

Adecco terms and conditions for temporary staffing

In temporary staffing Adecco (hereinafter "Supplier") is the employee's employer but the Client is responsible for all staff supervision and guidance as well as other employer obligations relating to the work and all relevant arrangements. These Adecco terms and conditions for temporary staffing and the General terms and conditions for temporary agency work (HPL GTC 2018) shall apply in the cooperation between the Supplier and the Client. In the event of a contradiction between these terms and conditions, the Adecco terms and conditions shall prevail, complemented by the HPL GTC 2018.

Order duration and termination

1. The orders are fixed-term and valid until the end of the agreed fixed order duration, or in the event that the fixed order duration has not been agreed, the orders are valid until the planned end of the need specified in the order (e.g. duration of the work stage/project, end of substitution).
2. Unless otherwise agreed in writing, the orders can be terminated according to the below terms of notice, if the need for work/labor has decreased from what was originally planned during the order submittal:
 - Order duration less than four (4) months is subject to a notice period of two (2) weeks.
 - Order duration more than four (4) months but less than one (1) year is subject to a notice period of one (1) month and
 - Order duration at least one (1) year or more is subject to a three (3) month notice period.In the event that there are several consecutive contracts or contracts subject to a short gap of maximum 14 days' duration relating to one employee, the period of notice is determined by the cumulative duration of these contracts.
3. If the Client sees that the employee does not have the necessary professional skills, competencies or is not suitable for the work community (comparative reason to termination of employment agreement on probation according to the Employment Contracts Act), the Client is entitled to terminate the order without a notice period. The termination shall not be based on discriminatory or inappropriate grounds in accordance with the Non-discrimination Act. This exception and the above described right applies only for the first month of the first order for an individual, but no longer than half of the order duration.
4. All termination and cancellation notices must be made available to the other Party formally and in writing.

Charges

5. The Supplier will invoice the Client in accordance with the mutually agreed charges.
6. Invoicing will take place according to payroll periods based on worksheets provided by the employee and authorised by the Client unless otherwise agreed. Invoicing for employees receiving a monthly salary will take place monthly and invoicing for employees receiving hourly salary will take place twice a month or every two weeks. In the event that the Client has committed to hire an employee and the order is terminated before the work has started and work performance can be evaluated, the Supplier will invoice the costs related to terminating the employment contract (term of notice) from the Client according to computational hours.
7. The Client must check and approve the worksheets within two (2) days after the charging period ends. The Client must notify the Supplier within the specified deadline of all errors and discrepancies, or else it will be deemed that the Client has approved the worksheets.
8. As an employer, the Supplier is responsible for tax-exempt expenses, such as daily or part-time allowances or other collective agreement based expenses. These expenses will be invoiced from the Client according to agreed charges.
9. The Client is responsible for the payment of expenses (e.g. travel and accommodation expenses paid by the employee) directly to the employee. In the event that the Supplier is required to make payment for expenses to the employee, the Supplier will invoice the Client for the cost and add an administrative fee of EUR 10 per invoice.
10. All work will be carried out as whole days as set out in Finnish legislation or under the applicable collective agreement, unless otherwise agreed in advance. The Supplier retains the right to charge the Client on the basis of the actual job role even if the employee carries out work that deviates from what is agreed in the Order.
11. All Supplier invoices will include statutory indirect taxes, including VAT, in line with current legislation.
12. The payment term is eight (8) days from the date of the invoice, unless otherwise agreed in the contract. The overtime rate is in accordance with the Interest Act. The billing surcharge and the reminder fee for the payment are EUR 10 per invoice.
13. The Supplier reserves the right to revise all charges in the event of changes or increases in employer costs or other related costs. In the event that the employees' pay must be reviewed during the contractual period due to general pay increases in the sector, non-recurring payments or other expense items, the Supplier retains the right to increase its charges correspondingly with effect of the entry into force of the pay increase. The revised charges described herein apply to all Orders.
14. In the event that the Order runs for more than twelve (12) consecutive months without interruption or is subject to a gap of up to fourteen (14) days, Adecco will revise its charges with an increase of 3.75% under the Annual Holidays Act. This term is not applicable when building construction collective agreement is applied to the order.

Recruitment fee for an employee

15. In the event that the Client recruits the employee as its own employee, the recruitment fee is determined according to the total hours worked by the employee at the Client's premises and/or according to the time from the start of the order and their most recent pay as follows:
 - Less than 632 working hours (approximately 4 months): the recruitment fee is 2.5 x latest monthly salary, paid for work carried out at the Client's premises;
 - 632-1264 working hours (approximately 4 - 8 months): the recruitment fee is 1.5 x latest monthly salary, paid for work carried out at the Client's premises; and
 - Over 1264 working hours (approximately more than 8 months): no charge.

16. The Client shall pay the recruitment fee also in case the Client or its sister company or other related company, through another company, hires an employee previously hired through the Supplier or enters into a subcontracting or other similar agreement concerning such an employee during the above-mentioned period. However, the recruitment fee is waived if the Client can plausibly show that the sister company or other related company became aware of the employee through another party and not through the Client. The recruitment fee does not concern employees presented by the Client (payroll).

Liability for damages

17. The Supplier shall be responsible for possible loss or damage caused by the employee to the Client in line with the relevant legislation and jurisprudence and in accordance with the restrictions within these terms. The supplier shall therefore not be responsible for loss or damage sustained by the Client as a result of work carried out by the employee, unless the loss or damage is due to shortcomings in the employee's education and training, professional skills or experience that, by virtue of these terms and conditions, are Supplier's responsibility.
18. The Supplier shall not be responsible for any damage caused to the Client due to the employee being unable to perform their agreed duties. In such an event, Supplier retains, if so agreed, the right to supply, as soon as practicable, another employee in place of the employee prevented from performing their agreed duties.
19. The Supplier's liability is limited to EUR 50,000 for each individual order in all circumstances. In accordance with the Tort Liability Act, restrictions do not apply to situations in which the damage is caused intentionally or by gross negligence as the compensation liability is carried out by the causer of the damage.
20. Neither Party shall be responsible for indirect damage or damage sustained by third parties.
21. The Client must lodge a claim for compensation with Adecco within eight (8) weeks from the moment the event or fault to which the claim for compensation pertains was observed or should have been observed. By failing to do so, the Client loses right to any possible compensation.
22. The supplier's liability for damages set out in these terms and conditions is exhaustive and the Supplier accepts no further obligations or liabilities in addition to those specifically agreed in these terms and conditions.

Occupational safety and working for the Client

23. The Client commits to comply with labor legislation, official regulations and applicable collective agreement. The Client provides and enables the legal or collective agreement specific breaks and rest times for the employees. The Client must arrange the work so that the employees have the possibility to have legal or collective agreement based holidays, time off or other absences.
24. The Client is responsible for the occupational safety, and the safety and security of employees at the workplace and in the working environment, taking extra cautions regarding situations which may cause harm or pose a danger in the workplace. The Client is also responsible for, unless otherwise specified, all the occupational safety equipment such as workwear, protective equipment, and other protective gear for the employees. The Client is responsible for defining and actively overseeing matters relating to safety and health regarding work, the working environment and the use of protective equipment of the employees. The Client is also responsible for ensuring that all detected defects are addressed immediately without delay.
25. Should the Client neglect any of the above responsibilities, and should any claims be made to the Supplier due to breach of laws or an accident occurred to the employee or should the Supplier have proven costs directly associated with such accident occurred to the employee or an incident, the client is responsible for reimbursing all such costs directly to the Supplier. The maximum limit for such accidents is EUR 100,000 per associate.

Data protection

26. Each Party shall comply with its obligations with regard to personal data (as defined by the Regulation (EU) 2016/679 of the Europe- an Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC) under any applicable laws relating to data protection and privacy in connection with its activities under this Agreement and/ or in connection with the Services.
27. The Parties acknowledge and agree that each Party acts as a data controller in its own right with respect to its processing of personal data in connection with the provision and receipt of the Services. Each Party, as data controller, may disclose personal data to the other Party, as data controller under this Agreement.
28. Each Party is responsible (i) for providing all necessary notices to individuals, including its employees, officers and representatives, to the extent that their personal data is required to be disclosed to, or processed by, the other Party in connection with the Services; and (ii) for ensuring that in respect of such personal data, it has a valid processing ground under applicable laws relating to data protection and privacy to share their information with the other Party.
29. Client acknowledges that, where relevant, in order to benefit from certain added value services (such as online tools and systems that will facilitate the administration of the Services) it, and its Affiliates, employees, officers and other individuals, may have to consent to additional conditions, terms of use and/or privacy policies issued by Adecco or its Affiliates from time to time.

Other terms

30. If the Client considers it appropriate to issue a warning to an employee due to negligence or other employment-related breach, the Client must notify the Supplier without delay to allow the Supplier to respond to the matter as the employee's employer. The Client commits to contributing to Supplier's possible labor law processes.
31. The contract is valid until further notice in accordance with the terms of notice of HPL GTC terms and conditions or fixed term, until the agreed entity has been fully implemented. The contract must be terminated in writing or other proven manner. However, the terms and conditions intended to remain in force after the contract termination (especially Recruitment fee, Liability for damages and Data protection) will remain in force regardless of the termination of the contract. Individual orders will be terminated according to the section Order duration and termination.