



§ 1 Placement Terms

The recruiter undertakes to assist the job seeker in finding employment and to present potential job opportunities to them.

The job placement service provided by the recruiter is free of charge for the job seeker.

The recruiter cannot give any binding assurance that the placement will be successfully completed.

§ 2 Duties of the Recruiter

The recruiter undertakes to support the job seeker in finding employment.

This includes all services necessary for the preparation and execution of the placement, in particular establishing contact between the job seeker and a potential future employer, as well as assessing the candidate's knowledge and skills.

The job seeker is expressly advised that the recruiter cannot assume any responsibility for:

- the content of the employment contract concluded between the job seeker and the potential employer
- the actual performance of the employment relationship in accordance with the concluded employment contract, in particular for the absence of termination during the employment relationship
- the compliance with statutory, collective, or contractual provisions at the time of hiring and during the employment relationship. However, the potential employer is required to commit to the recruiter to comply with these provisions toward the job seeker.

The job seeker receives the following information about the employer from the recruiter (according to the job description):

- Job and requirement profile
 - Working hours
 - Monthly gross salary
 - Staff accommodation / if required
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§ 3 Duties of the Job Seeker

The job seeker is required to assist the recruiter in providing their services. This particularly involves promptly providing the recruiter with information about their personal background, knowledge, and skills.

This includes, in particular, a current CV with a photo, proof of education (diplomas), and other certificates demonstrating professional skills, as well as references from the most recent employer or the last significant position held. Educational certificates and diplomas must be translated at the job seeker's own expense.

The documents should be submitted via the following link: >>>
<https://gastromatch.net/en/employee/your-job-search/>

The job seeker is generally not obliged to accept the proposed job offers.

However, if a trial workday or the start of employment with a potential employer has been agreed upon and the employee does not wish to attend, they are obliged to inform the recruiter by email at least 5 days before the trial day or the start of employment. Otherwise, the recruiter may claim damages from the employee for breach of secondary obligations – in particular for futile expenses such as travel costs, reputational damage, work time, etc.

The job seeker may not use the knowledge of the potential employer's data to make direct contact, bypassing the recruiter, and must treat the information provided to them as confidential.

The job seeker must inform the recruiter immediately, but no later than within three days, if they have entered into an employment relationship that was not arranged by the recruiter, or if a placement is no longer possible or desired for other reasons.

§ 4 Conditions for Collective and Employment Contracts

The potential employer undertakes toward the recruiter to employ the job seeker in accordance with the conditions of the applicable collective and employment agreements, in particular to remunerate them accordingly.

If no collective agreement is applicable, the employer undertakes to pay the referred person a customary and reasonable remuneration in accordance with § 612(2) of the German Civil Code (BGB).

§ 5 Employment as Skilled Worker / Acceptance of International Qualifications

Employment is carried out in accordance with the German standard for skilled workers, provided that the respective qualifications are submitted.

If international job seekers from the EU or EEA are placed, the employer accepts the respective qualifications or diplomas (certificates) in accordance with German regulations, i.e., as far as they are comparable with the corresponding German certificates.

The qualifications/diplomas must be translated into German by the job seeker and submitted by the recruiter.

If a job seeker has falsified their documents, the legal responsibility lies solely with the job seeker. The recruiter assumes no legal responsibility for any incorrectly translated or falsified diplomas (application documents).

§ 6 Staff Accommodation

The employer provides staff accommodation to the employee.

The costs for the staff accommodation are to be communicated to the recruiter in advance.

§ 7 Support, Administration & Management

In relation to the recruiter, the employer is responsible for ensuring that all registration, social security, and other legal requirements connected with the employee's commencement of employment are complied with (main residence, bank account, health insurance, tax number, etc.).

Final Provisions

Agreements that deviate from this placement contract must be made in writing. This also applies to the amendment or waiver of this written form requirement.

The place of performance for all obligations under this contract is Konstanz. The place of jurisdiction – to the extent legally permissible – is also agreed to be Konstanz.

The governing law for the interpretation of this contract and for all related legal disputes is the law of the Federal Republic of Germany.

In the placement contract, in particular, the provisions of the German Civil Code (BGB) and the legal basis for personnel placement are to be applied.

Should any provision of this contract be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

The invalid provision shall be replaced by a legally permissible provision that most closely reflects the intent of the preceding agreement.

Chamber of Commerce the service provider belongs to:

Chamber of Industry and Commerce

Professional title:

Private Recruiter

VAT Identification Number:

DE 267 88 39 02

Company Number:

241 970 35

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