

LetME Work AS – Terms & Conditions (Netherlands)

1. COMPANY & PLATFORM

The LetME app and web platform (“Platform”) is provided by:

LetME Work AS (Org. No. 935338778), Smeltingen 2, 0195 Oslo, Norway

Email: post@letme.no | Phone: +47 22 07 70 60 | Website: www.letme.no

LetME operates the platform for use in the Netherlands. LetME is NOT an employer of Staff and is NOT a temporary work agency, payroll provider, or contractor of record. All content on the platform is proprietary.

2. RATES & PRICES

All prices are listed in EUR and include VAT where applicable. After registration, Clients receive a complete price overview and any changes are communicated in advance. Rates may be updated in accordance with Dutch regulations or market conditions.

3. ROLE OF LETME & LEGAL STATUS

3.1 LetME acts only as a digital platform connecting Clients and Staff.

3.2 LetME does NOT employ Staff in the Netherlands and does not enter into employment contracts.

3.3 Clients hiring Staff through the Platform become the direct employer and assume full responsibility for:

- Employment law compliance
- Salary payments and minimum wage rules
- Payroll taxes and social security
- Work permits (if applicable)
- Insurance and health & safety obligations

4. DEFINITIONS

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Platform – the LetME digital system.

Client – businesses or organizations posting shifts or hiring Staff.

Staff – individuals accepting shifts through the Platform.

Agreement – these unified Terms & Conditions.

Service Fee – the LetME fee based on worked hours.

Outside Hire – any direct engagement outside the Platform.

5. PAYMENT STRUCTURE

5.1 Salary Payments

The Client must pay Staff directly in EUR based on the approved hours in the Platform. LetME is not responsible for salary timing, accuracy, or disputes.

5.2 Service Fee

LetME charges the Client a Service Fee 15% based on Staff's worked hours. LetME invoices separately. Late payment may result in extra costs and suspension of the client profile.

5.3 Pricing

Clients receive a complete pricing overview after registration. LetME may update fees for future assignments.

6. SHIFT RULES & MINIMUM HOURS

A minimum of 4 hours per shift applies unless otherwise agreed.

If a shift is cancelled within 24 hours before the shifts starts, Staff are still entitled to be paid for 4 hours.

7. CANCELLATION POLICY (UPDATED)

7.1 Client Cancellation

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- Free cancellation: Up to 24 hours before shift start.
- Less than 24 hours: Client must pay the Staff a minimum of 4 hours.

7.2 Staff Cancellation

- Free cancellation: Up to 24 hours before shift start.
- Less than 24 hours: A penalty of €50 per shift may be charged.
- Penalties may be deducted from future earnings or invoiced if no outstanding payments exist.
- Sickness: A doctor's certificate may be required to avoid penalty.

7.3 Misuse Measures

LetME may suspend or deactivate user accounts in case of repeated cancellations, no-shows, or misuse.

8. EQUAL TREATMENT & WORKING CONDITIONS

Clients must comply with Dutch labor standards, including:

- Minimum wage
- Health & safety (Arbowet)
- Non-discrimination
- Access to facilities equal to comparable workers

9. OUTSIDE HIRE (CLIENT MISUSE)

Clients may not bypass LetME.

Hiring Staff directly within 6 months of last contact triggers:

- €3,000 + VAT recruitment fee
- Suspension or termination of account

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Applies to:

- Direct hire
- Freelance / part-time / full-time
- Engagement via third parties or referrals

10. OUTSIDE HIRE (STAFF MISUSE)

Staff may not accept work outside the Platform from Clients they met through LetME.

Violation results in:

- €3,000 + VAT penalty
- Immediate account termination

11. TERMINATION OF COOPERATION

Must be submitted in writing to: post@letme.no

A 6-month notice applies starting the first day of the next month.

During and 6 months after the notice:

- Clients may NOT hire Staff directly
- Staff may NOT accept work from Clients directly

Penalties apply for breaches:

- Client: €3,000 + VAT
- Staff: €3,000 + VAT

12. PRIVACY & GDPR

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LetME processes personal data according to GDPR and Dutch law.

Data processed may include:

- Identification and profile data
- Work history, skills, ratings
- Device and usage data
- Optional location data for check-in/out
- Optional sickness/absence reason

Purposes include:

- Matching and shift management
- Safety, fraud prevention and platform quality
- Communication
- Legal compliance

Users have full GDPR rights: access, correction, deletion, restriction, objection, portability. Privacy Policy available on www.letme.no.

13. COOKIES

The Platform uses cookies for login, security, performance, and user experience. Blocking cookies may limit functionality.

14. INSURANCE, HEALTH & SAFETY

Clients must provide:

- Safe workplace
- Safety equipment and training

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- Compliance with Arbowet
- Accident reporting where required
- Liability insurance and any required Staff coverage

Staff must follow all safety rules and report unsafe situations.

LetME is not liable for workplace injuries or accidents.

15. HOLIDAY PAY & BENEFITS

These must be agreed directly between Client and Staff.

LetME does not handle or pay:

- Holiday allowance (vakantiegeld)
- Paid leave
- Pension
- Sickness pay

16. RATING SYSTEM

After each shift, both Client and Staff may submit ratings. Ratings must be truthful and objective.

If a Staff member receives a 1-star rating they believe is unfair, they may request a review within 5 working days.

17. CONFIDENTIALITY

Staff must not disclose any confidential information from Clients or LetME.

Documents must be returned upon request.

NDAs may be required by Clients.

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18. TERMINATION OF INDIVIDUAL ASSIGNMENT

A Client may terminate an assignment immediately if Staff performance is unsatisfactory.

Minimum 4 hours must still be paid.

19. CHANGES TO TERMS

LetME may update Terms for future platform use. Users will be notified. Continued use equals acceptance.

20. COMPLAINTS & DISPUTES

Complaints: post@letme.no

Governing law: Dutch law

Jurisdiction: Courts in the Netherlands

Breach of these Terms may result in:

- Account suspension
- Penalty fees
- Legal claims for damages

21. ACCEPTANCE

By creating an account, posting shifts, or accepting shifts, both Clients and Staff confirm full acceptance of these Terms & Conditions, including all fees, penalties, and obligations.