

Terms of Service

The general terms and conditions for recruitment apply to all relevant business relationships between Logistic Analytic Service Unternehmensberatung GmbH (hereinafter referred to as Logistic Analytic) with the service division Logisticjob.com as the contractor and the interested party or client. Conditions of the client that contradict or deviate from our terms and conditions will only be recognized if their validity is confirmed in writing. The following terms and conditions also apply to all future business with the client.

1. As part of the recruitment process, the client gives Logistic Analytic the job of looking for an applicant with specific qualifications for a specific job. Logistic Analytic designs the personnel search at its own discretion and presents applicants from the search in external sources or from the existing pool on Logisticjob.com. In that case, the provision of the applicant's contact details is deemed to be an order and requires a prior written agreement on the assignment.

The placement of job offers on Logisticjob.com can take place after commissioning. The order placed is recorded in an agreement taking into account these general terms and conditions.

2. The client is obliged to inform Logistic Analytic immediately if an applicant proposed by Logistic Analytic has already been or is being presented by another recruiter. This applies also,

- if the occupation of the job has become obsolete or
- if the job is to be filled elsewhere.

The costs and expenses incurred up to then in connection with the search for personnel are to be reimbursed by the client on proof.

3. The requirement profile discussed between Logistic Analytic and the client as part of the contract, as well as the documents handed out when the order is placed, are the basis of the personnel search. If Logistic Analytic presents the client qualified applicants that deviate from the specified requirement profile, these are deemed to have been accepted by the client if the client invites them to an interview or an employment contract is concluded.

4. The client is obliged to notify Logistic Analytic in writing within 5 working days of the conclusion of an employment relationship and stating all the information required to determine the fee claim. This obligation also applies to the failure of an employment with the applicants presented. The client is also obliged to return the application documents of all applicants with whom no employment relationship is concluded upon request to Logistic Analytic.

5. Logistic Analytic is service provider in the recruitment of an applicant by the client. The conclusion of an employment contract is therefore exclusively the responsibility of the client. Logistic Analytic is therefore not liable for events that occur in connection with the conclusion of the employment contract between the client and the applicant, such as the detection of incorrect information by the applicant, poor performance, inconsistencies, damage, termination of the employment contract before and after starting work, etc. The claim of Logistic Analytic on the agreed agency commission and the reimbursement of costs remains unaffected. A right of retention of the client is excluded. During the search for applicants, Logistic Analytic is only liable in the event of willful intent and gross negligence.

6. Logistic Analytic will treat all data of the client and the applicant in connection with the brokerage confidentially in terms of data protection. These are used exclusively for the purpose of recruiting and are not passed on to unauthorized third parties.

7. The client is obliged to use the application documents and data of the applicants provided to him by Logistic Analytic exclusively for the purpose of the job to be filled, not to duplicate them or to pass them on to third parties. The data stored in this context of not considered applicants must be deleted after the position has been filled. Reference information about the applicant from his previous or current employers can only be obtained with the applicant's written approval.

8. Unless otherwise agreed or offered, the following conditions and modalities apply to the brokerage:

8.1 The basis for the fee is the gross annual income agreed in the employment contract.

8.2 The amount of the fee is based on the current fee conditions for recruitment. The due date of the fee is the subject of the agency contract.

8.3 Special services, such as aptitude tests or ancillary costs such as the applicant's travel expenses, will be billed separately to the applicant after agreement and approval by the client.

8.4 If a contract is concluded between the client or an affiliated company and employees based on the evidence or the brokerage activities of Logistic Analytic, a commission claim arises, whereby co-causation is sufficient. If the job seeker takes up an initially rejected employment relationship within a period of twelve months, which has been proven or mediated via Logistic Analytic, under negotiated or other conditions, this is considered evidence or a placement in an employment relationship by Logistic Analytic, so there is a right to commission.

8.5 The agency fee also arises in the following cases:

- if the client recruits the applicant in spite of characteristics and qualifications that differ from the requirements profile, or
- if, if the applicants are equivalent, they are hired for a different position than the one commissioned, whereby the causality of our work is decisive for the creation of this employment relationship, or
- if there is an employment relationship between the applicant and a third party, provided that there are particularly close personal or pronounced economic relationships between the third party and the client, in particular if the third party and the client are affiliated companies, or
- if the client passes on the information about the applicant to a third party and an employment relationship is established between this third party and the applicant.
- when it comes to the conclusion of contracts within the framework of the German trade law as a freelancer, freelancer, consultant

8.6 All fee rates apply to recruitment agencies within Germany. The fee for recruitment within and outside of Europe requires prior agreement.

8.7 The client is obliged to provide Logistic Analytic with all documents required to determine the commission claim, such as employment contracts, wage and salary slips, etc. The customer is obliged to provide information on request.

9. The right to the agency commission arises for Logistic Analytic with the conclusion of the employment contract between the client and the applicant. Statutory VAT is charged on all amounts. The invoices are due for immediate payment. If the payment has not yet been received after the due date has occurred, Logistic Analytic can claim default interest in the amount of 5% above the applicable base rate. The agreed cost reimbursement will be invoiced as it arises. The aforementioned applies to the due date and default in payment.

10. The client can terminate the order at any time without notice. In addition, both parties can terminate the order without notice for an important reason. An important reason exists in particular if

- the client does not fulfill his contractual obligations to cooperate,
- Insolvency proceedings are opened against the assets of a party or
- the client violates the confidentiality provisions mentioned in these terms and conditions.

The termination does not release the client from paying the agreed compensation, such as a flat fee for expenses. Terminations must be in a written form.

11. Oral side agreements to these terms and conditions require written confirmation by Logistic Analytic to be effective. If individual provisions of the agreement are ineffective, the rest of the agreement remains valid. The parties undertake to replace the ineffective regulation with an effective one that comes as close as possible economically and legally to the ineffective one.

12. The place of jurisdiction is Bad Homburg. For better legibility in the text, only the masculine form is used. The text applies to male and female persons taking into account the German equality law.