

## General Terms and Conditions (GTC)

### Care with Concept GmbH

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Website: [www.carewithconcept.de](http://www.carewithconcept.de)

### § 1. Scope

- I.** These General Terms and Conditions (GTC) apply to all services provided by Care with Concept GmbH (hereinafter referred to as "CWC") in the field of international recruitment and placement of nursing professionals in Germany.
- II.** Customers within the meaning of these GTC are international nursing professionals ("candidates"), employers in the healthcare sector ("employers") and users of the online platform.
- III.** Deviating terms and conditions shall not apply unless CWC expressly agrees to them in writing.
- IV.** These General Terms and Conditions also apply to language schools, educational institutions and local and international recruitment, cooperation and implementation

partners who provide services in connection with the recruitment, preparation, qualification, placement or integration of nursing professionals on behalf of or in cooperation with Care with Concept GmbH.

- V. These General Terms and Conditions apply regardless of whether the cooperation is on a contractual, project-related or platform-based basis, unless expressly agreed otherwise in writing.

## § 2. Conclusion of contract

- I. By contacting us, submitting an enquiry or applying, candidates or employers submit a non-binding request to conclude a contract with CWC.
- II. A contract is only concluded once the respective contractual terms and conditions – in particular the scope of services and remuneration – have been individually agreed and expressly confirmed by CWC in writing (e.g. by email or by signing a contract).
- III. CWC reserves the right to reject enquiries from candidates or employers at its own discretion and without giving reasons.

## § 3. Services provided by CWC

- I. CWC provides services in the field of fair, ethical and transparent international placement of nursing professionals in Germany in compliance with the applicable legal requirements and fair recruitment principles.
- II. CWC's services may include the following areas of activity in particular:
  - Initial consultation and needs analysis for candidates and employers
  - Review and structured preparation of application documents
  - Support during the professional qualification recognition process
  - Full financing of language courses until the B2 level is achieved
  - Creation of candidate profiles and matching with suitable employers
  - Preparation of candidates for selection and job interviews
  - Handling of visa, entry and work permit procedures
  - Completion of necessary official registrations in Germany
  - Implementation of relocation and integration measures
  - Ongoing support for nursing staff after they start work
- III. The specific scope of services is determined by the standardised contractual basis of Care with Concept GmbH, which is specified and supplemented in each individual case by with individual additional regulations, supplementary agreements or individual contracts.



- IV. There is no entitlement to successful placement, a specific job or a specific employer.

#### § 4. Principles of fair and ethical placement

- I. Care with Concept GmbH is committed to fair, transparent and ethically responsible recruitment and placement practices for international nursing professionals.
- II. Placement is consistently carried out according to the employer-pays principle. Nursing professionals do not bear any direct or indirect costs for the placement or for services directly related to the placement.
- III. Care with Concept GmbH bases its services on the principles of fair recruitment, in particular internationally recognised human rights and labour law standards.
- IV. The aim of the placement is to achieve sustainable, long-term and transparent cooperation for all parties involved, while respecting the freedom of choice of the nursing professionals.

##### V. Human rights due diligence

In the course of its activities, Care with Concept GmbH takes into account potential human rights risks along the entire service chain, in particular in the countries of origin of the nursing professionals.

##### VI. Systematic risk analysis

In order to fulfil its human rights due diligence obligations, CWC regularly conducts a structured and documented analysis of human rights risks. In particular, risks relating to fair recruitment, freedom of contract, working conditions, transparency of remuneration, freedom from discrimination and possible economic dependencies of nursing professionals are taken into account.

##### VII. Involvement of cooperation partners

The risk analysis also extends to cooperation partners, language schools, recruitment partners and other third parties involved. These are contractually obliged to comply with the principles of fair and ethical recruitment.

##### VIII. Prevention, remedial action and orientation towards recognised instruments

Identified risks are documented and addressed through appropriate prevention and remedial measures.

To identify and assess human rights risks, CWC uses recognised risk analysis tools, in particular publicly available country- and industry-specific assessment tools.

##### IX. Guiding principles of placement

Care with Concept GmbH undertakes to consistently align and implement all services within the scope of international recruitment and placement of nursing professionals in accordance with the following six guiding principles:

#### **I. Written form**

All essential agreements, information, service descriptions and rights and obligations of the parties involved shall be documented in a transparent, comprehensible manner and in a suitable written or textual form.

#### **II. Free of charge**

The placement of nursing professionals is completely free of charge for the nursing professionals. No direct or indirect fees, costs, charges or comparable financial obligations are levied on the nursing professionals.

#### **III. Limitation of economic risk for nursing professionals**

Nursing professionals must not be exposed to any unreasonable economic risk as a result of the placement process. Repayment, commitment or contractual penalty clauses at the expense of nursing professionals are excluded.

#### **IV. Transparency regarding structures, services and costs**

Care with Concept GmbH provides all parties involved with clear, comprehensible and complete information about processes, responsibilities, service content and any cost structures.

#### **V. Sustainability and participation**

The placement process aims to achieve sustainable, long-term and fair employment. Nursing professionals are actively involved in decision-making processes and retain their personal and professional freedom of choice at all times.

#### **VI. Overall responsibility along the entire service chain**

Care with Concept GmbH assumes responsibility for compliance with these guiding principles throughout the entire recruitment, placement, qualification, recognition and integration chain, including cooperation with partners, language schools and other third parties involved.

### **§ 5. Recognition procedure**

- I.** The recognition procedure for nursing professionals is based on the legal provisions in Germany, in particular the Nursing Professions Act.
- II.** The competent recognition authority decides in the recognition notice whether and which compensatory measures are necessary. Nursing professionals are generally free to choose between the compensatory measures provided, in particular between adaptation measures and knowledge testing.
- III.** Care with Concept GmbH supports the nursing professional in an advisory capacity during the recognition procedure without restricting the nursing professional's freedom of choice.



## § 6. No fees for candidates (no-fee recruitment)

- I. The placement services provided by Care with Concept GmbH are completely free of charge for candidates.
- II. Candidates do not bear any placement, recruitment, training or placement costs. Repayment, commitment or contractual penalty clauses at the expense of the candidates are excluded.
- III. Placement-related costs (e.g. language courses, recognition procedures, visa and relocation costs) are covered by CWC or invoiced to the employer in accordance with individual agreements.
- IV. Before concluding a contract, Care with Concept GmbH will provide the nursing professional with a transparent and tailored overview of the services included in the placement process. Services that are not directly related to the placement process are considered optional additional services and can be voluntarily accepted or rejected by the nursing professional without any disadvantages. If, after successful completion of qualification or preparatory measures, the nursing professional is not placed with an employer in Germany, the nursing professional will not incur any costs; all costs incurred in connection with the placement process will not be borne by the nursing professional. This regulation is in accordance with the employer-pays principle and the principles of fair, transparent and ethical recruitment.

## § 7. Remuneration of employers

- I. Employers pay a fee for using CWC's placement services, the amount and scope of which are determined exclusively by the individually concluded placement or cooperation agreement.
- II. The obligation to pay remuneration arises upon conclusion of the relevant contract and applies in the currently valid version signed by both contracting parties.
- III. Remuneration is due within 14 days of the conclusion of the contract. Further payment terms, partial payments or performance-related remuneration components are determined exclusively by the respective contract.

## § 8. Obligations of employers

- I. Employers undertake to employ and remunerate the nursing staff placed by Care with Concept GmbH in accordance with the applicable statutory, collective agreement or –

if no collective agreement applies – locally customary conditions for comparable domestic nursing staff.

- II.** Employers shall ensure that the basic labour, social and residence law conditions for the employment of the nursing staff placed are complied with.
- III.** Employers undertake to actively participate in the integration of the nursing staff placed with them within the scope of their operational capabilities. This includes in particular:
  - structured induction training at the workplace,
  - the appointment of a suitable contact person within the company for technical and organisational questions,
  - a welcoming culture in the working environment.
- IV.** Employers shall support the placed nursing professionals in accordance with their operational capabilities in organisational and integration-related matters, in particular in connection with the start of work, operational processes and social integration.
- V.** Employers undertake not to agree any inadmissible or non-transparent repayment, commitment or contractual penalty clauses in employment contracts or supplementary agreements with nursing professionals placed by Care with Concept GmbH.
- VI.** Further integration or support services may be agreed separately between the employer and Care with Concept GmbH and are not part of these General Terms and Conditions.

## Obligations of candidates

- I.** Candidates undertake to provide CWC with complete, accurate and truthful information about themselves, their qualifications, professional experience and language skills.
- II.** Candidates are obliged to provide the necessary documents (e.g. training certificates, references, language certificates) in full and on time.
- III.** Candidates undertake to participate actively and responsibly in the measures provided for in the placement process, in particular:

Participation in language courses and qualification measures

Participation in agreed meetings, interviews and appointments

Compliance with the organisational instructions, procedures and deadlines specified by CWC as part of the placement process, in particular in connection with documents, appointments, preparatory measures and visa and recognition procedures.

- IV. Candidates undertake to notify CWC in writing of any changes in relevant personal circumstances (e.g. qualifications, availability, residence status) within seven calendar days of becoming aware of them.
- V. In the event of significant breaches of duty, false information or sustained refusal to cooperate, CWC is entitled to terminate the placement process for good cause.

## § 9. Free decision of candidates

- I. Nursing professionals are not obliged to accept a job offer arranged by Care with Concept GmbH.
- II. Nursing professionals may reject a job offer at any time without giving reasons and will not face any sanctions, contractual penalties or other adverse consequences.

## § 10. Withdrawal and early termination

### I. Regulations for employers

If a nursing professional placed by CWC resigns for reasons for which they are responsible, the graduated cost reimbursement regulations contractually agreed between CWC and the employer at the start of the contract shall apply. CWC does not accept inadmissible or non-transparent repayment or binding clauses.

### II. Regulations for the protection of nursing professionals

Care with Concept places nursing professionals who do not enter into any contractual cost reimbursement, repayment or binding regulations themselves and who are not subject to any cost reimbursement obligations in the event of early termination or resignation. Placement is consistently carried out in accordance with the employer-pays principle and in line with the no-fee policy principles, according to which nursing professionals do not bear any fees or costs for their placement.

## § 11. Liability

- I. CWC is liable without limitation in cases of intent and gross negligence.
- II. In cases of slight negligence, CWC shall only be liable for breach of a material contractual obligation (cardinal obligation). In this case, liability shall be limited to typical, foreseeable damage.
- III. Liability for damages resulting from injury to life, limb or health remains unaffected.



- IV. CWC is not liable for decisions, measures or omissions on the part of employers, authorities, recognition bodies, foreign representations or other third parties, insofar as these are not attributable to CWC's sphere of responsibility or influence.

## § 12. Limitation

- I. Claims arising from the contractual relationship shall become time-barred, to the extent permitted by law, within one year of becoming aware of the claim, but no later than after expiry of the maximum statutory limitation periods.
- II. This does not affect claims arising from injury to life, limb or health, or claims in cases of intent or gross negligence.

## § 13. Contract language

- I. The contract language is German.
- II. If contractual documents or information are also provided in another language, the German version shall serve as the authoritative version for the interpretation of the contractual relationship in case of doubt.

## § 14. Data

- I. CWC processes personal data exclusively in accordance with the applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the relevant national data protection laws.
- II. Personal data is processed exclusively for the purpose of providing placement services, recognition support, preparing the employment relationship and integration.
- III. Personal data will only be passed on to third parties if this is necessary for the performance of the placement (e.g. to employers, authorities, recognition bodies), if it is required by law or if it is based on the express consent of the data subject.
- IV. Further information on the type, scope and purpose of data processing and on the rights of data subjects can be found in CWC's separate privacy policy, which is available on the website.

## § 15. Complaint management

- I. Care with Concept GmbH provides a transparent and confidential complaints management system.
- II. Complaints can be submitted to Care with Concept GmbH in writing or in text form, in particular by email to [beschwerde@carewithconcept.de](mailto:beschwerde@carewithconcept.de)  
In addition, complaints can be submitted via a publicly accessible online form on the Care with Concept GmbH website in German and English.
- III. The following person has been designated as the contact person responsible for receiving, reviewing and processing complaints:

Mr Libin George

Care with Concept GmbH

Email [beschwerde@carewithconcept.de](mailto:beschwerde@carewithconcept.de)

- IV. Complaints received will be reviewed promptly. Receipt of the complaint will be confirmed, and it will be processed within a maximum period of three weeks from receipt of the complete complaint. The complainant will receive factual feedback on the outcome of the review within this period.
- V. Complaints are processed confidentially, impartially and without prejudice to the complainant. The provisions of the Whistleblower Protection Act apply in their currently valid version.

## § 16. Right of withdrawal

- I. Consumers have the following right of withdrawal:  
You have the right to cancel this contract within fourteen days without giving any reason.  
Contract revocation.
- II. The withdrawal period is fourteen days from the date of conclusion of the contract.
- III. To exercise your right of withdrawal, you must inform us at  
Care with Concept GmbH  
Hauptstraße 13  
35614 Aßlar  
Germany

Email: [wiederruf@carewithconcept.de](mailto:wiederruf@carewithconcept.de)

by means of a clear statement (e.g. by letter or email) of your decision to  
to withdraw from this contract.

- IV. To comply with the withdrawal period, it is sufficient that you send the notification before the expiry of the withdrawal period.

## § 17. Confidentiality

- I. The contracting parties undertake to treat all confidential information that becomes known to them in the course of their cooperation, in particular personal data, business and trade secrets, as confidential.
- II. The obligation to maintain confidentiality shall continue to apply even after the contractual relationship has ended.
- III. Statutory disclosure obligations remain unaffected.

## § 18. Written form / Text form / Ancillary agreements

- I. Amendments or additions to these General Terms and Conditions and other contractual agreements must be made in text form.
- II. This also applies to the amendment or cancellation of this text form requirement.
- III. There are no verbal ancillary agreements.

## § 19. Place of jurisdiction

- I. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with this contractual relationship is the registered office of Care with Concept GmbH.
- II. For consumers, the statutory place of jurisdiction applies.

## § 20. Severability clause

- I. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

In place of the invalid provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the invalid provision in a legally permissible manner.

## **§ 21. Reservation of inspection and right of termination in the event of breaches of duty**

### **I. General and event-related right of inspection**

Care with Concept GmbH is entitled to review compliance with these General Terms and Conditions and the Declaration of Principles on Fair and Ethical Recruitment at any time.

A reservation of review exists both independently of specific events and in specific cases, in particular in the event of concrete indications of possible violations of legal requirements, contractual obligations or the principles of fair recruitment.

### **II. Obligations of the contracting parties to cooperate**

The contracting parties undertake to support Care with Concept GmbH to an appropriate extent within the scope of such an audit. This includes, in particular, the provision of relevant information, documents and evidence, insofar as these are necessary for the audit and legally permissible.

### **III. Measures in the event of identified violations**

If Care with Concept GmbH discovers violations of these General Terms and Conditions or the Declaration of Principles, CWC is entitled to take appropriate and proportionate measures. These include in particular:

- Request for immediate rectification of the violation,
- setting reasonable deadlines for remedying the defect,
- Temporary suspension of individual services or cooperation.

### **IV. Right of termination for good cause**

In the event of serious or repeated violations of these General Terms and Conditions or the Declaration of Principles, Care with Concept GmbH shall be entitled to terminate existing contractual relationships extraordinarily and without notice for good cause. Good cause shall be deemed to exist in particular if the principles of fair recruitment, the employer pays principle, no-fee recruitment or other essential contractual obligations are violated.

### **V. No effect on statutory rights**

Further statutory rights, in particular claims for damages or administrative measures, remain unaffected by this provision.

## § 22. Extraordinary right of termination in the event of violations of the employer pays principle

### I. Binding nature of the employer pays principle

Care with Concept GmbH undertakes to consistently implement the employer pays principle and the no-fee recruitment principles.

Accordingly, nursing professionals may not be charged, either directly or indirectly, with costs, fees, remuneration or other financial obligations in connection with recruitment, placement, qualification or integration.

### II. Prohibition of cost-bearing agreements

Employers, cooperation partners, language schools and other third parties involved in the placement process undertake not to enter into or tolerate any agreements, side agreements or de facto arrangements that place a financial burden on nursing professionals, either in whole or in part, or cause them to bear indirect costs.

### III. Extraordinary right of termination

A breach of the employer pays principle constitutes a serious breach of contract.

In this case, Care with Concept GmbH is entitled to terminate the contractual relationship in question extraordinarily and without notice or to withdraw from the contract without prior warning.

### IV. Independence from further measures

The right of termination exists independently of further contractual or statutory rights, in particular claims for damages, injunctive relief or reimbursement, as well as the possibility of informing authorities or competent bodies.