



**CORRECT ■ CONSULT**

The future at work

**Correct-Consult Bulgaria**

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## **GENERAL TERMS AND CONDITIONS**

### **FOR LEASING OF PERSONNEL**

#### **1. General**

1.1 These general terms and conditions define the scope of the provision, negotiation and accomplishing of all services connected with the provision of temporary employment on behalf of CORRECT – CONSULT BULGARIA LTD (hereinafter called "The agency"), UIC: 130836657, for the Client (hereinafter called "Client"). The general terms are subject to the Labour Code regulations / including chapter VIIIc, Law on Employment Promotion, Law on Personal Data Protection, Law on Health and Safety at Work, Law on the obligations and contracts.

1.2 These general terms are to be applied to all contracts and will be the main part of the latter. These terms replace all previous verbal or written proposals, communication and/or agreements between the parties referring to provision of services and will replace all Terms and Conditions proposed by the Client.

1.3 Any amendment to these terms and conditions will be accepted only after a written agreement between the parties.

1.4 In case of discrepancies between these terms and the specific conditions in the contract, the specific conditions will have priority if legal disputes occur.

1.5 Subjects- non-regulated by these general terms or the Contract for temporary placement will be solved according to the Bulgarian legislation.

1.6 Legal framework: The Agency starts consultancy services in Bulgaria in 2000 in the field of human resources. She is fully licensed by the Ministry of Labour and Social Policy as a a business establishment providing consultancy, permanent placement and leasing of personnel.

1.7 All communication or actions committed by the client which confirms a contract or an agreement for accomplishing the services of the Agency, as well as accepting the Services of the Agency by the Client, will be considered as accepting The General Terms by the Client.

1.8 These Terms may be changed only with the written agreement between the Agency and the Client.

1.9 Any communication between the Agency and the Client via e-mail will be considered as "written" and/or "in writing". The electronic communication system /Microsoft Outlook/ will serve as an only piece of evidence for the content and time of sending/receiving of the electronic messages. The parties may agree on other forms of acceptable communication in the Contract signed by both the Agency and the Client.

## 2. OFFERS, ORDERS, COMMUNICATION AND CONFIRMATION

2.1 Offers, made by the Agency in whatever form, are not binding upon the Agency and merely constitute an invitation to the Client to place a confirmation of the order. All offers issued by the Agency are binding for the Agency after they are accepted by both parties in written form. All offers issued by the Agency may be revocable and subject to change without notice before accepting by the Client. All the offers accepted by the Client and by the Agency in writing ("Agency Confirmation") are called Order and are final and mandatory for both parties.

2.2 Statements and agreements made by the Agency's employees are not binding upon the Agency unless confirmed or made in writing by duly authorized representative of the Agency. Each contracting party shall name one experienced person responsible for providing information and able to make or motivate decisions required for the execution of this agreement.

## 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 The Agency shall ensure that the temporary placement employees will be hired with a labour contract by the latter according to the Labour Code. The labour contract is entered into:

- 3.1.1. till accomplishing a specified job;
- 3.1.2. for replacing an employee who is absent from work.

The labour contract specifies that the employee will be on a temporary position in an enterprise and there they will be under the management of the latter. The labour contract does not permit clauses which forbid or impede from entering employment relations between the user undertaking and the employee while or after expiring the time of temporary employment.

3.2 In case the Agency is responsible for the recruitment of the leased personnel, and the Client is not satisfied with the professional qualification and job performance of the leased employees, after informing in writing the Agency, the Client may ask for a free replacement of the employees within the probation period of the labour contract. After that the employee will be considered to have proven his/her professional qualities. Under the law, the employee may be dismissed under the terms of the Labour Code, after the customer pay all benefits, including lieu of paid annual leave.

3.3 The client must comply with the agreed period for hiring the employee on the basis of the contract. After expiring of the contract, the employee shouldn't work for the Client. If otherwise, the Client will be responsible for any damages whatsoever made to the Agency (if any). At the suggestion of Client, the contract for temporary placement can be renewed. The client has to inform the Agency at least 90/ninety/

days in advance before expiring of the last contract of its desire to rehire the employee for a temporary placement.

3.4. By signing the contract and taking into consideration the collective labour agreements and the obligatory normative regulation, the Client confirms in written the authenticity of the information given to the Agency concerning the minimum salary of his own employees on the same job position, payment thresholds, working conditions.

3.5. In the event that a client needs to stop the working process for technical reasons, he is still obliged to pay the Agency the agreed in the contract amount for every service provided and idle time for each leased employee.

3.6 In case the contract for leasing of personnel (or Addendums to it for each one position or person) is ended or the Client terminate the contract (or Addendums to it for each one position or person) and the labour contract between the Agency and the employee is surceased, he is obligated to pay:

- 1) all expenses and compensations for the leased employee according to the Labour Code;
- 2) all obligations to the mobile phone operator until the end of the contract in case there is such agreement between the agency and the mobile operator with the explicit instructions of the client; The agreement between the Agency and the mobile operator is an integral part /Addendum to the contract/ of the contract for temporary placement of personnel;
- 3) all obligations to the lessor of the car until the end of the contract, based on an operational leasing agreement, in case there is such agreement between the agency and the owner of the car with the explicit instructions of the client. The operational leasing agreement for the car is an integral part /Addendum to the contract/ of the contract for temporary placement of personnel.

3.7 The number of leased by the Agency employees cannot exceed a total of 30% of the total number of employees in the business establishment receiving the service for temporary placement.

3.8 The Client guaranties that:

- Provide transportation to/from work or vouchers for taxi transportation in the following cases:
  - ✓ When the shifts of the leased employees start or finish before or after working hours of public transport;
  - ✓ When working in areas where such public transport does not exist;
  - ✓ When working in settlements outside of the address of place of residence of the leased employees.
- The employees sent for temporary placement do not belong to either first or second work class category;
- The undertaking user does no activity connected with the national security and defense of the country;

- There is no strike taking place at the undertaking user; also the client is not in the process of liquidation.

#### **4. RESPONSIBILITIES ACCORDING TO THE LAW ON HEALTH AND SAFETY AT WORK**

4.1 The Client has to give the Agency the full information about future duties of the employee on the temporary placement position, information about possible risks connected to his/her job and a list of all products and substances with which the employee will be in contact during performing his/her duties.

4.2 The Client must observe the Law on Health and Safety, as well as all other applicable normative regulations regarding health and safety at work.

4.3 The Client is responsible for informing the leased employee about any risks to the employee's health and safety that might occur in the working process. It is the Client's duty to assure the necessary training and give instructions for use of all the equipment that is to be used at work.

4.4 The Client evaluates the risk of health and safety at work estimating specific hazardous elements in the working environment according to the work rules of the company. The Client informs and gives instructions to the leased personnel about the prescribed health and safety rules at work in written. After being instructed by the Client, the employees declare with their signature in the notebooks for health and safety rules at work that they have been fully instructed by the Client and that they are acquainted with the rules and they will follow those rules.

4.5 The client provides the same safety conditions at work to the leased personnel as to his own /employees/.

4.6 All means for protection needed at work are provided by the Client.

4.7 In case of an accident at work involving the leased employee the Client must immediately inform the Agency in written about the accident and give all necessary information for further actions if such are necessary.

4.8 In case of death, professional illness and/or employment accident which had led to partial or full invalidity of the employee the Client has to cover all material and non-material losses according to the acting Bulgarian law. The Client is also responsible in case of any unforeseen event which occur at work and cause accident to the employee.

#### **5. PAYMENT FOR THE SERVICES, PROVIDED BY THE AGENCY**

5.1 The payment for the services for temporary placement is defined by the contract between the parties in written. In addition to this payment a VAT at the amount of twenty percent /20%/ will be added.

5.2 The agreed price is payable to the Agency by the Client and includes all expenses of the temporary employed personnel such as salary and social benefits, expenses for mobile operator contracts, leasing of cars, fees on opening of bank accounts for the Client expenses, medical service on health and safety at work, etc., as well as the agreed commission for the service rendered. The Client is obliged to pay the Agency the expenses for all actually hired employees no matter if their number is different from the previously agreed.

5.3 In case the Client wishes to hire an employee directly without the assistance of the Agency, the Client is obligated to pay a fee to the Agency at the amount of a month's salary as well as all expenses for terminating the contract between the Agency and the client.

5.4 According to the acting Bulgarian legislation the Client is obligated to pay a double day's wage during official holidays and to bear the costs of unpaid leaves and sick leaves.

5.5 The Client is to pay the Agency the sum of hours/days/months on duty per every leased employee and for every contract for such. All unsettled matters with a specific leased employee or several leased employees will not be considered a reason for not paying the rest of the employees.

5.6 Unless otherwise agreed, the payment will be carried out within five (5) days from the date of the invoices - advanced payment and monthly / weekly payments, after e-mailing the scanned original invoice to the contact person - by bank transfer to the bank account of the Agency, stated in the invoice. All payments will be made without any deductions.

5.7 In case the Client doesn't meet the payment deadlines the Agency has the right to call immediate payment of the agreed in the Contract sums as well as the sums of all other acting contracts with the Client. This is applicable regardless other deadlines and ways of payment.

5.8 With respect to the payment of the cost of services, time is of essence. The Agency may impose an interest rate of 1% per day for any delayed payment but not more than 10% of the whole amount. All expenses of the Agency connected with gathering of due payments (including taxes for attorneys, experts, agencies for recovery, court expenses and all other expenses related to any legal proceedings) will be at the expense of the Client.

5.9 Every payment made by the Client to the Agency will be used firstly to cover court and legal proceedings and all related to these, the due interest on the payment and after that the due amount which has been delayed.

5.10 Every claim on behalf of the Client regarding the issued by the Agency invoice has to be made not later than 5 /five/ days after issuing of the document. After this period it is considered that the Client has approved the invoice.

5.11 In case of change in the legal provisions / minimum wage, minimum thresholds for the wage, changing the salary of own employees holding the position the same as leased employees, changes in collective agreements, etc. /, the agreed prices and the work salaries in the Contract for leasing of personnel have to be altered accordingly.

5.12 The Agency guaranties that there will be no fees charged to the employee for assisting him/her in the process of finding a job and starting work at the enterprise mentioned in the contract neither before, during nor after terminating the labour contract between them and the employee.

## 6. CONFIDENTIALITY AND SUBCONTRACTORS

6.1 The parties involved in this contract will use all documentation and information referred to as confidential only for the purposes of the contract. Unless and until such information and documentation is revealed to the public, the parties will treat the latter with utmost confidentiality when third parties not being part of this contract are involved. This obligation will apply after the termination of the contract.

6.2 The Agency may hire subcontractors and has to give them thorough instructions about their duties and obligations according to those in section 6, clause 6.1.

6.3 In case of breach of confidentiality clauses, the parties owe each other a forfeit in the amount value of the contract.

## 7. RIGHTS AND OBLIGATIONS OF THE LEASED PERSONNEL

7.1 The Agency shall reimburse the leased employees the agreed remuneration and bonuses / if any / based on the labor contract.

7.2 The Client is to inform the Agency about any factor affecting the amount of salary of the leased employee.

7.3 The Client submits all information on behalf of the leased employees regarding leaves, sick leaves and absences from work.

7.4 The Agency calculates the working hours, days, and months, based on the attendance sheet which is compiled and signed by the Client. By signing the attendance sheet the Client agrees with the hours the employee has worked.

7.5 In case the attendance sheet is not submitted to the Agency up to the 3-rd (third) day of the following month, the Agency has the right to charge an extra fee to the amount of 0.5% of the whole amount of sum payable for each day delayed.

7.6 Any extra work or overtime and/or similar will be calculated by the Agency according to the acting legislation.

## **8. COMMUNICATION REGARDING THE JOB PERFORMANCE BY THE LEASED EMPLOYEE.**

8.1 The client has to inform explicitly the Agency in following cases:

- When an employee is going to be absent from work-not later than 4 hours after receiving the information;
- After a successful termination of the trial period of the leased employee - at least 5 (five) working days before that;
- When there is a change of occupation and/or place of work of the leased employee - at least 3 (three) working days before that;
- In case the leased employee behaves in a way which may lead to disciplinary procedure or dismissal – immediately;
- Any factor which might influence the economic status of the leased employee-in time for the agency to take the necessary steps.

8.2 In all other cases the information is exchanged and confirmed within 48 hours.

8.3 The client has to keep the leased employees informed about their duties and coordinate them. The client has to point out to the leased employees their faults in doing their job and instruct them as how to correct them. In case of misconduct by employees the Client inform the Agency.

8.4 The Client may terminate the contract only after all due sums are paid.

## **9. CANCELLING OF CLAUSES**

Canceling one or more clauses from the General Terms, no matter the reason will not reflect upon the other clauses which will retain their meaning and power. Those general term are valid for all the employees and subcontractors of the parties in the process.

## **10. APPLICABLE LAW AND COMPETENCE**

10.1 The rights and obligations of the parties deriving from or connected with those general terms will be arranged, interpreted and applied according to the Bulgarian legislation.



10.2 The Parties agree that any suits, actions or proceedings that may be instituted by any Party will be referred to the Arbitration Court of the Bulgarian Industrial Association under the rules of claim procedure, effective from the date of filing the request for arbitration by three arbitrators from the list of arbitrators, based on arbitration agreements in Sofia, Bulgaria.

**11. BUSINESS ETHICS**

- All our actions are inspired by the belief that we provide consultant services in the HR sphere that exceed clients expectations and meet the highest standards of legal, moral and ethical attitude.
- We believe in and respect all individuals.
- We work in accordance with every law, rule or regulation.
- We work for the clients on the way we work for us!

**These conditions are applicable with effect from 01.01.2018**

Approved by: Dafina Damianova, Manager

These General Terms and Conditions are registered in Bulgarian Ministry of labour and Social policy according to chapter VIIIb of the Labour code and are an integral part of the contract for temporary placement (leasing) of personnel between the parties.

The Client ..... (name and surname of the official representative) declares that he is familiar with our General Terms and Conditions.

.....

/signature/

Date: .....