

GENERAL TERMS AND CONDITIONS

§1 Object of the agreement

The provisions listed here regulate the business relationship between YourFair, staff & services, represented by Nicoleta Olaru (hereinafter referred to as the agency) and the principal (hereinafter referred to as the customer). With the signing of a contract both parties shall acknowledge the following provisions as binding. Subsidiary agreements and divergences hereof require a separate agreement in writing. Verbal agreements are non-binding.

§2 The agent's duties

The agency is obliged to make available the staff required by the customer in the desired number and for the agreed, limited period of time. The agency guarantees staff meeting the customer's requirements regarding language competences, experience, and dressing, working time and working location.

§3 The principal's duties

The customer is obliged to provide the agency with exact details regarding the staff requirements (number and qualifications) as well as regarding working location and duration. If the customer requires further staff going beyond the concluded agreement another separate order shall be made hereto. The customer is in no contractual relationship with the staff made available by the agency. Furthermore, the customer is not entitled to headhunt the staff made available to him. In the event of a breach the customer is obliged to pay to the agency a contractual penalty amounting to 1,500 €.

§4 Remuneration/payment conditions

After order confirmation or after the signing of the contract the agency will send to the customer an invoice with the payment amount and payment conditions itemised. All prices are net prices plus Value Added Tax as legally applicable. A deposit amounting to 75% of the expected total amount must be paid to the agency 14 calendar days after receipt of the invoice, at the latest, however, 10 calendar days before the start of the event. The remaining amount including any possible overtime payments is due with the receipt of the final invoice and within 14 calendar days, respectively.

In the event of exceeding the agreed payment terms delay consequences amounting to 8% annual interest arise without prior warning.

If to the beginning of the event no money has been received, the agency reserves the right to withdraw the staff and to consider the order as cancelled (more details in §5).

The agency exclusively shall pay the staff booked. The customer is not entitled, to make advance payments or payments of any other kind to the workforce booked.

§5 Term and termination of the contract

The order is limited to the working time stipulated in the contract.

The working times are regulated in the order. The staff is available from 9.00 am to 6.00 pm. Any overtime is calculated at 30 minutes intervals. Breaks are agreed with the staff on the location of work.

The cancellation of an order is free of charge before the signing of the contract.

In the event of the termination after the signing of the contract and before the beginning of the work the agency is entitled to invoice the customer 50% of the cancelled order volume. The termination or cancellation after the beginning of the work is excluded for both parties.

§6 Liability

At the working location the customer has the managerial authority over the staff made available. Staff are exclusively freelancers, who are subject to the customer's instructions at the working location. Thus, the agency will not assume any liability for damages, which the staff have caused to the working location or objects. In the event of the customer commissioning the staff with the settlement of money issues, such as cash management, storage, management or transport of money, valuables, and securities as well as with the execution of works relating to payment transactions, the agency is released from any liability.

§7 Reclamations

In the event of reclamations the customer will notify the agency immediately, will describe the reasons for the reclamation and will release the staff affected from the duty to work. In the event of justified reclamations the agency is obliged to make replacement staff available immediately.

§8 Severability Clause

Should a regulation of the above provisions be or become ineffective, the validity of the remaining regulations shall not be affected thereby. Ineffective provisions shall be replaced with such provisions, which within the scope of the legal regulations and in consideration of the economic interest of the parties achieve or nearly achieve the ineffective provisions.

§9 Place of jurisdiction

The place of jurisdiction for all customers is the agency's head office.