

general terms and conditions randstad professional recruitment & selection services.

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randstad
professional

partner for talent.

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General Terms and Conditions for Recruitment & Selection Services Randstad Professional bv

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article 1 definitions.

randstad professional

Randstad Professional bv and the subsidiaries affiliated with Randstad Professional Nederland bv, including, but not limited to, Randstad Professional bv.

client

The natural or legal person with whom Randstad Professional enters into the Assignment.

assignment

The contract between the Client and Randstad Professional under which Randstad performs recruitment and selection services and/or executive search work for the Client in order to establish a direct employment relationship of any kind whatsoever between the Candidate and the Client.

employment contract

An employment relationship between the Candidate and a third party designated by the Client or affiliated with the Client's group, regardless of the nature of the work to be performed by the Candidate.

assignment confirmation

The proposal issued by Randstad Professional and signed by the Client, thereby establishing the Assignment. The signed proposal shall in any event include a description of the working method to be followed, the recruitment & selection fee, expenses, and the payment method.

candidate

The person involved in recruitment and selection and/or executive search activities of Randstad Professional on behalf of the Client.

placement

The moment the Client, directly or through or on behalf of third parties, agrees upon any form of employment relationship with a Candidate presented by Randstad Professional as part of an Assignment or introduction, regardless of whether such relationship is subject to conditions (e.g. approvals by an authority or governing body).

recruitment & selection fee

The compensation payable by the Client to Randstad Professional in connection with the Assignment.

article 2 applicability.

1. These terms and conditions apply to all Assignments, introductions, offers and agreements concerning the recruitment and selection of personnel by Randstad Professional. The Client's procurement or other terms and conditions do not apply and are hereby expressly rejected.

article 3 the assignment.

1. For each Assignment, Randstad Professional prepares a proposal and will, within the timeframe stated in the proposal and after the Client has signed it, make reasonable efforts to identify one or more Candidates who, based on the information provided by the Client, meet the Client's requirements and expectations as much as possible.
2. The proposal includes the job description, the desired profile based on skills and expertise, and the employment conditions package (including bonuses, year-end payments, lease scheme, etc.).
3. In these Terms and Conditions, an 'introduction' also refers to the voluntary introduction of a Candidate to the Client by Randstad Professional, without the Client having placed an order for this with Randstad Professional. An introduction takes place by means of a 'profile summary'. This profile summary describes the conditions under which Randstad Professional presents the Candidate in question.
4. A Placement occurs when the Client, directly or through or on behalf of third parties, enters into any employment relationship with a Candidate presented by Randstad Professional under an Assignment or profile summary.
5. Randstad Professional may engage third parties in the performance of the Assignment.

article 4 obligations of the client.

1. In the performance of the Assignment, Randstad Professional relies on the information provided by the Client on the required profiles, work experience and training requirements. Randstad Professional assumes that such information is accurate and provided by the Client in a timely manner. If a PO number is required, the Client must provide it within three business days after signing the proposal.
2. In relation to the service provision, the Client is required to provide Randstad Professional with all relevant information that could affect the service provision, in any event including but not limited to organizational changes, location changes and changes in staffing.
3. When entering into an Assignment, the Client must respond to Randstad Professional within 48 hours regarding proposed Candidates, interview scheduling, requests for feedback on interviews, and contract negotiations. If the Client fails to respond for five business days, Randstad Professional's exclusivity regarding the proposed Candidate lapses.
4. Randstad Professional performs the Assignment on an exclusive basis, meaning that Randstad is the sole provider engaged for the vacancy. Candidates from the Client's own network must be submitted to Randstad Professional and will be included in the selection process as Candidates.
5. The Client shall treat all information concerning Candidates in confidence and shall not use this information without the consent of the Candidate(s) and/or Randstad Professional.

article 5 withdrawal of and changes to an assignment.

1. If the Client withdraws, terminates or modifies an Assignment in such a way that, in Randstad Professional's reasonable opinion, it constitutes a new Assignment, the Client shall owe one-third or two-thirds of the expected fee based on the agreed fee percentage, depending on the timing of the withdrawal, termination or modification.

article 6 end of the assignment.

1. An Assignment is terminated at the time at which a placement is effected or at the time at which one of the parties withdraws or cancels the order (after the expiration of the term agreed in the proposal).
2. In addition to any statutory rights, the Assignment between Randstad Professional and the Client may be terminated with immediate effect, without judicial intervention and without notice of default, if:
 - a. the Client is insolvent or an application is filed for its bankruptcy;
 - b. the Client is granted or an application is filed for a (provisional) moratorium on payments;
 - c. the Client loses the power to dispose of its assets or part of these through the seizure of its property, placement under receivership or otherwise;
 - d. the Client or the Client's business is wound up or liquidated;
 - e. in Randstad Professional's opinion, collection of existing or future receivables from the Client cannot be adequately secured;
 - f. the Client undergoes a merger, demerger or acquisition. The foregoing does not affect Randstad Professional's right to claim the fee described in Article 5.1 and/or full compensation for damages.

article 7 recruitment & selection fee.

1. For each Assignment, the Client owes Randstad Professional a recruitment & selection fee ("the Fee"). The Fee is based on a percentage of the gross annual salary plus perquisites agreed between the Candidate and the Client, converted into a full-time working week, and converted into a full year (12 months) if the employment relationship is entered into for less than one year. In this context, perquisites are understood to mean the following: holiday allowance, 13th month, 50% guaranteed or reasonably expected bonus/profit-related bonus/profit sharing, year-end bonus, benefit budget, annual lease budget and employer pension contribution. The minimum fee is specified in the proposal.
2. The agreed Fee percentage is stated in the proposal and presented to the Client for signature. Signing the proposal constitutes commencement of the Assignment.
3. The Client also owes the Fee referred to in the preceding paragraph if the Client within eighteen months after the end of the Assignment (without Placement), or within eighteen months after a Candidate has been proposed by Randstad Professional to the Client, for itself or via and/or for third parties, enters into an employment relationship of any kind whatsoever with the Candidate for the same or a different position than for which the Candidate was put forward.
4. All prices are stated in euros and exclusive of VAT.

5. The Fee is paid in 3 installments, as described below.
 - **Installment 1 (Start Fee):** Upon signing the proposal, a **first installment** will be invoiced to the Client. This covers start-up costs, including the use of various online recruitment channels selected as part of a tailored recruitment strategy. This concerns 1/3 of the Fee.
 - **Installment 2 (Interview Fee):** As soon as one or more Candidates are invited for interviews, a **second installment** will be invoiced to the Client. This concerns 1/3 of the Fee.
 - **Installment 3 (Final Balance):** After the signing of the employment contract between the Client and the recruited Candidate, the remaining amount will be invoiced.
6. If no employment contract is concluded with a Candidate proposed by Randstad Professionals, the Client will not be required to pay the third installment (final balance). In that case, the payment obligation for the first and second installments remains in full force and effect and is not eligible for a refund.
7. Without prejudice to the provisions of Article 14, if during the Candidate's probationary period it becomes evident that the Candidate is demonstrably unsuitable for the position and Randstad Professional could reasonably have been expected to identify this, Randstad Professional will make reasonable efforts to recruit and select a replacement Candidate without charging an additional fee. In all other cases in which the employment relationship is terminated during or after the aforementioned probationary period, the Client owes the fee referred to in paragraph 1 in full.
8. If, in addition to the selection, the Client also purchases assessment and/or talent management services from Randstad Professional, an additional period of up to six (6) months may be agreed upon, deviating from paragraph 7. Randstad Professional will confirm this in writing in the proposal.

article 8 payment.

1. The Client is required to settle all invoices from Randstad Professional within 14 calendar days of the invoice date. The invoice will have been settled if and as soon as Randstad Professional has received the amount due.
2. The invoice for the services rendered will be sent after the Candidate and the Client have reached agreement on the employment relationship.
3. If an invoice is not paid within the period referred to in paragraph 1, the Client will be in default by operation of law from the first day following the expiry of the payment term and will owe interest on the outstanding amount at a rate of 1% per calendar month, with part of a month being treated as a full month. The copy of invoice sent to the Client in Randstad Professional's possession serves as full proof that the interest is due and the date on which the calculation of the interest begins.
4. The Client is not authorized to offset the invoice amount against any counter-claim, warranted or otherwise, and/or to suspend payment of the invoice, regardless of whether it contests this.
5. All judicial and extrajudicial collection and other costs Randstad Professional incurs as a result of the Client's non-compliance with its obligations pursuant to this Article shall be borne by the Client in full. The charge for extrajudicial expenses is set at 15% of the principal due, inclusive of VAT and interest (with a minimum of €250 per receivable), unless Randstad Professional has demonstrably incurred higher costs. The charge shall always become payable by the Client as soon as the Client is in default and will be charged without providing further evidence.

article 9 complaints.

1. Any complaints regarding the services and/or the invoice must be submitted to Randstad Professional in writing within 14 days after receipt or discovery of the issue.

article 10 prevention of discrimination.

1. When entering into and implementing the assignment or other agreement, the Client and Randstad Professional will only impose and take into account job-relevant and legally permissible criteria. The Client and Randstad Professional will also make no prohibited distinction on the grounds of religion, faith, political affinity, gender, race, nationality, sexual orientation, civil status, handicaps, chronic illness, age or on any other grounds whatsoever.

article 11 confidentiality.

1. The parties shall treat all information that is known or reasonably understood to be confidential in confidence, unless and insofar as they are required to disclose it pursuant to any statutory provision or court ruling. 'Confidential information' is deemed to include at least information that is and/or will be provided in relation to the contract, including but not limited to rates, and personal and other information of Candidates, and sensitive or strategic information relating to the Client's business.
2. The parties will also impose the confidentiality obligation on employees involved in the performance of the agreement and on third parties engaged by the parties.

article 12 privacy.

1. In relation to the Assignment, personal data concerning Candidates is exchanged on a regular basis. Randstad Professional and the Client may each be considered data controllers. The Client and Randstad Professional are obliged to treat this data confidentially and in accordance with the General Data Protection Regulation (GDPR) and related laws and regulations. The Client shall not require any data from Randstad Professional that Randstad is not permitted to provide under applicable laws and regulations. The Client is responsible for the further processing of the data provided to the Client by Randstad Professional. In accordance with the NVP Recruitment Code, the Client must delete the data of Candidates with whom no employment relationship is established within one (1) month after the selection procedure ends.
2. Without the prior written consent of the Candidates and of Randstad Professional, the Client is not permitted to use (assessment) reports on Candidates or to provide them to third parties in other ways.
3. The Client shall indemnify Randstad Professional against any claims by Candidates or other third parties arising from the Client's breach of this Article, including reimbursement of any related costs incurred by Randstad Professional.

article 13 intellectual property.

1. The proposals, plans, databases, working methods, assessments and other tests used by Randstad Professional in relation to the agreement remain the property of Randstad Professional or its licensors.
2. Without the prior written consent of Randstad Professional, the Client is not permitted to publish, reproduce or otherwise use the items referred to in the preceding paragraph, nor to use such items for a purpose other than what is necessary in relation to the performance of the agreement.
3. Randstad Professional declares that, to the best of its knowledge, the items and their use by the Client in relation to the Assignment do not infringe any third-party intellectual property rights in force in the Netherlands.

article 14 liability.

1. The Client is responsible for its final choice of a Candidate.
2. Randstad Professional shall not be liable if a Candidate proves not to meet the Client's requirements or expectations or for damage caused by the Candidate unless this is demonstrably the consequence of any attributable failure of Randstad Professional in its recruitment and selection.
3. Likewise, Randstad Professional shall not be liable for any damage suffered by the Client, in the broadest sense, if a Candidate offered by Randstad Professional in relation to an Assignment or introduction decides not to enter into an employment relationship with the Client or decides to prematurely end an employment relationship entered into with the Client.
4. All liability of Randstad Professional is limited per event to the amount payable or that would be payable for the Assignment (the Fee). All liability of Randstad Professional is limited to €500,000 (five hundred thousand euros) per year. Randstad Professional shall under no circumstances be liable for any consequential or indirect losses, such as losses due to delays, business interruption, reputational damage, lost profits, missed savings, or losses suffered by the Client or third parties.

article 15 final provisions.

1. These terms and conditions and all proposals and Assignments to which they relate are governed by Dutch law.
2. Any disputes arising from or relating to the Assignment may be subjected solely to the adjudication of the competent court in Amsterdam.