

## **General Terms and Conditions A+P Recruiting KG**

**Clients, cooperation partners and candidates**

**(14.04.2025)**

### **SECTION 1**

#### **SCOPE OF SUPPLY AND SERVICES**

A+P RECRUITING is hereby appointed to recruit skilled professionals abroad based on a requirements profile to be agreed between the parties, to introduce them to the client and then to ensure that the selected candidates have the necessary language skills and socio-cultural knowledge to qualify for employment with the client in Germany.

Part of the service is also to minimise the workload of the client related to the management and coordination of the entire recruitment, qualification and integration process in Germany.

### **SECTION 2**

#### **Services**

After coordinating individual requirements profiles with the client, the service provider shall recruit healthcare and nursing staff (m/f/d) in defined target regions (Philippines, India, Tunisia, Indonesia and/or EU) with foreign cooperation partners through job advertisements and social media, who ideally envisage a future in Germany and can therefore be recruited as skilled workers in the long term.

During all phases of the process, the service provider shall provide all services in close coordination with the client.

### **SECTION 3**

#### **VALIDITY / DURATION OF THE AGREEMENT**

This agreement will come into effect upon being signed by both parties with a maximum term of 24 months.

Concrete delivery and performance dates shall be mutually agreed between both parties as soon as the client's requirements for the candidates to be recruited have been specified in concrete terms within the framework of the project setup.

Both parties shall endeavour to ensure that the recruited skilled workers start work within a period that is significantly shorter than the maximum duration of the agreement.

If it is conducive to this objective, recruitment, qualification and employment can also be agreed in batches with defined performance deadlines.

## **SECTION 4**

### **PERFORMANCE GUARANTEE**

A+P RECRUITING guarantees the client the sustainable performance of the agreement through the following guarantee clause:

If candidates (m/f/d), who have accepted a binding job offer

- a) before arriving in Germany or
- b) within the first twelve months of starting work in Germany

leave the employment relationship with the client<sup>1</sup> at their own request, A+P Recruiting shall provide a suitable replacement as quickly as possible at its own expense.

In such a guarantee case, the costs incurred by the service provider for recruiting a replacement up to arrival in Germany shall be borne in full by A+P RECRUITING.  
The client shall only bear the candidate's new travel expenses.

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<sup>1</sup> Leaving the company in favour of taking up employment in a company affiliated with the client will not trigger a guarantee claim.

## **SECTION 5**

### **REMUNERATION / TERMS OF PAYMENT**

The service provider's remuneration shall be calculated based on a fixed price per engaged foreign healthcare worker (m/f/d)

Recruiting staff abroad incurs significant external costs from the recruitment stage:

- Recruitment
- Language training abroad
- In the Philippines:  
Living expenses of candidates (m/f/d) during language training
- Costs associated with visa issuance

These costs shall be borne entirely by the service provider and will be refinanced from advance payments, which shall be invoiced based on the progress of the project.

All prices are quoted exclusive of VAT at the applicable rate.

Invoices are issued with a payment term of 14 days net.

## **SECTION 6**

### **TRAVEL COSTS AND EXPENSES**

#### **Travel expenses of the service provider**

Travel expenses of the service provider's personnel are fully covered by the fixed price.

#### **Travel expenses of the candidates**

- a) With respect to flights to Germany, an offer from the client and an offer from A+P Recruiting KG shall be obtained for comparison purposes.  
After approval by the client, the booking will be made by A+P RECRUITING.

The cost of the inbound trip to Germany (economy class air travel) shall be charged to the client upon presentation of relevant receipts.

- b) Travel costs and expenses of candidates after arrival in Germany shall be invoiced to the client in accordance with the German Travel Expenses Act (BRKG).

## **SECTION 7**

### **SERVICES PROVIDED BY THE CLIENT**

The client shall provide all service-related prerequisites, documents and information required for the provision of services by A+P RECRUITING free of charge for the duration of the cooperation.

The client shall also provide A+P RECRUITING with all the necessary support required for the proper performance of the service free of charge, including appropriately qualified personnel

- to coordinate the project activities
- for technical-administrative coordination
- for onboarding of new candidates.

The client shall also lay the groundwork, which is not covered by the scope of services provided by the service provider, in good time and at its own expense. This groundwork will enable the candidates to take up the employment, e.g.

- Support in the search for suitable accommodation
- Alternatively, engaging a relocation agency

## **SECTION 8**

### **KNOWLEDGE TEST AND ADAPTATION COURSE**

There are two ways for foreign nurses to obtain full recognition of their professional training, which are generally open to them:

The knowledge test and the adaptation period.

In consultation with future employers, nurses are free to choose which path they choose.

## **SECTION 9**

### **LANGUAGE**

The project, contract and reporting language is German. In the case of agreements with persons who have less than B1 language level German, English or the lingua franca of the country.

## **SECTION 10**

### **CODE OF CONDUCT**

The Code of Conduct applies to all business processes of A+P Recruiting KG.

## **SECTION 11**

### **COMPLAINT PROCEDURE**

In case of complaints, the contact form on the homepage can be used or they can be sent directly to [jan.gierke@apgloab](mailto:jan.gierke@apgloab). Complaints will be processed within 14 days, and a corresponding response will be sent to the complainant.

#### **SECTION 11.1**

Refunds, deposits, or binding clauses are excluded.

#### **SECTION 11.2**

Nursing professionals have the right to reject a job offer without giving reasons.

## **SECTION 12**

### **AGENCY FEES**

No placement fees are charged to the nursing staff. In addition, no costs are charged for services directly related to the placement.

## **SECTION 13**

### **INTEGRATION**

The business partners ensure a welcoming culture that enables the best possible integration of foreign workers both in the working environment and in their private lives. The customers implement an integration concept.

## **SECTION 14**

### **REVIEW AND RIGHT OF TERMINATION**

A+P Recruiting KG must be permitted to check compliance with the requirements of the GTC and Code of Conduct at any time.

If the GTC and the Code of Conduct are repeatedly not complied with, A+P Recruiting KG has a right of termination with a notice period of six months.

If the 'Employer Pays' principle is not adhered to, a right to extraordinary termination of the contracts with a notice period of three months applies in accordance with §§346f BGB (right of withdrawal) and §314 BGB (extraordinary termination).

## **SECTION 15**

### **CONFIDENTIALITY AND DATA PROTECTION**

As part of the project, A+P RECRUITING undertakes to observe all data protection laws and regulations applicable in the Federal Republic of Germany and not to carry out any evaluations that violate these regulations. Our employees are obliged to maintain data secrecy in accordance with the European General Data Protection Regulation (GDPR) if they gain knowledge of personal or company-related data as part of the project.

## **SECTION 16**

### **COMPLIANCE**

#### **Compliance with laws and regulations**

A + P Recruiting KG shall comply with all laws and official directives. If A + P Recruiting KG takes or fails to take an action in connection with this agreement which may lead to a criminal offence due to fraud or breach of trust, insolvency offences, offences against competition, granting of an advantage or bribery or to an administrative offence in accordance with Article 130 of the Administrative Offences Act (OWiG), the client will be entitled to withdraw from or terminate the agreement without notice.

#### **Gifts**

A+P Recruiting KG may not give any gifts to employees of the client, including non-cash gifts or other benefits arising from or relating to a business-related occasion.

Non-cash gifts are any items of value, including travel, free tickets to sporting and cultural events, entertainment, services, advertising bonuses and discounts; this also applies to gifts and benefits given to relatives of employees of the client arising from or relating to a business-related occasion.

## **SECTION 17**

### **REFERENCE**

The service provider is entitled to use the client's name and logo as a reference without providing any contractual details.

## **SECTION 18**

### **MISCELLANEOUS**

The contracting parties undertake to cooperate closely and fairly. The parties are aware that the project can only be successfully completed with joint effort.

The service provider and client shall therefore ensure smooth interface coordination.

If delays occur in individual process steps due to changes in the framework conditions that cannot be influenced by either party (e.g. visa issuance by the embassy), both parties will be required to make up for this delay as much as possible.

The current offer shall reflect the latest status. If one of the parties finds it grossly unreasonable to continue fulfilling its obligations under the agreement due to an obstacle related to the project or arising from an agreement, the parties shall contribute to an appropriate reconciliation of interests through negotiations and new agreements.

To be effective, any amendments to this agreement must be made in writing. There are no verbal agreements.

If any of the above provisions is held to be invalid, the validity of the other provisions of the framework agreement will not be affected or impaired thereby.

The invalid provision shall be replaced by a legally effective provision which comes closest to the intended purpose of the original provision in economic terms.

## **SECTION 19**

### **CHOICE OF LAW AND PLACE OF JURISDICTION**

The agreement is governed by the laws of the Federal Republic of Germany to the exclusion of private international law.

The place of jurisdiction is Hamburg, Germany.

## **SECTION 20**

### **SEVERABILITY CLAUSE**

If any provision of this agreement is held to be invalid, whether in whole or in part, or if there is an omission from this agreement, the validity of the remaining provisions of this agreement will not be affected or impaired thereby. In such case, the parties undertake to replace the invalid provision or supplement the omission by an appropriate provision that, to the extent permitted by law, comes closest to what the parties wanted or would have wanted in accordance with the spirit and purpose of this agreement if they had been aware of such a point at the time. If the invalidity of a provision is based on a measure of performance or time (time limit or date), this shall be replaced by a measure of performance or time (time limit or date) that comes closest to the original provision to the extent permissible by law.

