

Terms & Conditions

1. Definitions

- Client: The organization that commissions Nobilis Search to carry out the assignment.
- Headhunter / Search Firm: Nobilis Search, located at Prinses Beatrixlaan 249, 2284 AJ Rijswijk, the Netherlands, registered with the Dutch Chamber of Commerce under number 97845221.
- Candidate: Any individual introduced to the client by Nobilis Search.
- Introduction: The presentation of a candidate to the client in any form, whether written, oral, or digital.
- Placement: The establishment of an employment relationship or other form of collaboration between the client and the candidate, either directly or indirectly.

2. Assignment Confirmation

- An assignment is confirmed upon written acceptance of the assignment confirmation by both parties.
- Unless explicitly agreed otherwise, the client grants Nobilis Search exclusivity for the vacancy during the term of the assignment.
- In case of discrepancies between the assignment confirmation and these terms and conditions, the provisions of the assignment confirmation shall prevail.
- Any provisions not included in the assignment confirmation shall be supplemented by these general terms and conditions.

3. Fee Structure

- The recruitment fee is based on the candidate's gross annual salary, including holiday allowance, guaranteed 13th month, and bonuses.
- Nobilis Search operates on a no cure, no pay basis for recruitment assignments, unless otherwise agreed in writing. This does not apply to additional services such as assessments, salary benchmarking, or advisory services.
- Additional costs (e.g. assessments, advertisements, travel expenses) are agreed upon in advance and invoiced separately.



4. VAT and Payment Terms

- All fees are exclusive of VAT unless explicitly stated otherwise.
- Recruitment fees are invoiced upon the client's or candidate's indication of intent to enter into an employment relationship, unless agreed otherwise in writing.
- VAT is calculated and invoiced according to the agreed schedule, regardless of actual employment commencement or payment.
- Client must pay the total amount, including VAT, within the payment term stated on the invoice.
- If payment is not received on time, statutory (commercial) interest and reasonable (extra)judicial collection costs will be due without further notice of default.

5. Guarantee / Replacement

- If a placed candidate leaves within three months of starting employment, Nobilis Search will conduct one replacement search free of charge, excluding any additional costs.
- This guarantee is valid only if:
 - the original fee was paid on time, and
 - the departure was not due to restructuring, changes to the role, or other external factors outside Nobilis Search's control.

6. Obligation to Use Reasonable Efforts

- The services provided by the contractor are subject to an obligation to use reasonable efforts and do not constitute an obligation to achieve a specific result. The contractor will use reasonable efforts to identify and present suitable candidates, but does not guarantee a successful placement.
- Every organisation, position and target group is different. The outcome of a recruitment assignment depends on various factors, including the availability of suitable candidates, the labour market, the attractiveness of the position and how the vacancy is received in the market.
- The absence of a successful placement does not mean that the contractor has failed to properly perform the assignment. In the case of a no cure, no pay assignment, a payment obligation only arises upon a successful placement. The absence of such a placement does not entitle the client to any damages or other form of compensation.



7. Confidentiality & Privacy

- Both parties agree to maintain strict confidentiality regarding company-sensitive information and candidate data during and after the engagement.
- Candidates will only be introduced with their explicit consent.
- All personal data will be handled in compliance with applicable privacy laws, including the GDPR (General Data Protection Regulation).

8. Liability

- Nobilis Search provides its services with due care and professionalism but is not liable for any direct or indirect damages arising from the actions or omissions of candidates introduced.

9. Validity and Duration

- These general terms and conditions apply to all assignments unless otherwise agreed in writing.
- They remain applicable for any later engagement of the same candidate within 12 months of the original introduction.

10. Subsequent Hiring of Introduced Candidates

- If the client hires or otherwise engages a candidate introduced by Nobilis Search within 12 months after the end of the assignment or the introduction (whichever is later), the full recruitment fee as originally agreed is still payable.
- This applies regardless of the function or contract type, and also if the candidate is hired via an affiliated entity of the client (such as a parent, subsidiary, or sister company).
- In addition to the fee, Nobilis Search reserves the right to claim further damages if it can reasonably demonstrate loss of income or business due to circumvention of the placement.

11. Non-Circumvention Clause

- The client shall not, during the term of the assignment and for 12 months thereafter, directly or indirectly hire, engage, or refer to third parties any candidate introduced by Nobilis Search without prior written consent.
- 'Indirectly' includes engagement through another agency, consultancy, freelance or contractor arrangement, or via an affiliated entity.



- In the event of a breach, the full recruitment fee is due along with any proven damages resulting from lost income or opportunities.

12. Governing Law

- These terms and all agreements with Nobilis Search are governed exclusively by Dutch law.
- Disputes shall be submitted exclusively to the competent court in the district where Nobilis Search is established.

