

General terms and conditions

§ 1 Contractor's obligations

WBS enters into a sustainable and trusting business relationship with its client after signing the contract. The client commissions WBS with the recruitment (consulting, job advertisement and candidate pre-selection) of nursing professionals from non-EU-countries – so called third states.

While adhering to fair and ethical recruitment and placement practices, WBS is committed to ensuring that

1. the placement of candidates is fair, transparent and aligned with the WHO Code of Conduct for the International Recruitment of Health Professionals.
2. the employer is required to cover all costs incurred in the recruitment process, language training and integration, the recognition process and all examination and application fees. The candidate may not be charged for any recruitment services. (Employer pays-P)
3. the entire recruitment and placement process does not violate any international human rights conventions.
4. WBS ensures that the employment relationship between the employer and the foreign candidate complies with the ILO Core Labour Standards and in particular the General Principles and Operational Guidelines for Fair Recruitment.
5. WBS and the employer agree to comply with the IRIS standards of the International Organisation of Migration.

WBS accompanies the employer and the care workers in the recruitment process until they receive their professional licence, which allows them to work as a registered care worker in Germany.

After the professional recognition, the client hires the care workers as certified care workers.

Based on a requirement profile specified by the client, WBS advertises the positions, selects suitable candidates (examination of application documents, pre-selection interviews to determine the professional suitability, motivation, personality and potential of the applicants) and creates an applicant profile with a photo, personal data, previous qualifications and reasons for selection.

The profiles of the selected interested parties are submitted to the client for selection.

The decision in favour of an applicant is the sole responsibility of the client. WBS supports the client in the implementation of job interviews. The interviews take place online in the presence of a translator provided by WBS.

The candidate takes part in a language course in the respective country of origin and successfully passes the B1 examination (telc or Goethe) there.

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The socio-cultural preparation of the candidate is part of the German course.

As soon as the client has decided on a candidate, the recognition procedure is applied for at the relevant state office as well as the visa.

WBS organises the journey to the place of work in Germany. The client pays the flight costs for each candidate. Candidates are encouraged to use the cheapest reasonable travel route so as not to incur excessive costs.

We document every recruitment in accordance with the templates of the "Fair Recruitment in Care Germany" seal of quality by using the corresponding sample templates and make them available to our clients and candidates.

[template contractor](#)

[template candidate](#)

§ 2 Client's obligations

The client provides WBS with all information on the requirements for the candidates as well as the planned employment relationship and working conditions before the recruitment process begins.

Particular attention should be paid to provisions and contract contents on commitment and repayment clauses that conflict with the legal framework for commitment and repayment clauses set out in labour law.

After the application procedure has been completed and the client has decided which candidates it wishes to employ, the client draws up an employment contract for each candidate, which is valid on condition that the candidate successfully passes the B1 examination in the country of origin and starts the employment relationship. An integration concept shall be attached to the employment contract.

The client shall pay the placed candidates the remuneration announced in the employment contract at the time of recruitment for the planned positions (nursing assistant and, after passing the knowledge examination, registered nurse).

The client guarantees to implement an integration management concept according to DKF standards and outline. This should include at least the following bullet points:

- Preface / Introduction
- Preparations after recruitment
- Arrival and the first days
- Relocation management support
- Establishing integration management
- Sponsorship and mentoring
- Organise recognition process
- Adapt induction
- Accompany team building

- Expanding competences
- Intercepting conflicts
- Enabling social participation
- Dealing with dismissal and poaching

§ 2 Fees and due dates

The fee for WBS for the placement of a registered nurse includes the service components specified in the contract.

The fee is invoiced in success-dependent instalments as follows:

After both parties have signed this cooperation agreement, a deposit of 10% of the total amount is due for each planned candidate. In the event that fewer than the planned candidates can be presented, the amount will be refunded on a pro rata basis.

The fee for the language course, integration and recognition procedure and any additional services agreed upon will be charged in two instalments:

- 45 % - upon signing of the employment contract between candidate and employer.
- 45 % - upon commencement of employment

Should a candidate leave the project on his/her own initiative in the course of the language course without any action on the part of the client, the language course fee paid up to that point will be refunded. Alternatively, at the request of the client, the position can be filled free of charge.

Invoices from WBS are due immediately and without deductions. If the client defaults on payment, WBS may charge interest on arrears at a rate of 5% above the respective base interest rate of the European Central Bank. All amounts are net plus the statutory value added tax.

§ 4 Fulfilment of contract

If documents and information provided by WBS in connection with this contract reach a third party due to culpable conduct on the part of the client and the third party concludes an employment contract with an applicant, the client shall also owe the placement fee.

§ 5 Duties to cooperate

The client undertakes to provide all documents and information necessary for the fulfilment of the order or to enable these to be prepared by WBS.

If a proposed applicant has already applied to the client independently of the placement order placed, the client is obliged to inform WBS immediately after receipt of the application documents. If the client fails to inform WBS and fills the vacancy with this applicant, WBS is entitled to invoice the placement fee in full.

The client undertakes to inform WBS immediately of the conclusion of a contract with an applicant.

§ 6 Term of contract/termination

If the client does not fulfil his obligations, WBS shall be entitled to terminate this framework agreement with immediate effect.

with immediate effect. The client may give notice of termination at any time without observing a period of notice. The client agrees the following procedures in the event of termination:

Termination due to unsuitable candidates. Should none of the proposed candidates meet the requirement profile of a job named in this contract, the position concerned may be excluded from this framework contract. In this case, no invoice will be issued for the affected position and the deposit will be refunded.

Termination due to withdrawal of a candidate. Any candidate may withdraw from the offer of employment at any time as long as the employment contract has not been signed.

Termination for reasons not attributable to WBS or the selected candidate. In this case, WBS has the right to charge for the services provided up to the time of termination. The services rendered are to be proven by WBS in a suitable form. If candidates have already received a commitment, an expense allowance will be paid to WBS, which, per terminated job: 50% of the total remuneration.

Candidate protection: If the client hires further candidates presented by WBS within the framework of this contract within the following 12 months after the end of the contract, the agreed expense allowance will be invoiced in each case.

§ 7 Warranty

No guarantee is assumed, in particular no guarantee is assumed for the quality of work, the working method and resilience of the placed candidate or his/her personal reliability. Recourse and other claims for compensation by the client are excluded.

The recruitment agency assumes no guarantee for the continuation of the employment relationship and in the event that the applicant performs poorly or does not perform the contractually owed service after the conclusion of the contract with the client.

§ 8 Data protection

Pursuant to § 298 SGB III, the contracting parties are obliged to treat applicants' documents and information confidentially and not to pass them on to uninvolved third parties. This obligation continues even after termination of the contract.

WBS and its partners guarantee the confidential treatment of all information and data obtained within the scope of the placement order. The client agrees to the electronic storage, use and forwarding of the data provided to WBS. They are used exclusively for the fulfilment of the agreed service.

Insofar as the client stores the personal data provided, the client shall be responsible for ensuring that all data protection requirements are met when storing and/or otherwise processing the data provided. The Principal shall indemnify WBS upon first request against claims based on a breach of its obligations under data protection law.

Personnel documents provided to the client are the property of WBS and its partners and must be returned to WBS or destroyed immediately on request. In the event of destruction, a written confirmation of destruction binding on the client must be sent to WBS on request. This does not apply to documents of an applicant with whom the client has concluded a contract.

The client shall be liable for intent and gross negligence if it breaches a material contractual obligation. This also includes the obligation to maintain confidentiality and to comply with data protection.

§ 9 Liability, exclusion of liability

WBS accepts no liability for successful placement.

As a matter of principle, WBS is not liable for circumstances or damage caused by the applicant in the course of or on his activity.

WBS shall only be liable for damages, irrespective of the legal grounds, in the event of intent or gross negligence on the part of its employees, legal representatives or vicarious agents and in the event of culpable breach of essential contractual obligations. In the event of culpable breach of material contractual obligations, liability shall be limited to compensation for typical foreseeable damage. The above limitations of liability shall not apply in the event of injury to life, limb or health.

If, after selection by the client, the applicant does not fulfil the requirements for the granting of an exit permit or entry permit for reasons within the client's own sphere of responsibility, the recruitment agency shall not be liable for the resulting damage.

§ 10 Concluding conditions

All agreements between the parties are set down in writing as an integral part of the contract. There shall be no verbal collateral agreements.

Amendments and/or supplements to this contract as well as collateral agreements must be made in writing in order to be effective. This formal requirement may not be waived or set aside either orally or by implication. Any invalidity of individual contractual provisions shall not affect the validity of the remaining provisions.

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Notwithstanding the foregoing, informal amendments or supplements to this contract shall also be valid if they are individual agreements within the meaning of § 305b of the German Civil Code (BGB).

The contracting parties acknowledge the above provisions with their signatures.

The law of the Federal Republic of Germany shall apply. The place of performance and jurisdiction for all disputes arising from and in connection with this contract is the registered office of WBS TRAINING AG in Berlin in the case of contracts with traders.

The contract includes:

- I. application profiles
- II. detailed service information
- III. statement of costs

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