

The German version of these Terms and Conditions of Service is authoritative. This translation is provided for information purposes only and has no legal force.

## **ZHdK Terms of and Conditions of Service for personnel recruitment**

of 01/05/2018

### **1. Applicability**

These Terms and Conditions of Service form the basis of the relationship between the Zurich University of the Arts (ZHdK) and all businesses (providers) operating in the field of personnel recruitment. They apply until further notice to all personnel recruitment made on a results basis at the ZHdK using the Refline recruitment tool. Any changes or additions to these Terms of Service and contrary provisions in the Provider's Terms of Service must be confirmed in writing by the ZHdK. Should a clause in the Terms of Service be invalid, this does not affect the validity of the remaining provisions. Once an application has been submitted, these Terms and Conditions are considered to have been accepted by the provider.

### **2. Services**

The provider offers its services free of charge.

### **3. ZHdK obligations**

The ZHdK pays any recruitment fees due within 60 days of an employment relationship being established and receipt of an invoice. The recruitment fee is based on the provider's rates, but may not exceed 18% of the annual gross salary agreed with the successful applicant. Any supplementary payments are not part of the annual gross salary and are not taken into account in calculating the recruitment fee.

The ZHdK shall only be obliged to pay a recruitment fee if the applicant proposed by the provider is appointed, takes up the position in accordance with the employment agreement and the employment relationship is not terminated during the probation period. Any fees already paid shall be reimbursed if any of the foregoing conditions are not met.

No recruitment fee is due if the ZHdK makes an appointment six months or more after an application is received or after the interview resulting from an application. Nor is a fee due in the event of an applicant also having applied for the same position directly (not via the provider (personnel recruitment agency)) or via another personnel recruitment agency. Furthermore, no fee is due if the applicant applies for a different position at the ZHdK on their own initiative.

### **4. Caveat**

The ZHdK reserves the right to carry out security checks such as requiring an extract from the criminal records register, debt collection records etc.

### **5. Provider's obligations**

The provider undertakes to select candidates carefully and competently. The provider shall inform the ZHdK about any changes relating to the content of the submitted application or conditions such as availability, salary etc. All candidate proposals shall be complete and accurate and submitted only via the Refline recruiting tool. The following information must be provided:

- Covering letter (presentation of candidate)
- CV
- All job references
- Diplomas and certificates
- Availability
- Expected salary in CHF
- Candidate's address, e-mail address and telephone number
- Date of birth
- Nationality
- Residence permit (where necessary)
- Contact person with personnel placement agency
- Commission rate

## **6. Applicable law and place of jurisdiction**

These Terms and Conditions shall apply, and, at a subsidiary level, the provisions of the Swiss Civil Code. The place of jurisdiction is Zurich.

The German version of these Data privacy statement is authoritative. This translation is provided for information purposes only and has no legal force.

### **Data privacy statement**

1. We do all we can to ensure that the personal data of your clients is properly protected. We shall treat your clients' information confidentially. Personal data in an application uploaded to this website is collected, processed and used by our company to save, evaluate, allocate and transfer the application. Your clients' personal data can only be accessed by Human Resources, the managers in charge of personnel recruitment and the appointed selection committee. Unless you inform us otherwise, we will assume that we may consider your clients' application for all open positions at the ZHdK.
2. Your clients' data will be deleted after a period of 6 months, unless they are offered a position or apply for another post during this time. If you choose to withdraw your application, we will delete all the relevant data and documents immediately.
3. All data is transferred in encrypted form via the internet address [www.refline.ch](http://www.refline.ch). Data is processed according to general state-of-the-art data security standards. We will send you an e-mail immediately to acknowledge receipt of your application. Please click on "Accept data protection" to consent to your data being processed and to confirm that the information you have provided is correct, up to date and complete. This consent will be recorded.