

1. Scope and Priority

These conditions are applicable to the provision of staffing services¹ where a temporary work agency (below "Supplier") employs temporary agency workers to assign them to a user undertaking (below "Client"). Deviations from and amendments to these terms can be agreed. When construing an agreement, terms in tender and Assignment Confirmation shall prevail over these terms.

2. Supervision and Work Environment

2.1. The Client is responsible for the supervision of the agency worker, for control of work performed and to provide workplace and requisite equipment needed in order to perform the work tasks.

2.2. When supervising, the Client undertakes to treat the agency workers equally in relation to its own employees, if objective grounds not dictate otherwise.² The workers are to follow the working hours that apply to the Client's comparable employees. Overtime work must be approved on beforehand by the Supplier. Business trips to country's the Ministry for Foreign Affairs advises against travel to, the Client must in writing (e-mail acceptable) report such travel to the Supplier a reasonable time before departure.

2.3. The Supplier and Safety Representatives at the Supplier have the right to visit the Client in order to control that the working environment is acceptable.

2.4. It is incumbent upon the Client to, amongst other things, see to that the agency worker is encompassed by the Client's systematic work environment management ("SAM") regarding all aspects connected to the Client's daily supervision of the agency worker and to inform the worker of applicable safety regulations and other relevant work environment rules.³ The Client shall inform Safety Representatives at the Client at what work place(s) agency workers are performing work.

3. Price and Payment

3.1. Prices are stated in tender and/or Assignment Confirmation.

3.2. With respect to assignments whereby the Supplier is to pay agency workers according to collective agreements regarding the Client's wage structure ("GFL"), the Client is responsible for notifying the Supplier of the GFL for comparable employee groups. The Client is responsible for that the GFL is correct and is to compensate the Supplier for any damages related thereto. If GFL is raised, the increase applies from the time GFL was changed. If GFL is lowered, the reduction applies from the time the Supplier was notified about it.

3.3. In the event the Supplier's labour costs increase due to amendments to collective agreements or legislation, the Supplier is entitled to adjust the price accordingly with retroactive effect from the date of the change. Furthermore, the Supplier is entitled once a year to adjust the prices on the basis of Statistic Sweden's (SCB) index for labour costs (AKI column K-N). As a starting point for the adjustment, the index for one month the year when price adjustment is due is compared with the same month previous year ("basmånad").

3.4. In addition to the agreed price, the Client is liable to compensate the Supplier for pay supplements such as compensation for overtime work, reduction of working hours, inconvenient working hours and shift work to which the agency workers may be entitled to according to collective agreements or other equivalent regulations. The Client is to compensate the Supplier for per diem, accommodations and other reimbursements of costs attributable to the assignment.

3.5. The Supplier is entitled to compensation equivalent to the ordinary, daily working hours for comparable employees at the Client, even if the assignment is shorter (minimum charge). If nothing else comes out, the daily working hours are presumed to be eight (8).

3.6. Payment for work performed shall be made within ten days from the date of the invoice. An invoice fee will be charged. In case of delayed payment, the Supplier is entitled to compensation for payment reminders, debt recovery costs and interest according to the Statutory Interest Act.

4. Liability

4.1. If an agency worker outwardly seems quite on a par with the Client's own employees, the Client is responsible for damage towards a third party. In other cases, the Supplier is responsible for such damage.

4.2. If the agency worker, given its qualifications, does not have any need for detailed instructions when performing the work tasks and the supervisory function can be limited to assigning different tasks, the Supplier is responsible for damages caused to the Client due to fault or negligence of the agency worker. In other cases, the Client is responsible for such damages itself.

4.3. The following limitations are applicable regarding responsibility above.

The Supplier's liability is limited to a total of ten price base amounts per occasion and 50 price base amounts per calendar year.

The Supplier is not liable for a) damages covered by the Motor Traffic Damage Act or the equivalent, or corresponding foreign law, or for property damage due to traffic with a motor vehicle (hull damage, property outside the motor vehicle and goods), b) damages that is defined as a medical/healthcare patient injury by law and c) damages by aircraft.

The Supplier is in no way responsible for damages due to the Client's faulty or deficient instructions, supervision or control of the agency worker.

5. Cancelling an Assignment

Each Party may at any time cancel an assignment. If the agency workers have entered their duties, the Supplier is entitled to claim compensation for what is left of the assignment, however not with more than 80 hour per agency worker with the applicable, hourly rate.

6. Intellectual Property Rights

The Supplier is to ensure, by means of an agreement with the agency worker, that ownership of all material and the result of the agency worker's work arising out of the assignment (the "Result"), accrues to the Client, except where mandatory law prescribes otherwise. All copyright, exclusive of droit moral and other intangibles rights to the Result, are therefore to constitute the Client's property. The Client is to pay the Supplier that which the Supplier is liable to pay the agency worker for transfer of such intellectual property rights by law or collective agreement. In the case of an invention, the Client may step in as the holder of the right to the invention solely on the basis of applicable law or relevant collective agreement. The Supplier is not liable for the infringement of any intellectual property rights by the Result or for the agency worker's unlawful use of other party's systems.

7. Confidentiality

The Supplier is to ensure that agency workers are bound by a confidentiality agreement, to the effect that the latter have a duty not to disclose circumstances relating to the Client.

8. Personal Data

Each party is responsible for complying with applicable data protection legislation. If an agency worker during an assignment processes personal data on behalf of the Client, the Supplier is neither the controller nor the processor for such processing. For such processing of personal data about an agency worker, that a party determines the purposes and means of, that party is the data controller.

9. Miscellaneous

9.1. Any defaults or deficiencies attributable to the performance of the assignment shall be submitted in writing within one month from knowledge or from when the default or deficiency should have been discovered, however not more than three months from the end of the assignment. If this is not observed, any right to damage and other compensation is forfeit.

9.2. The Parties shall be given the opportunity to meet and discuss contractual issues in a common forum. Participants are appointed with two representatives from each party. Request for a common forum can be made by either Party. If nothing else is agreed, the common forum shall take place at Haymarket at Scandic (Stockholm).

9.3. Disputes regarding contracts where these terms are applicable, shall be finally settled by Stockholm District Court as first instance. Swedish Law shall be applicable.

¹ For definitions see Agency Work Act (2012:854) (AWA).

² Furthermore, a user undertaking must observe §§ 11-12 AWA.

³ According to §§ 1 and 4 in the Swedish Work Environment Authority on Systematic Work Environment Management (AFS 2001:1) the Client must give agency workers the possibility to participate in SAM. See also 3:12 in the Work Environment Act (1977:1160).