

General Terms and Conditions (GTC)

Status: March 2025

Care Gates GmbH

(hereinafter: Recruitment Agency)

Registered Office: Hamburg

Managing Director: Firus Mettler

These General Terms and Conditions (GTC) govern the recruitment of international nursing professionals and trainees by Care Gates (Recruiter). By collaborating with Care Gates, both employers (Clients) and applying nursing professionals and trainees (Candidates) accept the following provisions.

§ 1 Scope

1. These General Terms and Conditions apply to all services provided by the Recruiter within the scope of recruitment for both Clients and Candidates.
 2. They apply for the entire duration of the business relationship between the Recruiter and the Client or Candidate, even if third parties make payments.
 3. Deviating terms and conditions of Clients or third parties are only valid if expressly approved in writing by the Recruiter.
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§ 2 Ethical Principles and Standards

1. The Recruiter commits to the following standards:
 - Recruitment is carried out strictly according to the no-fee principle – Candidates bear no costs.
 - All contracts are provided in writing, transparently, and in the Candidate's native language.
 - Equal rights and working conditions as for domestic staff under German law.
 - No recruitment from countries listed in the WHO Health Workforce Support and Safeguard List.
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§ 3 Services Provided by the Recruiter

1. Recruitment of qualified Candidates from India for positions in Germany.
2. Support with visa applications, language training, recognition of qualifications.
3. Assistance with integration in Germany (including intercultural training).
4. Placement in German healthcare institutions.
5. No costs for Candidates; no repayment obligations.

§ 4 Obligations of the Employer

1. Provide truthful information about the job position.
2. Support the Candidate's integration (language training, onboarding, recognition).
3. Comply with German labor laws and ensure equal treatment.

§ 5 Obligations of the Candidate

1. Provide truthful information regarding qualifications and experience.
2. Participate in language training and recognition procedures.
3. Cooperate in integration programs.
4. Right to decline the job offer at any time.

§ 6 Compensation and Payment

1. Recruitment is free of charge for Candidates.
2. The Recruiter covers all recruitment-related costs.
3. Compensation is paid by the Employer upon successful placement.
4. Replacements are provided if a Candidate withdraws before the employment starts.
5. Costs borne by Candidates (e.g., language courses) will be reimbursed.
6. Additional services (e.g., relocation support) are voluntary and free of charge.
7. Candidates incur no costs – even if not placed.

§ 7 Liability and Warranty

1. The Recruiter verifies qualifications; the Employer remains co-responsible.
2. The Recruiter is not liable for job performance of Candidates.
3. No liability for delays in visa processing.
4. Liability is limited to gross negligence or intent.

§ 8 Right of Review and Termination for Non-Compliance

1. General and case-based right of review to ensure all standards are upheld.
2. Reviews may be conducted in response to complaints.
3. Right to terminate the agreement in case of non-compliance, including immediate termination.

§ 9 Candidate Complaint Rights

1. Candidates may file complaints in case of violations or misconduct.
 2. Complaints may be submitted in writing or orally, including anonymously.
 3. Independent review of the complaint will be conducted.
 4. Protection of the Candidate – no adverse consequences for raising concerns.
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§ 10 Data Protection and Confidentiality

1. Personal data is processed in accordance with the GDPR.
 2. Data is only shared with consent and for the fulfillment of the contract.
 3. Confidentiality of all sensitive information is ensured.
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§ 11 Termination and Withdrawal

1. Termination rights in accordance with the German Civil Code (BGB), including extraordinary termination (§ 314 BGB).
 2. Withdrawal from contract per §§ 346 ff. BGB in case of contractual breach.
 3. No costs for Candidates in the event of withdrawal.
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§ 12 Reference to Legal Regulations on Recognition Procedures

1. Right to professional recognition procedure according to the Nursing Professions Act (PflBG).
 2. Option for either an equivalency test or adaptation course.
 3. Recruiter and Employer must provide information about the process.
 4. Access to consultation services must be ensured.
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§ 13 WHO Global Code of Practice and Human Rights Standards

Care Gates commits to full compliance with the **WHO Global Code of Practice on the International Recruitment of Health Personnel** and international human rights standards.

§ 14 Final Provisions

1. German law applies; jurisdiction is Kiel.
 2. If any provision is or becomes invalid, the remaining provisions remain unaffected.
 3. Amendments will be communicated in writing; deemed accepted if not objected to within 4 weeks.
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Care Gates _____ Date _____

Candidate _____ Date _____

Please sign and return via email to: **contact@caregates.de**