



General Terms and Conditions (GTC) of Hans Leutenegger GmbH for the recruitment and placement of nursing professionals

§ 1 Scope of application

1.1 These General Terms and Conditions (GTC) apply to all contracts and services in connection with the recruitment and placement of nursing professionals by Hans Leutenegger GmbH.

1.2 The GTC are an integral part of all agreements between Hans Leutenegger GmbH and its business partners at home and abroad, as well as the nursing staff placed.

1.3 Any deviating, conflicting or supplementary terms and conditions of business partners or nursing staff shall only become part of the contract if Hans Leutenegger GmbH expressly agrees to them in writing.

§ 2 Guiding principles and voluntary commitment

2.1 Hans Leutenegger GmbH is committed to complying with international standards on human rights and working conditions. This includes:

- The **UN Guiding Principles on Business and Human Rights**,
- The **ILO Core Labor Standards**, in particular, the prohibition of forced and child labor, the right to collective bargaining, and equal treatment in the workplace,
- The **Universal Declaration of Human Rights** and relevant international agreements.

2.2 Hans Leutenegger GmbH adheres to the principles of the "Fair Recruitment of Nurses in Germany" quality seal and implements them consistently in all recruitment and placement processes.

2.3 Compliance with these principles is regularly monitored. Business partners who violate these principles are subject to sanctions, up to and including termination of cooperation.

§ 3 Employer Pays Principle

3.1 Hans Leutenegger GmbH ensures that the nurse does not incur any direct or indirect costs in connection with the recruitment and placement.

3.2 The costs to be borne by the employer include in particular:

- Visa and processing fees
- Travel and relocation costs
- Training and education costs
- Costs for official permits and recognitions

3.3 Any costs incurred by the nursing professional will be fully reimbursed by Hans Leutenegger GmbH.

§ 4 Recruitment conditions

4.1 All recruitment conditions are set out in writing and made available to the nursing professionals in comprehensible language.

4.2 Hans Leutenegger GmbH is committed to providing the nursing professionals with complete transparency throughout the entire recruitment and placement process.

4.3 The care professionals have the right to check all information and contractual conditions before the conclusion of the contract and to receive them in their mother tongue if they wish.

§ 4a Termination and Withdrawal Provisions

4a.1 These General Terms and Conditions include, with this section, provisions on termination and withdrawal in accordance with the applicable legal regulations (in particular Sections 346 et seq. and 314 of the German Civil Code – BGB).

4a.2 Termination refers to the ending of the contract at the next possible date. Withdrawal is to be understood as a revocation and has retroactive effect, meaning the contract is considered null and void from the outset.

4a.3 Termination or withdrawal is particularly permissible if one of the contracting parties violates the principles of the "Fair Recruitment of Nurses Germany" quality seal or essential standards of fair, transparent, and ethical recruitment practices.

4a.4 The nurse is explicitly informed that withdrawal and termination are possible under certain conditions. These provisions are communicated clearly and understandably, in the nurse's native language upon request.

§ 5 Right of inspection and right of termination

5.1 Hans Leutenegger GmbH reserves the right to regularly check business partners at home and abroad for compliance with the standards of the 'Fair Recruitment Care Germany' seal of quality.

5.2 Should a business partner violate the established standards, Hans Leutenegger GmbH has the right to terminate the contract without notice.

5.3 In cases of contract violation, Hans Leutenegger GmbH will take measures to prevent abusive practices and to protect the affected nursing professionals.

§ 6 Protection against abusive practices

6.1 Hans Leutenegger GmbH is committed to actively combating abusive practices in the recruitment and placement process.

6.2 Business partners who violate the principles of the seal of quality or the terms and conditions will be sanctioned. Sanctions may include contractual penalties, claims for damages or termination of the cooperation.

§ 7 Data protection and confidentiality

7.1 Hans Leutenegger GmbH undertakes to treat all personal data of the nursing staff and business partners confidentially in accordance with the applicable data protection laws.

7.2 Personal data will only be passed on to third parties if this is necessary to fulfil the contractual obligations and the person concerned has given their express consent.

§ 8 Complaint Management

8.1 Hans Leutenegger GmbH provides a transparent and accessible complaint management system to ensure that nursing professionals and business partners can report concerns or irregularities confidentially.

8.2 Complaints can be submitted via the following link: [Hans Leutenegger Feedback System](#).

8.3 All complaints will be handled promptly and confidentially, with appropriate measures taken to resolve any issues identified.

§ 9 Corporate and Social Integration

9.1 Hans Leutenegger GmbH supports the social and professional integration of nursing professionals in their new work environment.

9.2 The company recommends structured onboarding programs, cultural orientation sessions, language training, and mentorship initiatives to facilitate integration.

9.3 Employers and nursing professionals are encouraged to actively participate in networking and support programs to enhance long-term success in the workplace.

§ 10 Final provisions

10.1 Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.

10.2 The invalid provision shall be replaced by a legally valid provision that comes as close as possible to the purpose of the provision.

10.3 The place of jurisdiction for all disputes arising from or in connection with these GTC is the registered office of Hans Leutenegger GmbH.

10.4 The law of the Federal Republic of Germany shall apply.

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