

§ 1 Terms of Placement

The Recruitment Agency undertakes to support the Job Seeker in the search for a job and to present potential positions to them.

The placement services provided by the Recruitment Agency to the Job Seeker are **free of charge**.

The Recruitment Agency cannot give a binding guarantee that the placement will be completed successfully.

§ 2 Obligations of the Recruitment Agency

The Recruitment Agency undertakes to support the Job Seeker in the search for a job.

This includes all services required to prepare and carry out the placement, in particular establishing contact between the Job Seeker and the prospective future Employer, as well as assessing their knowledge and skills.

The Job Seeker is expressly informed that the Recruitment Agency cannot assume responsibility for:

- the content of the employment contract concluded between the Job Seeker and the prospective Employer,
- the actual performance of the employment relationship in accordance with the employment contract concluded, in particular for the absence of any termination during the employment relationship,
- compliance with the statutory, collective-bargaining or employment-contract provisions upon hiring and during the employment relationship. However, the prospective Employer has undertaken to the Recruitment Agency to comply with these provisions towards the Job Seeker.

The Job Seeker will receive the following information about the Employer from the Recruitment Agency (as per the job description):

- > Job and requirements profile
- > Working hours
- > Monthly gross salary
- > Staff accommodation / if required

§ 3 Obligations of the Job Seeker

The Job Seeker shall support the Recruitment Agency in the provision of its services. In particular, this requires the Job Seeker to provide the Recruitment Agency with information about themselves and their knowledge and skills as soon as possible.

This includes, in particular, a current CV with photograph, proof of training (diploma) and other evidence of acquired professional skills, and references from the most recent Employer or the last relevant position held. Proof of training and diplomas must be translated at the Job Seeker's own expense.

Documents should be submitted via the LINK below >>>

<http://gastromatch.de/arbeitnehmer/ihre-jobsuche-unser-service/>

The Job Seeker is generally under no obligation to accept the job offers proposed.

However, if a trial workday or a start date has been arranged with a prospective Employer and the Employee does not wish to keep that appointment, they are obliged to notify the Recruitment Agency of this by e-mail at least 3 days before the trial workday or the start date. Otherwise, the Recruitment Agency may claim damages from the Employee for breach of ancillary obligations – in particular for wasted expenses such as travel costs, damage to reputation, lost working time, etc. – as a result.

The Job Seeker may not use knowledge of the prospective Employer's details to make direct contact while bypassing the Recruitment Agency, and must treat the data provided to them as confidential.

The Job Seeker must notify the Recruitment Agency without delay, and no later than within three days, if they have entered into an employment relationship that was not arranged by the Recruitment Agency, or if a placement is no longer possible or desired for any other reason.

§ 4 Conditions for Collective Bargaining Agreements and Employment Contracts

The prospective Employer undertakes to the Recruitment Agency to employ the Job Seeker in accordance with the terms of the collective bargaining agreements and employment contracts applicable to them, and in particular to remunerate them accordingly.

If no collective bargaining agreement is applicable, the Employer undertakes to pay the placed person a locally customary and appropriate remuneration.

§ 5 Employment as a Skilled Worker / Acceptance of International Training Certificates

Employment takes place in accordance with the German standard for skilled workers, provided that the relevant training certificates are submitted.

If international Job Seekers from the EU or the EEA are placed, the Employer accepts the respective training certificates or diplomas (certificates) in accordance with German regulations, i.e. provided that these are comparable to the corresponding German certifications.

The training certificates/diplomas are translated into German by the Job Seeker and submitted by the Recruitment Agency.

Should a Job Seeker have falsified their documents, legal responsibility rests solely with the Job Seeker. The Recruitment Agency bears no legal responsibility for any incorrectly translated or falsified diplomas (application documents).

§ 6 Staff Accommodation

The Employer provides the Employee with staff accommodation. The costs of the staff accommodation will be communicated to the Employee in advance.

§ 7 Support, Administration & Management

In its relationship with the Recruitment Agency, the Employer is responsible for ensuring that the registration, social-security and other requirements relating to the Employee's taking up employment are complied with. (Main residence / bank account / health insurance / tax number, etc.)

Final Provisions

Agreements deviating from this Placement Agreement must be made in writing. This also applies to any amendment or waiver of this written-form requirement.

The place of performance for all services under this Agreement is Prague / Czech Republic. Insofar as legally permissible, Prague is likewise agreed as the place of jurisdiction. The law governing the interpretation of this Agreement and all disputes connected with it is the law of the Czech Republic / Czechia.

This Placement Agreement is subject in particular to the regulations and legal bases governing personnel recruitment. Should any provision of this Agreement 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 comes as close as possible to the intent of the original provision.

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