

Terms and Conditions of ENIT HR OÜ for Clients

1. Definitions

In these Terms and Conditions (hereinafter referred to as "T&C"), unless the context requires otherwise:

- "ENIT HR" and "Agency" refers to ENIT HR OÜ, a recruitment agency located at Tartu mnt 67/1-13b, Tallinn, Estonia.
- "Client" refers to any individual or entity engaging the services of ENIT HR for recruitment purposes.
- "Candidate" refers to any individual identified and presented to the Client by ENIT HR for employment opportunities.
- "Services" refer to the recruitment, outsourcing, and HR solutions provided by ENIT HR to the Client.

2. Scope of Services

2.1. ENIT HR offers recruitment services including but not limited to direct placement, remote employee recruitment, formation of remote teams, outsourcing services, and custom HR solutions. The scope of services may vary depending on the specific needs and requirements of the client as outlined in the service agreement.

2.2. ENIT HR acts solely as an employment mediator and does not employ candidates directly.

3. Fees and Payment Terms

3.1. Direct Placement Services

3.1.1. Fee Structure:

The Agency is entitled to a fee, when the Client establishes "Employment relationship" with one of the Candidates that have been presented to the Client by the Agency.

3.1.2. Definition of "Employment relationship":

For the purposes of this agreement, "Employment relationship" includes any formal engagement between the Client and the Candidate, such as:

- An employment contract (indefinite or fixed-term),
- An agreement on work activity,
- A contract for work,
- A management contract,
- A contract with a self-employed individual based on a trade license, or
- Any other contract or document confirming the acceptance of a job offer.

3.1.3. Payment Options:

a) Lump Sum Payment:

The flat fee for direct placement services is set at 20% of the employee's first annual gross salary. The total fee is paid within 10 days after the Candidate's start date. The Client may be offered a discount.

b) Monthly Installments:

The fee is subject to negotiation between ENIT HR and the Client. The total fee will be divided into 12 equal installments, payable over one year. The first installment is due within 10 days of the Candidate's start date. Subsequent installments are payable every 30 days thereafter.

c) Subscription-based Recruitment:

The Agency offers 4 plans:

i. Recruitment Paradox Plan

- Monthly Fee: €290
- Payment Term: 24 months
- Cancellation Policy: The plan can only be canceled after the full 24-month term is completed.

ii. The Dark Matter Hire Plan

- Monthly Fee: €490
- Payment Term: 24 months
- Cancellation Policy: The plan can only be canceled after the full 24-month term is completed.

iii. Quantum Match Plan

- Monthly Fee: €790
- Payment Term: 12 months
- Cancellation Policy: The plan can only be canceled after the full 12-month term is completed.

iv. Talent Singularity Plan

- Monthly Fee: €990
- Payment Term: 12 months
- Cancellation Policy: The plan can only be canceled after the full 12-month term is completed.

3.1.4. Employment Contract Submission:

The Client agrees to provide ENIT HR with a copy of the Candidate's employment contract. This contract must include the Candidate's annual gross salary.

3.2. Other Services:

Fees for services other than direct placement will be determined individually based on the specific project requirements and scope of services.

3.3. Payment method

3.3.1. The only acceptable payment is a SEPA or SWIFT bank transfer.

3.3.3. The only exception is using ENIT HR's Revtag (payment option provided by Revolut Bank UAB and Revolut Ltd.) provided in the Client's invoice.

4. Guarantee Period and Benefits

4.1. Direct placements come with a six-month guarantee period from ENIT HR. This applies for indefinite employment contracts only and can be used once.

4.2. If the selected candidate is terminated or has voluntarily resigned within this period, ENIT HR will provide the Client with another Candidate without any additional charges.

4.3 Unlimited Guarantee with Subscription Plans

All subscription plans include an "Unlimited Guarantee." This means the Client can request a replacement Candidate at no additional cost (any reason), provided the Client has an active subscription. This feature may be utilized up to twice per calendar year.

4.4 Employee Well-Being Program

Each subscription plan also includes an "Employee Well-Being Program." Through this program, every Employee sourced by the Agency for the Client will have access to a dedicated counselor. The counselor is available to support the Employee throughout the duration of the subscription, assisting with challenges related to daily life, career, job responsibilities, or bureaucratic processes. The counselor maintains strict confidentiality and ensures that all information shared by the Employee is handled with discretion.

4.5 Visa and Relocation Assistance

All direct placement services offered by the Agency include complimentary Visa and Relocation Assistance. The Agency will guide the Client through the visa application process for foreign employees and provide comprehensive support to help the Employee settle into their new environment. This includes assistance with finding housing, applying for residency cards, health insurance, and other essential services.

5. Client Protection Measures

5.1. Candidate Screening and Evaluation: ENIT HR agrees to conduct thorough screening and evaluation of candidates to ensure they meet the client's specified requirements, including qualifications, skills, and cultural fit. Educational background: Authenticity of diplomas must be confirmed by the issuing institution. Working and technical experience: Must be confirmed by the employer.

5.2. Candidate Representation: ENIT HR pledges to represent candidates accurately and ethically to clients, providing transparent and comprehensive information regarding their qualifications, experience, and suitability for the role.

5.3. Fee Transparency: ENIT HR commits to providing a clear and transparent fee structure, outlining all costs and charges associated with our services upfront, and ensuring that clients fully understand their financial obligations.

6. Fraud Protection Measures

6.1. Non-Solicitation Period:

Clients agree not to directly hire or approach (independently or through other channels) candidates presented by ENIT HR for employment opportunities without engaging our services for the recruitment process for a period of 12 months from the date the candidate was last presented by ENIT HR.

6.2. Breach of Agreement:

Any attempt to circumvent the agreements in section will result in the client compensating ENIT HR for any damages caused. ENIT HR reserves the right to take legal action against the client. ENIT HR conducts regular audits and compliance checks to ensure clients adhere to the terms and conditions outlined in this agreement.

7. Confidentiality

7.1. Processing of Personal Data:

The Agency and the Client pledge that the personal data of all Candidates, including potential candidates, will be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) and Act No. 110/2019 Coll., on the processing of personal data, as amended.

7.2. Maintenance of Confidentiality:

The Agency shall ensure that any confidential information or material obtained during the scope of this T&C or in negotiation thereof is kept confidential, including but not limited to the details of the Position and the proposed salary thereof. Except when acting with the prior consent of the Client.

8. Candidate Status Updates

ENIT HR agrees to provide regular updates to the Client regarding the status of candidate applications and the progress of the recruitment process.

9. Client Responsibilities

Clients are responsible for providing accurate job descriptions, timely feedback, and cooperation with ENIT HR's efforts throughout the recruitment process.

10. Regulatory Compliance

ENIT HR reaffirms its commitment to compliance with all relevant laws, regulations, and industry standards governing the provision of recruitment services in the Client's country of origin and in Estonia.

11. Severability

If any provision of these terms and conditions is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. Application of the T&C, contract conclusion

We would like to point out that we operate exclusively on the basis of these Terms and Conditions. These T&C apply exclusively; counter-confirmations or general terms and conditions of the client are expressly rejected. This shall also apply if the Client submits or accepts an offer with reference to the overriding validity of its own T&C or if we perform the service without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from these T&C.

By engaging ENIT HR's services, the Client agrees to abide by these terms and conditions.
By providing its services, ENIT HR agrees to abide by these terms and conditions.

Neither party shall assign, transfer, or subcontract any of its rights or obligations under these terms and conditions without the prior written consent of the other party.

Last update: 22nd January 2024