

# **CADEMBA Terms & Conditions**

## **1. About CADEMBA**

CADEMBA Recruitment coordinates international agricultural trainee placements between trainees, partner agencies and agricultural businesses.

CADEMBA supports the process from candidate selection to arrival, onboarding and practical follow-up where needed.

CADEMBA is not the legal employer of the trainee.

CADEMBA is not the legal sponsor of the trainee.

CADEMBA does not act as a visa or immigration advisor.

CADEMBA does not independently submit IND, visa or work permit applications on behalf of the agricultural business.

The role of CADEMBA is to coordinate, communicate and support the placement process.

## **2. Definitions**

In these Terms & Conditions:

“CADEMBA” means CADEMBA Recruitment.

“Client” means the agricultural business, farm, company or organisation requesting trainee placement support from CADEMBA.

“Trainee” means an agricultural student, intern or young professional who participates in a practical training placement.

“Partner Agency” means an external organisation, school, training institution or agency that helps identify, prepare or communicate with trainees.

“Placement” means the practical training position, internship or professional training experience hosted by the Client.

“Services” means the coordination, communication, selection support, onboarding support and practical assistance provided by CADEMBA.

### **3. Scope of services**

CADEMBA may provide the following services:

- Coordination between the Client, Partner Agency and Trainee.
- Support during candidate selection.
- Communication support before the trainee starts.
- Guidance on the placement process.
- Practical support around arrival, onboarding and first steps on site.
- Follow-up support where needed after the trainee has started.

The exact services will be agreed separately in writing between CADEMBA and the Client.

### **4. What CADEMBA does not do**

CADEMBA **does not:**

- Act as the legal employer of the trainee.
- Pay the trainee's salary, allowance or compensation.
- Supervise the trainee's daily work on site.
- Take responsibility for working conditions at the Client's location.
- Guarantee visa, permit or IND approval.
- Provide legal, tax or immigration advice.
- Replace the Client's own legal responsibilities.
- Guarantee that a trainee will complete the full placement period.
- Guarantee performance, behaviour or suitability beyond reasonable selection and preparation support.

## **5. Responsibility of the Client**

The Client is responsible for:

Making sure the placement complies with Dutch law.

Arranging or initiating any required legal, visa, IND, work permit, internship or employment procedures.

Providing a safe working and learning environment.

Providing proper supervision on site.

Providing clear work instructions.

Complying with health and safety rules.

Ensuring suitable accommodation where applicable.

Arranging insurance where required.

Paying any agreed trainee allowance, salary, compensation or expenses where applicable.

Treating the trainee with respect and in accordance with applicable law.

The Client remains responsible for all legal obligations connected to hosting, employing, supervising or training the trainee.

## **6. Responsibility of the Trainee**

The Trainee is responsible for:

Providing correct and complete information.

Following the rules of the Client's workplace.

Respecting safety instructions and farm protocols.

Communicating honestly about problems or concerns.

Participating seriously in the placement.

Complying with visa, residence or permit conditions where applicable.

## **7. Candidate selection**

CADEMBA supports the Client in identifying suitable trainees.

Candidate selection is based on available information, including background, motivation, education, communication and practical suitability.

CADEMBA does not guarantee perfect suitability. The Client remains responsible for making the final decision to accept or reject a trainee.

## **8. Placement approval**

A placement is only confirmed when all relevant parties have agreed in writing.

A trainee may not start the placement until the Client confirms that all legal, practical and administrative requirements have been completed.

## **9. Visa, permit and legal procedures**

The Client is responsible for initiating and completing all legal procedures required for the placement.

CADEMBA may help coordinate communication and explain the general process, but CADEMBA does not act as an immigration advisor and does not guarantee approval.

Any delay, rejection or additional requirement from government authorities is outside CADEMBA's control.

## **10. Travel and arrival**

CADEMBA coordinates the trainee's arrival and provides airport pickup upon arrival.

CADEMBA also coordinates return transport to the airport at the end of the traineeship, unless otherwise agreed in writing.

Flight tickets, travel costs, visa-related travel, luggage costs, travel insurance and other personal travel expenses remain the responsibility of the trainee, the Client or another agreed party.

CADEMBA is not responsible for airline delays, missed flights, border decisions, visa issues, travel restrictions, lost luggage, changes in flight schedules or other circumstances outside CADEMBA's control.

If a flight is delayed, cancelled or changed, CADEMBA will make reasonable efforts to adjust the pickup or drop-off planning.

## **11. Accommodation**

The Client is responsible for providing or arranging suitable accommodation where this is part of the placement arrangement.

Accommodation must be safe, clean and suitable for the trainee's stay.

CADEMBA may ask for information about accommodation before the placement starts.

If poor accommodation causes problems during the placement, CADEMBA is not responsible for the consequences.

## **12. Health, safety and incidents**

The Client is responsible for the trainee's health and safety while the trainee is present at the Client's location.

The Client must provide instructions, protective equipment and supervision where required.

In case of illness, injury, accident or death, the Client must follow all legal, insurance and reporting obligations.

CADEMBA is not liable for illness, injury, accident or death caused by working conditions, unsafe instructions, lack of supervision or circumstances at the Client's location.

## **13. Fees**

CADEMBA charges a coordination and placement support fee.

The fee, payment moment and payment conditions will be agreed in writing before the start of the service.

Unless agreed otherwise, the recruitment fee is charged to the Client.

The placement support fee is charged to the trainee.

CADEMBA does **not** charge trainees hidden recruitment fees.

## **14. Payment**

Invoices must be paid within 30 days after the invoice date, unless agreed otherwise in writing.

The Client must pay the invoice in full and on time. Payment may not be delayed because of circumstances outside CADEMBA's control, such as flight delays, missed flights, border decisions, travel restrictions, visa-related decisions, cancellation by third parties, or changes in the Client's own planning.

If payment is late, CADEMBA may pause new or non-urgent coordination work until payment has been received. This does not prevent CADEMBA from providing reasonable communication about an ongoing placement where this is necessary.

The Client remains responsible for payment once CADEMBA has performed the agreed work or when the agreed payment moment has been reached, unless otherwise agreed in writing.

If payment is late, CADEMBA may charge statutory commercial interest and reasonable collection costs, as allowed by law.

## **15. Cancellation by the Client**

If the Client cancels after CADEMBA has started the work, CADEMBA may charge for work already performed.

If a trainee has already been selected, prepared or scheduled, cancellation costs may apply.

The exact cancellation rules may be agreed in the offer, invoice or placement agreement.

## **16. Cancellation or withdrawal by the Trainee**

If a trainee withdraws, cancels or fails to start, CADEMBA will discuss possible next steps with the Client.

CADEMBA may try to identify an alternative candidate, but this is not guaranteed unless agreed in writing.

CADEMBA is not responsible for a trainee's personal decision to withdraw, stop or leave the placement.

## **17. Replacement**

Any replacement support must be agreed in writing.

CADEMBA does not automatically guarantee replacement.

Replacement support may depend on the reason for the failed placement, timing, availability of candidates and whether the Client has met its own responsibilities.

## **18. No guarantee of outcome**

CADEMBA works carefully to support strong placements, but does not guarantee:

visa or permit approval,  
trainee performance,  
trainee retention,  
placement completion,  
business results,  
or absence of problems during the placement.

## **19. Liability limitation**

CADEMBA is only liable for direct damage caused by proven failure in the performance of its own agreed services.

CADEMBA is not liable for indirect damage, including loss of income, business interruption, production loss, reputational damage, delay, missed season, legal penalties or third-party claims.

CADEMBA's total liability is limited to the amount paid by the Client for the relevant service, unless Dutch law does not allow such limitation.

## **20. Force majeure**

CADEMBA is not liable for delay or failure caused by circumstances outside its control.

This includes, but is not limited to:

government decisions,  
visa or permit delays,  
travel restrictions,  
flight delays,  
illness,  
war,  
strikes,  
natural disasters,  
pandemics,  
changes in law,  
or actions by third parties.

## **21. Communication**

The Client must provide accurate and timely information.

CADEMBA is not responsible for delays caused by missing, incomplete or incorrect information from the Client, Trainee or Partner Agency.

Important agreements must be confirmed in writing by email or another agreed written channel.

## **22. Personal data**

CADEMBA processes personal data for the purpose of coordinating trainee placements.

This may include names, contact details, CVs, education details, identification documents and placement-related information.

CADEMBA handles personal data in accordance with applicable privacy laws, including the GDPR/AVG.

More information is provided in CADEMBA's Privacy Policy.

## **23. Confidentiality**

CADEMBA, the Client and involved parties must treat confidential information with care.

Confidential information may not be shared with third parties unless necessary for the placement process or required by law.

## **24. Intellectual property**

All documents, templates, processes, text, presentations and materials created by CADEMBA remain the property of CADEMBA unless agreed otherwise in writing.

The Client may only use these materials for the agreed placement process.

## **25. Website information**

Information on the CADEMBA website is general information only.

It is not legal, immigration, tax, employment or insurance advice.

Clients should seek professional advice where needed.

## **26. Changes to these Terms**

CADEMBA may update these Terms & Conditions from time to time.

The version applicable to a specific agreement is the version shared or accepted at the time of the agreement, unless agreed otherwise.

## **27. Governing law**

These Terms & Conditions are governed by Dutch law.

Any dispute will first be discussed in good faith between CADEMBA and the Client.

If no solution is reached, disputes will be submitted to the competent court in the Netherlands, unless mandatory law states otherwise.

## **28. Contact**

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