

# ICT~Office Terms and Conditions

## Module 7 Secondment services

*The ICT~Office Terms and Conditions are filed with the Chamber of Commerce for the Central Netherlands under number 30174840.*

### **1. Applicability**

- 1.1 The ICT~Office Terms and Conditions consist of the General module as well as one or more specific modules per product or service. The provisions of this module shall apply in addition to the provisions of the General module in the event that the Supplier makes one or more employees available to the Client, on payment of a fee, for the purpose of carrying out work under the Client's management and supervision.
- 1.2 The provisions of this module are inextricably linked with the provisions of the General module. In the case of conflict between the provisions of the General module and the provisions of this module, the latter shall prevail.

### **2. Services**

- 2.1 The Supplier shall make the employee referred to in the agreement between the parties available to the Client for the purpose of carrying out work under the Client's management and supervision in accordance with the agreements reached between the parties. Except where agreed otherwise, the employee shall be made available to the Client on the basis of forty hours per week during the Supplier's standard working days.
- 2.2 The Client shall only be entitled to set the employee made available to work on activities other than the agreed activities or activities outside of the Netherlands if the Supplier has issued its written consent to this in advance. The Supplier may withhold the requested consent or impose (financial) conditions on such a change in activities or employment outside of the Netherlands at its own discretion.
- 2.3 The Client shall not be permitted to second the employee made available to a third party or to make him or her available to carry out work under the management and supervision of this third party, except where agreed otherwise in writing.

### **3. Duration and termination of the agreement**

- 3.1 The agreement shall be entered into for a fixed term or an indefinite period of time. If the parties have not reached any agreements in this regard, the agreement shall be entered into for an indefinite period of time.
- 3.2 If the agreement has been entered into for an indefinite period of time, a notice period shall apply to each of the parties as agreed. If no specific arrangements have been made, the notice period shall be one calendar month. Notice of termination must be given in writing. The Supplier shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.

- 3.3 If the agreement has been entered into for a fixed term, it shall terminate by operation of law at the end of the agreed term.

### **4. Replacement**

- 4.1 The Supplier shall make every reasonable effort to ensure that the employee made available remains available for work during the agreed days and hours for the term of the agreement. Even if the agreement has been entered into with a view to implementation by a specific individual, the Supplier shall at all times be entitled to replace this individual with one or more other individuals with the same qualifications following consultation with the Client.
- 4.2 The Client shall be entitled to request that the employee made available be replaced (i) if the employee made available demonstrably fails to meet the quality requirements explicitly agreed and the Client notifies the Supplier of this in writing, stating reasons, within three working days following commencement of the work, or (ii) if the employee made available suffers a long-term illness or leaves the employment of the Supplier. The Supplier shall respond to the request immediately and treat it as a priority. The Supplier shall not guarantee that it will always be possible to replace the employee. If it is not possible to provide a replacement or to provide a replacement immediately, the Client's right to further compliance with the agreement and all rights enjoyed by the Client in relation to non-compliance with the agreement shall lapse. The Client's payment obligations in respect of the work carried out shall continue to apply in full.

### **5. Working week, working hours and working conditions**

- 5.1 The working hours, rest periods and working week of the employee made available shall be the same as the Client's standard times and week, except where agreed otherwise. The Client shall guarantee that the working hours and rest periods and the working week of the employee made available comply with the relevant legislation and regulations.
- 5.2 The Client shall inform the Supplier as soon as possible with regard to the intended closure of its business or organisation during the term of the agreement. If the Client fails to inform the Supplier in good time, the agreed rate shall be payable in full by the Client for the period during which the business or organisation is closed.



- 5.3 The Client shall treat the employee made available in the same careful manner that it is obliged to treat its own employees.
- 5.4 The Client shall be obliged to comply with the relevant legislation and obligations arising from associated regulations in the field of safety in the workplace and good working conditions in general in respect of the employee made available.

## **6. Price and payment**

- 6.1 If the employee made available works for longer than the agreed or standard number of working hours or outside of the Supplier's standard working days on behalf or at the request of the Client, the Client shall be required to pay the agreed additional hourly rate for these hours. If no additional hourly rate has been agreed, the Supplier's standard additional hourly rate shall apply. The Supplier shall notify the Client of the applicable additional hourly rate upon request.
- 6.2 The Client shall be invoiced for the costs and time involved in travelling to and from work in accordance with the Supplier's standard rules and criteria. The Supplier shall notify the Client of these standard rules and criteria upon request.
- 6.3 If agreed between the parties in writing, the Supplier shall supply a breakdown based on timesheets together with each invoice.
- 6.4 The Supplier shall be entitled to adjust the rates that apply to the employee made available in the event of any changes to his or her role or job description. The Supplier shall notify the Client of any such change in rates no later than thirty days before the change takes effect. If the Client does not wish to agree to this change, the Client shall be entitled to terminate the agreement in writing with effect from the date on which the change is due to enter into force within fourteen days following the date of notification.

## **7. Recipient's liability, other liability and indemnity**

- 7.1 The Supplier shall be responsible for the payment, in good time and in full, of the PAYE tax, national insurance contributions and turnover tax due in respect of the employee made available in connection with the agreement with the Client. The Supplier shall indemnify the Client against all claims by the tax and customs administration, or by authorities responsible for the implementation of national insurance legislation, arising from the agreement with the Client, under the condition that the Client notifies the Supplier immediately in writing of the existence and content of the claim and leaves the disposal of the case, including any settlements effected, entirely to the Supplier. To this end, the Client shall provide the Supplier with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these claims.
- 7.2 The Supplier does not accept any liability for the selection of the employee to be made available or for the results of work carried out under the supervision and management or the authority of the Client.
- 7.3 The Client shall be liable for any damage suffered by the employee made available during or in connection

with the work that he or she is instructed to carry out. The Client shall indemnify the Supplier against all claims from third parties arising from or leading back to the work carried out by the employee made available within the context of the agreement. The Client shall indemnify the Supplier against any liability arising from physical injury suffered by or the death of the employee made available in connection with the execution of the agreement entered into between the Supplier and the Client.

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