

# Instructions

Accession to the Reliable Partner service requires the signing and returning of the Power of Attorney Agreement enclosed below. Under this agreement Vastuu Group Oy will retrieve and publish all information required under the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out. Please fill in your company information details on the form B (the Power of Attorney Agreement).

## Fee

The yearly subscription fee of the Reliable Partner service is 125 EUR + VAT (1.1.2021). Initial invoicing will take place upon acceptance into the service.

## Publication of information

The information is published immediately after the proxy has been processed. Any missing information will be displayed with a grey question-mark, which means that the information should be supplied to customer service as soon as possible. After the publication of the report your corporate information according to the Act may be collected, free of charge, from the service.

Downloading of the reports requires creating a company account on the web page [www.vastuugroup.fi](http://www.vastuugroup.fi).

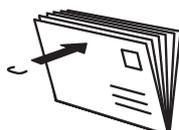
Form	Point	
	<b>1.</b> Principal	Point 1: Fill in the company's basic information and invoicing information. Please note that in order for Vastuu Group to be able to send you notices and acquire additional information concerning your company, a valid e-mail address and mobile number shall be added. If your company is a member of an association or union, include this information on the space entitled "Association membership".
	<b>4.</b> Hired Labour	Point 4: Fill in information regarding hired labour. If you have no employed workforce, choose the alternative "No hired labour". Points 5-8 are voluntary if the company has no hired labour.
	<b>5.</b> Collective Agreement (TES)	Point 5: Choose which applicable collective agreement, or principle terms applicable to your work, that binds your company in Finland (TES).
	<b>6.</b> Employee Pension Insurance (TyEL)	Point 6: Fill in all required information regarding your Employee Pension Insurance.
	<b>7-9.</b> Workers' compensation Insurance, Liability Insurance and Healthcare	In addition to the information supplied in the proxy, remember to add copies of the valid Liability insurance and Accident insurance certificates along with the signed agreement in the prepaid return envelope.
	<b>11.</b> Signatures	The power of attorney should be signed by the person/persons authorised to sign for the company. This information is crosschecked against the information listed in the official Trade Register.

## Send by mail:

**Fold all pages and leave the letter cover with the return address on the top.**



## Staple and send.



## Send by email:

**[customerservice@vastuugroup.fi](mailto:customerservice@vastuugroup.fi)**

**Note! The Power of Attorney is to be signed by hand.**



## Terms and conditions of the Reliable Partner service

The Reliable Partner service is a risk management tool provided by Vastuu Group Ltd ("Supplier") that can be used for verification of business partner's compliance with the Finnish Act on Contractor's Obligations and Liability when Work is Contracted Out (22.12.2006/1233, hereinafter "Contractor's Liability Act"). In addition, the service provides relevant background information for companies and consumers supporting decision-making in their selection of contractors. Companies wishing to join the Reliable Partner service shall provide Supplier with a written power of attorney that authorises Supplier to receive information required by the Contractor's Liability Act from its insurance companies, the tax authorities and other third parties, and to make such information available through the Reliable Partner service to the extent decided by Supplier at any time.

The following terms and conditions shall apply when a company subscribes to the Reliable Partner service by submitting an authorisation to Supplier. Supplier uses the authorisations to retrieve information from public authorities, insurance companies and private stakeholders on taxation, industrial accident insurance, liability insurance, pension fund contributions, occupational health services and bans on engaging in business to the extent required at any time by the Contractor's Liability Act or the Reliable Partner service.

Publishing of the Reliable Partner report of the Company in Supplier's services requires that the Company has given Supplier an authorisation and has also paid the service fees charged in accordance with the valid pricelist by the due date. Public information concerning the Company, such as the information contained in the trade and YTJ registers, valid transport licences listed in the national transport licence system VALLU, and any bans on engaging in business activities imposed on the Company's responsible persons are published as part of the Reliable Partner reports. A Company established abroad that sends employees to Finland must notify Supplier of details corresponding to the information required by the Contractor's Liability Act in accordance with the legislation of its country of establishment or in an otherwise generally accepted manner. The Company and Supplier may also separately arrange for Supplier to obtain these details using an authorisation issued by the Company. It is the duty of the Company to notify Supplier of changes in Company information, such as any new invoicing address, change of pension insurer, industrial accident or liability insurer, or change in occupational health details.

By accepting these terms and conditions, the Company explicitly accepts that Supplier can make changes to the contents of the Reliable Partner reports following the process described in this section. Furthermore, the Company explicitly accepts that, following such changes, the authorisation given by the Company to Supplier to receive data concerning the Company from third parties and to publish such data through the Reliable Partner service will be automatically updated to correspond to the requirements of the new information content and the valid terms and conditions, provided that Supplier has followed the process described in this section. If Supplier makes changes to the contents of the Reliable Partner report, these terms and conditions, or the consent contained in the authorisation enclosed with the terms and conditions, Supplier will notify the contact person specified by the Company and will also publish the same information on the website of the service at [www.vastuugroup.fi](http://www.vastuugroup.fi) at least 30 days before such change takes effect. The contents of and grounds for the change must be specified in such a notification together with the changes to these terms and conditions and to the authorisation given by the Company to Supplier. Should the Company not accept the change, the Company has the right to terminate its Reliable Partner service subscription without a notice period by notifying Supplier of this in writing before the change takes effect. The Company has no right to continue the use of the Reliable Partner service if the Company does not accept the changed contractual terms and conditions and authorisation. By continuing to use the Reliable Partner service the Company accepts the changed terms and conditions and the changes in the authorisation given by the Company to Supplier.

Information will be made available through the Reliable Partner service within about two weeks of submitting the authorisation to Supplier, provided that the service fee has been paid by the due date. After that the Reliable Partner report concerning the Company can be downloaded in Supplier's Reports. Registered users of Supplier's services may access and download free of charge Reliable Partner reports on all companies that have joined in the Reliable Partner service. Supplier may also publish information on the Company in Supplier's other online services. In addition, Supplier may make Reliable Partner service's full Reliable Partner reports, report extracts or interpretations available through selected third-party company information service providers and other online service providers located within the European Economic Area in a manner described in Supplier's privacy policy, as amended by Supplier from time to time.

The details held by the service shall be updated at intervals not exceeding two months.

Supplier shall invoice for the service fee every 12 months. Supplier shall be entitled to terminate the agreement with immediate effect if the Company fails to pay the annual service fee within two months of the due date. Supplier requires settlement of any outstanding payments from the Company before concluding any new agreement. Supplier shall be entitled to revise the service fees. Supplier shall announce price changes on the service website 30 days before these changes take effect.

Supplier shall only serve as a medium for exchanging company information, and shall accordingly not be liable for any faults or interruptions in the services, errors or omissions in the information contained therein, or service downtime, or for any direct or consequential loss or damage so caused. The liability of Supplier shall be limited in all cases to the 12 months service fee paid by the Company. This limitation of liability shall not apply when the loss or damage was caused intentionally or by gross negligence.

Supplier shall be entitled to assign the the services and its associated liabilities, duties and agreements to a third party. Supplier shall be entitled to modify these terms and conditions by sending a notification of the amendment to the e-mail address provided by the Company no later than one (1) month before the amended terms and conditions take effect.

This agreement between the Company and Supplier concerning publication of information on the Company within the scope of the Reliable Partner service shall remain in force until further notice. The Company may terminate the service with immediate effect by notifying Supplier of the termination in writing. Supplier shall be entitled to terminate this agreement at 60 days' written notice. Supplier shall have no duty to refund any fees paid on termination of the agreement. For the sake of clarity it is stated that terminating this contract does not automatically cancel the consent given by the Company, and therefore the details of the Company will remain available in the paid-for service. The information shall remain in the service for six (6) years, during and after which anonymized data may be used for statistical analysis and service development in a manner that does not enable identification of any individual company. Supplier may terminate the agreement with immediate effect, revoke Reliable Partner status and remove details of the Company from the service without prior notice under the following circumstances:

- Supplier is advised by a public authority, another client of Supplier or some other party that an individual subject to a ban on engaging in business is involved in the operations of the Company in a manner giving cause to suspect that the said individual is effectively directing the operations or administering the Company.
- The Company, its registered responsible persons, or the individuals exercising a de facto controlling interest therein have acted in a manner demonstrating severe recklessness with respect to current legislation or good business practice in the industry, good customs, and the objectives of the Reliable Partner service, and based on the assessment by Supplier the company can therefore no longer be recommended as a reliable contractual partner.

Either party may rescind this agreement with immediate effect in cases of gross breach of contract.

Supplier and the Company shall endeavor in the first instance to negotiate a settlement of all disputes pertaining to these terms and conditions within one (1) month. If this procedure is unsuccessful, then the disputes shall be settled in the first instance at the District Court of Helsinki.

## Authorisation

I hereby authorise Vastuu Group Ltd (hereafter Supplier) to request from the Finnish Tax Administration the following information concerning the Assignor: information contained in the certificate of payment of taxes or in the certificate of tax debts and related appendices. I authorise Supplier to record and publish this information and any interpretations and conclusions made based on this information by automatic data processing software in Supplier's online services.

Information will be published in Supplier's online services of any unstructured tax debts of over 500 euros but no more than 10,000 euros (of these, a mention will be included in the Reliable Partner report, but they have no impact with regard to the Contractor's Liability Act) and of unstructured tax debts that exceed 10,000 euros. When the unstructured tax debt exceeds 10,000 euros, a "to be clarified" marking will be added on the Reliable Partner report. If the Assignor has a verified payment plan with the Finnish Tax Administration concerning the tax debt, a mention of the existence of this payment plan can be included in the Reliable Partner report.

I further authorise Supplier to request and receive from the insurance company used by the Assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) on the acquisition and validity of an insurance policy referred to in the Employment Accidents Insurance Act (608/1948), and to record and publish this information in Supplier's online services.

I further authorise Supplier to request and receive from the insurance company used by the Assignor or from some other party the certificates or information contained therein on the acquisition and validity of an insurance policy referred to in the Finnish Patient Injuries Act (Potilasvahinkolaki 585/1986), and to record and publish this information in Supplier's online services.

I authorise Supplier to request and receive from the insurance company used by the Assignor or from some other party a certificate of the acquisition, coverage, and validity of a liability insurance, and to record and publish this information in Supplier's services.

I also authorise Supplier to request and receive details from the Finnish pension insurer used by the Assignor concerning whether the Assignor has a valid TyEL employment pension insurance, whether the Assignor has any paid or outstanding insurance premiums or an associated payment schedule, and details of termination of insurance, and to record and publish this information in Supplier's services.

I also authorise Supplier to request and receive from the provider of occupational health care services used by the Assignor or from some other party the certificates or information contained therein that are required by the Contractor's Liability Act (and a corresponding regulation) regarding the organisation of occupational health care referred to in the Occupational Health Care Act (1383/2001), including information on the validity of the occupational health care contract and existence of an occupational health care action plan, and to record and publish this information in Supplier's services.

I also authorise Supplier to request and publish the information required by the Contractor's Liability Act (and a corresponding regulation) regarding any bans on engaging in business activities imposed on the responsible persons of the Company.

I further authorise Supplier to request and publish the details, register extracts and certificates that are required by the Contractor's Liability Act (and corresponding statutes) from public authorities and other parties in the country of establishment of a non-Finnish contractual party serving as Assignor. Examples of the said details include the A1 or E101 certificates indicating that employees assigned from a Member State of the European Union or the European Economic Area are covered by the social security system of the assigning state, and details or certificates of social security agreements (and any industrial accident insurance incorporated therein) concluded with Finland concerning employees assigned from third countries. I authorise Supplier to record and publish this information in Supplier's services.

In addition to the above authorisation, Supplier has the explicit acceptance and authorisation of the Assignor to request and publish in Supplier's services information concerning the Assignor at any time to the extent, and with the content, specified in the valid terms and conditions of the Reliable Partner service and related authorisation appendix which have been published on Supplier's website at [www.vastuugroup.fi](http://www.vastuugroup.fi).

The current insurance companies used by the Assignor (pension, worker's compensation insurance etc.) and other service providers that provide information are specified in the agreement. The Assignor agrees to notify Supplier of any changes in these details.

This authorisation will remain valid until further notice for as long as the Assignor's contract on the Reliable Partner service remains valid. The Assignor can cancel this authorisation at any time by submitting a written notification to Supplier. When this authorisation is cancelled, the contract on the Reliable Partner service will also end at the same time as the authorisation.

The party from which Supplier retrieves information concerning the Assignor has the right to verify from Supplier that the Assignor's contract on the Reliable Partner service is valid and that the Assignor has given Supplier the authorisation required by the terms and conditions of the contract to request and publish information concerning the Assignor in Supplier's services.

The Assignor agrees to the terms and conditions of the Reliable Partner service.

# Power of Attorney Agreement

**1.**  
Principal

Company name: \_\_\_\_\_ Registration number: \_\_\_\_\_  
 Billing address: \_\_\_\_\_  
 Postal code and Post office: \_\_\_\_\_  
 E-mail contact address: \_\_\_\_\_  
 Phone number: \_\_\_\_\_ Association membership: \_\_\_\_\_

**2.**  
Authorised party

Vastuu Group Oy (hereinafter the authorised party)  
 Registration number: 2327327-1

**3.**  
Power of Attorney

Your company accepts the authorisation on page A.  
 The authorisation is published in full on page A.

**4.**  
Hired labour

- The company has hired labour.
- No hired labour

**Points 5–8 are voluntary if the company has no hired labour.**

**5.**  
Collective Agreement

**Generally Applicable Collective Agreement (TES).**

Collective agreement/s: \_\_\_\_\_

**6.**  
Employee Pension Insurance (TyEL)

- Varma Mutual Pension Insurance Company
- Veritas pension Insurance
- Local Government Pensions Institution Keva
- Elo Mutual Pension Insurance
- Ilmarinen Mutual pension Insurance Company
- Other: \_\_\_\_\_

**7.**  
Workers' Compensation Insurance

Insurance Company: \_\_\_\_\_  
 The entrepreneur has a Farmers' Pension Insurance (MYEL)

**Please include a less than 10 days old copy of official insurance certificate.**

**8.**  
Occupational Healthcare

Name of Occupational Healthcare provider: \_\_\_\_\_

**9.**  
Liability Insurance

- I forbid the retrieval and publication of my Liability Insurance information.
- We have a valid Liability Insurance

Insurance company: \_\_\_\_\_

**By filling in the Liability Insurance information you automatically give publishing consent. Please include a valid insurance certificate.**

**10.**  
Additional notes and comments

**Additional notes and comments (if any)**

\_\_\_\_\_

**11.**  
Signatures

**The person/persons authorised to sign for the company as set out in the Trade Register**

Date: \_\_\_\_\_ Place: \_\_\_\_\_

Signature and name in block letters \_\_\_\_\_ Social security number: \_\_\_\_\_

Signature and name in block letters: \_\_\_\_\_ Social security number: \_\_\_\_\_



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**Staple**

**Fold**

**Fold**

Vastuu Group Oy  
Tunnus 5017688  
FI-00003 HELSINKI

**REPLY PAID / RÉPONSE PAYÉE**  
**FINLAND / FINLANDER**

**IBRS/CCRI**  
**Code 5017688**

**PRIORITY / PRIORITAIRE**  
**BY AIRMAIL / PAR AVION**

**NO STAMP**  
**REQUIRED**  
**NE PAS**  
**AFFRANCHIR**