

GENERAL TERMS AND CONDITIONS FOR PAYROLLING



NBBU

GENERAL TERMS AND CONDITIONS

FOR PAYROLLING



NBBU

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General Terms and Conditions for Payrolling of the Dutch Association of Intermediary Organizations and Temporary Employment Agencies (NBBU)

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CHAPTER 1

GENERAL PROVISIONS

ARTICLE 1 DEFINITIONS

In these general terms and conditions, the following terms are defined as stated below:

- 1.1 Payroll company: the natural person or legal entity that assigns payroll employees to a hirer in order to perform work under the latter's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.2 Payroll employee: the natural person who has concluded a payroll contract with the payroll company and who performs or will perform work for and under the supervision and management of the hirer.
- 1.3 Hirer: the natural person or legal entity to whom the payroll company assigns payroll employees in order to perform work under the hirer's supervision and management other than by virtue of an employment contract concluded with the hirer.
- 1.4 Temporary employment agreement: the agreement between the payroll company and the hirer, setting out the specific conditions subject to which a payroll employee is assigned to perform work for and under the supervision and management of the hirer.
- 1.5 Hirer rate: the amount per time unit which the hirer owes the employment agency for assigning the payroll employee. It includes the labour costs such as wage costs, payroll taxes and national insurance contributions, as well as a margin for the services provided by the payroll company.
- 1.6 Temporary employment contract: the employment contract under which the employee is assigned to the hirer by the employer in order to perform work for and under the supervision and management of that hirer pursuant to a temporary employment agreement concluded with the employer.
- 1.7 Payroll contract: The payroll contract is the temporary employment contract in the course of which the temporary employment agreement between the payroll company and the hirer is not concluded within the framework of bringing together supply and demand on the labour market and the payroll company can assign the payroll employee to another party only with the consent of the hirer.

- 1.8 Whenever these general terms and conditions refer to payroll employees, this refers to both male and female payroll employees and whenever reference is made to he/him/his, this also refers to she/her/hers.

ARTICLE 2

APPLICABILITY OF THESE TERMS AND CONDITIONS

- 2.1 These terms and conditions apply to every offer from the payroll company to the hirer and to every temporary employment agreement between the payroll company and the hirer to which the payroll company has declared these terms and conditions to be applicable, as well as the ensuing supplies and services of any nature between the payroll company and the hirer, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 2.2 The hirer with whom a contract was taken out once on the basis of these terms and conditions is expected to tacitly be in line with its applicability to a temporary employment agreement concluded with the payroll company at a later stage.
- 2.3 All offers, regardless of how they were made, are without obligation.
- 2.4 The payroll company is not bound by general terms and conditions of the hirer to the extent they deviate from these terms and conditions.
- 2.5 These general terms and conditions can be changed or supplemented at any time. The changed general terms and conditions then also apply to temporary employment agreements concluded earlier, subject to a period of one month after the written announcement of the change.

ARTICLE 3

FORMATION OF THE TEMPORARY EMPLOYMENT AGREEMENT

- 3.1 The temporary employment agreement is concluded following the hirer's written acceptance or because the payroll company effectively assigns payroll employees to the hirer.
- 3.2 The specific conditions under which the payroll employee is assigned to the hirer by the payroll company are set out in the temporary employment agreement.
- 3.3 Changes or supplements to the temporary employment agreement come into force once they are confirmed in writing by the payroll company.

ARTICLE 4

INVOICING METHOD

- 4.1 Unless agreed otherwise, invoices from the payroll company are based on the completed and hirer-approved time sheets, the hirer rate and any additional allowances, costs and expenses.

- 4.2 The hirer is responsible for the correct, timely and full completion and approval of the time sheets. Approval is given by means of a (digital) signature on the time sheets, unless agreed otherwise. The hirer is liable for damage suffered by the payroll company if the hirer fails to correctly fulfil the obligations set out in this paragraph, including but not limited to the administrative fine pursuant to Section 18b.2 of the Minimum Wage and Minimum Vacation Allowance Act. The hirer will fully indemnify the payroll company.
- 4.3 If there is a difference between the time sheets submitted to the payroll company and the relevant records kept by the hirer, the time sheets submitted to the payroll company are considered to be the correct ones, unless the hirer proves otherwise.
- 4.4 If the payroll employee disputes the data on the time sheets, the payroll company can invoice the number of hours worked and other costs in accordance with the records from the payroll employee, unless the hirer proves that the time sheets used by the hirer are correct.
- 4.5 If the hirer does not comply with the conditions of paragraph 2 of this article, the payroll company may decide to invoice the hirer on the basis of the facts and circumstances known to the payroll company. The payroll company will not proceed to do so as long as no reasonable consultations with the hirer have taken place on the subject.
- 4.6 The hirer ensures that the invoices of the payroll company are paid within 14 days of the invoice date, without any deduction, discount or set-off.
- 4.7 If the payroll company has a G-account, the hirer can ask the payroll company to confer about the possibility that the hirer pays a percentage of the invoiced amount into the relevant account, as well as about the extent of the percentage. This option can be used only when the parties have reached an agreement.
- 4.8 On the payroll company's demand, the hirer will give the payroll company a written direct debit mandate to debit the hirer's bank account with the invoice amounts within the agreed period. To that end, the parties will use a SEPA mandate form.

ARTICLE 5

PAYMENT CONDITIONS

- 5.1 Only direct payments to the payroll company release the hirer from his obligations.
- 5.2 Direct payments or advance payments from the hirer to the payroll employee are not permitted, regardless of why or how such payments are made. Such payments do not concern the payroll company and do not form a basis for any debt repayment or set-off.
- 5.3 If the hirer disputes an invoice, he must notify the payroll company thereof in writing within eight days of the date on which the invoice in question was sent, failing which his right to dispute the invoice lapses. Disputing an invoice does not suspend the hirer's payment obligation.

- 5.4 In the event of non-payment, late or incomplete payment by the hirer of any amount owed by him, the hirer is in default by operation of law with effect from the due date of the invoice in question. From that moment on, the hirer also owes the payroll company default interest on the invoice amount, equal to the statutory commercial interest pursuant to Section 6:119a of the Dutch Civil Code.
- 5.5 All costs, both judicial and extrajudicial, including the costs of legal aid, incurred by the payroll company as a result of the hirer's failure to fulfil his payment obligations will be at the expense of the hirer. The extrajudicial collection costs of the payroll company, to be calculated on the amount to be collected, are set at at least 15% of the principal sum, subject to a minimum of €500.00.
- 5.6 If the hirer's financial position and/or payment behaviour give rise thereto in the opinion of the payroll company, the hirer is, on the payroll company's first demand, obliged:
- a. to issue a direct debit mandate as referred to in Article 4.8 of these terms and conditions; and/or
 - b. to make an advance payment; and/or
 - c. to furnish sufficient security for the fulfilment of his obligations towards the payroll company by means of a bank guarantee or a pledge, for instance.

The extent of the requested security and/or the requested advance payment is in proportion to the extent of the hirer's obligations in question.

- 5.7 If the hirer fails to comply with the payroll company's request referred to in the previous paragraph, or if a payment collection fails, the hirer will be in default by operation of law without any notice of default being required. If the hirer is in default, the payroll company is entitled to suspend the fulfilment of its obligations under the temporary employment agreement or to fully or partially terminate the temporary employment agreement with immediate effect, without the payroll company owing the hirer any compensation. All claims of the payroll company become immediately due and payable as a result of the termination.

ARTICLE 6 DISSOLUTION

- 6.1 If a party fails to fulfil its obligations under the temporary employment agreement, the other party – apart from the provisions stipulated in the temporary employment agreement – will be entitled to extrajudicially dissolve all or part of the temporary employment agreement by means of a registered letter. The agreement will not be dissolved until the defaulting party is declared to be in default in writing and has been given a reasonable time to remedy the shortcoming and fulfilment is not forthcoming.

- 6.2 In addition, either party will be entitled, without the need for any demand or notice of default and without the need for court proceedings, to dissolve all or part of the temporary employment agreement by means of a registered letter with immediate effect, if:
- a. the other party applies for or has been granted a (provisional) moratorium;
 - b. the other party files a winding-up petition for itself or is declared insolvent;
 - c. the business of the other party is liquidated;
 - d. the other party discontinues its current operations;
 - e. through no fault of one party, a considerable part of the assets of the other party is seized, or if the other party must otherwise be deemed no longer able to fulfil the obligations under the temporary employment agreement.
- 6.3 If at the time of dissolution, part of the temporary employment agreement has already been fulfilled by the hirer, he can only partially dissolve the temporary employment agreement, i.e. only that part yet to be fulfilled by or on behalf of the payroll company.
- 6.4 Amounts invoiced by the payroll company to the hirer before dissolution in connection with its performances for the fulfilment of the temporary employment agreement will still be payable by the hirer to the payroll company and will become immediately due and payable at the time of dissolution.

ARTICLE 7 LIABILITY

- 7.1 Except in the event of mandatory legal provisions and in accordance with the principles of reasonableness and fairness, the payroll company will not be obliged to pay any compensation for damage of any nature, directly or indirectly, suffered by the payroll employee, the hirer or inflicted to goods or persons of or at the client or a third party, in connection with a temporary employment agreement, including damage caused by:
- a. the assignment of the payroll employee to the hirer by the payroll company, also when it appears that this payroll employee does not meet the requirements set by the hirer.
 - b. the unilateral termination of the payroll contract by the payroll employee.
 - c. actions or omissions by the payroll employee, the hirer himself or a third party, including obligations assumed by the payroll employee.
 - d. the hirer seconding the payroll employee without the written consent of the payroll company.
- 7.2 Any liability of the payroll company for any direct damage is, in any case, limited per event to:
- a. the amount paid out under the insurance of the payroll company, or;
 - b. if the payroll company is not covered for the damage in question or if the insurance does not pay out (in full) the amount invoiced by the payroll company. If the amount

charged depends on a time factor, liability is limited to the amount charged to the hirer by the payroll company in the month prior to the claim notice. Failing a prior month, the amount which the payroll company would have or has charged the hirer in accordance with the temporary employment agreement in the month in which the claim event took place will be the determining factor.

- 7.3 The payroll company is never liable for consequential damage such as lost profits and missed savings and for indirect damage.
- 7.4 The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in paragraph 1 this article.
- 7.5 In any case, the hirer has to indemnify the payroll company against any claims from payroll employees or third parties for compensation of damage, referred to in paragraph 1 of this article, suffered by those payroll employees or third parties.
- 7.6 The liability restrictions set out in paragraphs 1 and 2 of this article will no longer apply if it concerns intent or gross negligence on the part of the payroll company and/or its managerial members of staff.
- 7.7 If and insofar as is possible, the payroll company is at all times entitled to remedy the damage caused by the hirer. This includes the payroll company's right to take measures aimed at preventing or limiting any damage.

ARTICLE 8

FORCE MAJEURE

- 8.1 In the event of force majeure of the payroll company, its obligations under the temporary employment agreement will be suspended for as long as the situation of force majeure continues. Force majeure is understood to be any circumstance beyond the control of the payroll company which temporarily or permanently prevents the payroll company from performing the temporary employment agreement and which, either by law or the principles of fairness and reasonableness, should not be classed as the risk of the payroll company.
- 8.2 In the event of a situation of force majeure as referred to in paragraph 1 of this article, the payroll company will notify the hirer.
- 8.3 Insofar as not already included, force majeure is also taken to mean industrial strikes, factory sit-ins, blockades, embargoes, government measures, war, revolution and/or any circumstance to be deemed equal to that, power failures, breakdowns in electronic communication lines, fire, explosions and other emergencies, water damage, flooding, earthquakes and other natural disasters, as well as large-scale staff illness of an epidemiologic nature.

- 8.4 The obligations of the payroll company will be suspended for the duration of the force majeure situation. However, this suspension does not apply to obligations which the force majeure does not relate to and which were in place before the situation of force majeure occurred.
- 8.5 If the situation of force majeure lasted a period of three months or once it is clear that the situation of force majeure will take longer than three months, either party will be entitled to prematurely terminate the temporary employment agreement without having to observe any notice period. After the termination of the temporary employment agreement as described above, the hirer remains obliged to pay the payroll company any outstanding amounts he owes the payroll company and which relate to the period before the situation of force majeure.
- 8.6 During the situation of force majeure, the payroll company will not be obliged to pay the hirer any compensation, nor is it obliged to do so after the termination of the temporary employment agreement referred to in paragraph 5 of this article.

ARTICLE 9

SECRECY

- 9.1 The payroll company and the hirer will not disclose to third parties any confidential information from or about the other party, its activities and customers they have learned of by virtue of an offer or a temporary employment agreement, unless and to the extent the disclosure of such information is required in order to be able to perform the temporary employment agreement correctly or if they have a statutory duty of disclosure.
- 9.2 At the request of the hirer, the payroll company will compel the payroll employee to exercise secrecy in respect of everything he learns or becomes aware of in the performance of his duties, unless the payroll employee is legally obliged to disclose it.
- 9.3 The hirer is free to compel the payroll employee to observe secrecy directly. The hirer will inform the payroll company of his intention to do so and provide the payroll company with a copy of the agreement drawn up for that purpose.
- 9.4 The payroll company cannot be held liable for any fine, penalty or losses incurred by the hirer as a result of the payroll employee failing to observe that duty of secrecy.

ARTICLE 10

APPLICABLE LAW AND COMPETENT COURT

- 10.1 These general terms and conditions, instructions, temporary employment agreements and/or other agreements are governed by Dutch law.

10.2 All disputes ensuing from or relating to a legal relationship between the parties will in the first instance be exclusively heard by the court within whose jurisdiction the payroll company has its registered business, unless mandatory law prescribes otherwise.

ARTICLE 11

FINAL PROVISIONS

11.1 If any provision of these terms and conditions is null and void or is voided, the other provisions of these terms and conditions will remain in full force and the parties will confer in order to agree on new provisions in replacement of the void or voided provisions, in the course of which the purpose and meaning of the void or voided provision will be taken into account as much as possible.

11.2 The payroll company has the right to transfer its rights and obligations under a temporary employment agreement to a third party. Unless agreed otherwise in writing, the hirer does not have the right to transfer his rights and obligations under the temporary employment agreement to a third party.

CHAPTER 2

PAYROLLING

ARTICLE 12

ASSIGNING PAYROLL EMPLOYEES

- 12.1 The assigned payroll employee has concluded a payroll contract with the payroll company pursuant to Section 7:692 of the Dutch Civil Code. The temporary employment agreement between the payroll company and the hirer is a determining factor: if the payroll company does not have an allocative function within the framework of the instruction (it does not recruit and select) and it concerns an exclusive assignment to the hirer, the agreement is a temporary employment agreement.
- 12.2 Effectively, the payroll employee works under the supervision and management of the hirer. The hirer will exercise the same standard of due care as he does for his own employees. As a formal employer, the payroll company does not supervise the workplace and the work to be performed, on the basis of which the hirer will be responsible for a safe working environment.
- 12.3 Without the written consent of the payroll company, the hirer will not reassign the payroll employee assigned to him to a third party in order for the payroll employee to work under that third party's supervision and management or to perform work abroad. A violation of this paragraph means the payroll company will be entitled to end the assignment of the payroll employee and/or to terminate the temporary employment agreement with immediate effect, as well as to charge the hirer for all ensuing or related damage. In that case, the hirer will fully indemnify the payroll company.

ARTICLE 13

CONTENT, DURATION AND END OF THE ASSIGNMENT OF THE PAYROLL EMPLOYEE/EMPLOYEES

- 13.1 The specific conditions under which the payroll employee is assigned to the hirer are set out in the temporary employment agreement. The assignment of the payroll employee to the hirer is entered into for a fixed period (the beginning and end of the assignment can be objectively determined) or for an open-ended period of time (the end of the assignment cannot be objectively determined).
- 13.2 The hirer informs the payroll company about the intended duration, (weekly or, at least, monthly) working hours and times of the assignment, on the basis of which the payroll company can determine the nature and term of the payroll contract with the payroll employee.

- 13.3 If the hirer, after the payroll employee has arrived at work, uses his services for less than three hours, the hirer is obliged to pay the hirer rate for at least three hours per call if:
- a. working hours of less than 15 hours per week have been agreed on and the hours of work are not documented; or
 - b. it concerns an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code.
- 13.4 If a payroll employee has already been called but he cannot perform the work or the hours of work have changed due to special circumstances on the part of the hirer, the hirer will notify the payroll company at least four days prior to the moment at which the work would start. If the hirer fails to do so and the payroll employee has an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the hirer must pay the hirer rate for the number of hours in connection with the original call, including the hours of work.
- 13.5 If the payroll employee has an on-call contract within the meaning of Section 7:628a of the Dutch Civil Code, the payroll company is obliged to offer the payroll employee permanent employment, including an obligation to continue to pay wages, within twelve months, and the fixed working hours are at least equal to the average working hours during the previous twelve-month period. If the payroll employee accepts the offer, the hirer rate will be calculated on the basis of the fixed working hours.
- 13.6 The temporary employment agreement cannot be terminated as long as payroll employees are assigned to the hirer.
- 13.7 A fixed-term assignment within the meaning of Article 13.1 cannot be terminated prematurely. If the hirer still wants to terminate an assignment prematurely, he can do so only on the condition that the payment obligations relating to the assignment will continue until the agreed term of the assignment has expired. In that case, the payroll company is entitled to (continue to) charge the hirer the hirer rate for the agreed term of the assignment, in accordance with the customary or anticipated working pattern of the payroll employee, unless the payroll company and the hirer have made other agreements in writing about this.
- 13.8 The payroll company and the hirer make arrangements in the temporary employment agreement about the notice period for the open-ended assignment within the meaning of Article 13.1. The payroll company's obligations to continue to pay the payroll employee his wages will be taken into account. If no notice period has been agreed on, the hirer's payment obligations in connection with the assignment will continue until the payroll contract between the payroll company and the payroll employee ends. In that case, the payroll company is entitled to (continue to) charge the hirer the hirer rate in accordance with the customary or anticipated working pattern of the payroll employee.
- 13.9 In connection with the payroll company's duty of notification towards a payroll employee with a fixed-term payroll contract, the payroll company can ask the hirer at least five

weeks before the end of the payroll contract to indicate if he wishes to continue the assignment. In that case, the hirer is obliged to indicate if he wishes to continue the assignment within three days. If the hirer fails to inform the payroll company correctly or in time, he must pay the payroll company the full costs in connection with the payment made to the payroll employee pursuant to Section 7: 668, subsection 3 of the Dutch Civil Code.

13.10 If the agreement is terminated because of a dispute with the payroll employee or a conflict situation, the hirer must notify the payroll company thereof in time. In that case, the payroll company will find out if the dispute or the conflict situation can be resolved.

13.11 In the event of a business closure or compulsory day off during the assignment, the hirer will notify the payroll company accordingly when the temporary employment agreement is concluded, allowing the payroll company to take this into account when adopting the terms and conditions of employment. If the hirer fails to do so, he will owe the payroll company the number of hours agreed on in the temporary employment agreement, multiplied by the most recently applicable hirer rate, during the business closure or the compulsory day off.

ARTICLE 14

THE HIRER RATE IN THE EVENT OF PAYROLLING

14.1 The hirer owes the company the hirer rate for the assignment, except when other agreements have been made in that respect. The hirer rate is in direct proportion to the wages owed to the payroll employee.

14.2 In accordance with Section 8a of the Placement of Personnel by Intermediaries Act, the payroll employee is entitled to, at least, the same terms and conditions of employment as those that apply to employees employed by the hirer, fulfilling the same or similar positions. In derogation thereof, an effective pension scheme may apply.

14.3 Before the start of the assignment, the hirer notifies the payroll company in writing about the collective agreement or the remuneration scheme in force at his business, the legal status contained therein, the pension scheme and all (interim changes to) the terms and conditions of this collective agreement or remuneration scheme that are relevant to the assignment, such as the wages, overtime, the continued payment of wages during illness and leave schemes.

14.4 Changes in rates as a result of changes to terms and conditions of employment, collective agreement obligations and changes in or on account of legislation such as tax and social legislation are passed on to the hirer as from the effective date of those changes and will be payable by the hirer accordingly, regardless of these changes occurring during the term of a temporary employment agreement.

14.5 If a payroll employee fails to fulfil the job requirements stipulated by the hirer and the hirer did not play a role in the allocation (recruitment and selection) process of the payroll employee, the hirer can notify the payroll company thereof within four hours of the start of

the work. In that case, the hirer is obliged to pay the payroll company at least the wages owed to the payroll employee, plus the employer's share of the social insurance contributions and premium payments under the obligations ensuing from the applicable collective agreement/remuneration scheme.

ARTICLE 15

THE HIRER'S DUTY OF DISCLOSURE

- 15.1 The hirer notifies the payroll company in time, correctly and in full about the terms and conditions of employment referred to in Article 14 of the general terms and conditions, enabling the payroll company to determine the wages of the payroll employee.
- 15.2 The payroll company is entitled to correct the hirer rate with retrospective effect and to charge it to the hirer if it emerges that (one of) the components referred to in Article 14 was determined incorrectly.
- 15.3 In the event of successive terms of employment, the hirer will notify the payroll company correctly and in full about the payroll employee's employment history at the client. If the hirer fails to do so, the ensuing unforeseen costs and any damage will be charged to the hirer.
- 15.4 If the hirer intends to make a car available to the payroll employee, the hirer will immediately notify the payroll company thereof. The hirer and the payroll employee can agree on the fact that the car can be used for private purposes only in consultation with the payroll company, so that the payroll company can take this into account in the withholding taxes. If the hirer fails to do so, he is obliged to compensate any ensuing costs and damages incurred by the payroll company.

ARTICLE 16

THE VICARIOUS TAX LIABILITY REGARDING WAGES

- 16.1 Apart from the payroll company, the hirer is also jointly and severally liable towards the payroll employee for the payment of the wages owed to the payroll employee, unless the hirer considers himself non-culpable with regard to any underpayment.
- 16.2 In order to prove his non-culpability, the hirer has to notify the payroll company in time, correctly and in full about the terms and conditions of employment referred to in Article 14 of the general terms and conditions.
- 16.3 The payroll company has an obligation towards the hirer to remunerate the payroll employee in accordance with the applicable legislation.

ARTICLE 17

(DIRECT) EMPLOYMENT RELATIONSHIP BETWEEN THE HIRER AND THE PAYROLL EMPLOYEE

- 17.1 If the hirer wants to conclude an employment contract or another type of employment relationship directly with a payroll employee assigned to him by the payroll company, he must notify the payroll company thereof in writing immediately. The parties will then confer in order to discuss the hirer's wish. The basic principle is that the hirer owes the payroll company a reasonable fee for the services provided by the payroll company in connection with the assignment and/or training of the payroll employee pursuant to Section 9a.2 of the Placement of Personnel by Intermediaries Act.
- 17.2 "Another type of employment relationship" as mentioned in this paragraph includes, among other things:
- a. the contract for services;
 - b. contracting work;
 - c. the assignment of the payroll employee to the hirer by a third party (e.g. another payroll company) for the same or other work.
- 17.3 The hirer will not conclude an employment contract with the payroll employee directly if the payroll employee has not terminated the payroll agreement with the payroll company in a legally valid manner.
- 17.4 The hirer is not permitted to entice payroll employees to conclude an employment contract or another type of employment relationship with another payroll company with the intention of hiring the payroll employees through this other payroll company.

ARTICLE 18

THE HIRER'S DUTY OF CARE AND INDEMNIFICATION OF THE PAYROLL COMPANY

- 18.1 The hirer is aware of the fact that by virtue of Section 7: 658 of the Dutch Civil Code and the applicable working conditions legislation, it is his duty to ensure payroll employees have a safe workplace. The hirer will give payroll employees specific instructions in order to prevent the payroll employees from suffering any injuries during the fulfilment of their duties. The hirer also makes personal protection equipment available to the payroll employees, if necessary. If these requirements are arranged by the payroll company, it is entitled to charge the associated costs to the hirer.
- 18.2 Before the start of the assignment, the hirer gives the payroll employee and the payroll company the necessary information about the payroll employee's required professional qualifications, as well as the hazard identification and risk assessment (HIRA), relating to the specific characteristics of the position to be fulfilled. The payroll employee must be given enough opportunity to read the content before being able to start his duties.

- 18.3 The hirer is liable towards the payroll employee and the payroll company for and consequently obliged to compensate any damage suffered by the payroll employee during the performance of his duties, unless the damage is to a large extent the result of the payroll employee's intent or wilful recklessness, in accordance with the provisions of Article 7.
- 18.4 If the payroll employee sustains fatal injuries during the fulfilment of his duties, the hirer, in accordance with Section 6:108 of the Dutch Civil Code, is obliged towards the persons referred to in that section and towards the payroll company obliged to pay those persons compensation, unless the injuries were to a large extent the result of intent or wilful recklessness on the part of the payroll employee, all in accordance with the provisions of Article 7. Furthermore, the hirer must pay the payroll company the costs in connection with the payment to be made pursuant to Section 7:674 of the Dutch Civil Code.
- 18.5 The hirer fully indemnifies the payroll company against claims brought against the payroll company on account of the hirer's failure to fulfil the obligations set out in this article and he will fully compensate the payroll company for the associated costs of legal aid. The hirer allows the payroll company to assign its claim referred to in this article to the directly interested party or parties.
- 18.6 The hirer is obliged to take out sufficient, fully comprehensive liability insurance for all direct and indirect damage as referred to in this article.

ARTICLE 19

IDENTIFICATION AND PERSONAL DETAILS

- 19.1 At the start of a payroll employee's assignment, the hirer confirms the payroll employee's identity on the basis of the original proof of ID. The hirer holds records in such a way that the payroll employee's identity can be confirmed.
- 19.2 The payroll company and the hirer will treat all personal details from payroll employees disclosed to them within the framework of an assignment in confidence and they will process those details in accordance with the provisions of the General Data Protection Regulation (GDPR) and other relevant privacy legislation.
- 19.3 Depending on the responsibilities and working method, the parties make the arrangements in accordance with the GDPR and related privacy legislation regarding, among other things, data breaches, the rights of data subjects and retention periods. If the payroll company and the hirer have a shared processing responsibility, they will make further arrangements about, among other things, data subjects exercising their rights and the duty of disclosure. These arrangements are laid down in mutual regulations.
- 19.4 The hirer is responsible for disclosing personal details to or requesting them from the payroll company only if and insofar as the hirer is entitled to do so by virtue of the GDPR.

19.5 The hirer indemnifies the payroll company against all claims brought against the payroll company by candidates, associates, employees of the hirer or other third parties in connection with the hirer's violation of the GDPR and other privacy legislation and he will compensate the associated costs incurred by the payroll company.

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