

# **GENERAL CONDITIONS OF FIXED PLACEMENT**

MS Events Sàrl specialises in assisting and supporting companies in all processes related to the employee life cycle. Part of our activity concerns the search, selection and placement of permanent staff. We have all the legal authorisations required to place permanent staff with our clients.

# Preamble:

The general terms and conditions for permanent recruitment apply to the search, assessment, selection and placement of permanent staff in the hospitality sector.

# 1. Definition :

Permanent recruitment, within the meaning of these general terms and conditions, applies when the client signs an employment contract with a candidate proposed by MS Events Sàrl.

## 2. The services offered are as follows:

- Assessment of job requirements
- Search for and selection of candidates
- Interviews with selected candidates
- Assessment of work certificates
- Checking references
- Presentation of a summary of the candidate's file to the client
- Coordination and follow-up of meetings with the client

# 3. Fees :

The fees payable correspond to one (1) gross monthly salary in accordance with the employment contract signed by the candidate.

In all cases, the minimum fee for permanent recruitment is CHF 1,500.00.

In the case of appointments of less than one (1) year, the fees are calculated according to the urgency and duration of the assignment on the basis of a monthly salary.

The minimum fee for a fixed-term contract is CHF 1,000.00.

The fee is due at the end of the candidate's trial period, i.e. on confirmation of employment after the trial period. The trial period may under no circumstances exceed 3 months from the candidate's first day on the job.

In the event of partial use of the services offered in point 2, MS Events Sarl will propose special, personalised conditions and different rates.

If the client cancels, postpones or modifies the mandate, or if the client hires a candidate through another intermediary, compensation of CHF 800.00 is payable to MS Events Sarl to cover the costs incurred and the work carried out.



## 4. Data protection :

The client undertakes to treat the personal and professional data of candidates presented by MS Events Sàrl with the strictest confidentiality. The client shall ensure that the candidates' data is not accessible to unauthorised persons. The client is only authorised to carry out reference checks with former employers, current employers or any other person cited as a reference with the prior agreement of MS Events Sàrl.

## 5. Responsibilities :

The services of MS Events Sàrl in terms of research, evaluation, selection and placement of candidates can in no way replace an in-depth analysis of the client. By hiring a proposed candidate, the client assumes full responsibility for his choice. MS Events Sàrl declines all responsibility for the candidates proposed.

## 6. Jurisdiction and applicable law :

Any dispute between MS Events Sàrl and the client concerning the contract for the placement of permanent staff shall be submitted to the competent court of the registered office of MS Events Sàrl. This contract is also subject to Swiss law.



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