General terms and conditions – Recruitment & Selection

Article 1: Scope

These general terms and conditions apply to all offers, assignments, and agreements regarding recruitment & selection of personnel by iStorm IT & New Media Belgium Permanent NV.

Article 2: Ethics

As a recognized recruitment and selection agency, iStorm IT & New Media Belgium Permanent NV (hereinafter referred to as “iStorm”) operates in accordance with the legal regulations applicable to recruitment and selection agencies and complies with the law on privacy protection.

Article 3: Non-binding offers

All quotes and offers from iStorm are non-binding. No rights can be derived from the quote or offer if the candidate to whom the quote or offer relates is no longer available in the meantime.

Article 4: Information provision and diligence

1. The client is obliged to provide iStorm in a timely manner with all information that can reasonably be considered relevant in connection with the mediation.
2. The client is required to treat the candidate proposed by iStorm, as well as the information provided with the proposal, in a correct and careful manner. This also means that the client must provide iStorm with a report within a reasonable period after the introductory meeting has taken place.

Article 5: Liability

1. iStorm is only bound by a best-effort obligation regarding the conclusion of agreements. For this reason, no guarantee can be given concerning the result of the assignment.
2. The client is obliged to independently form a judgment about the suitability of the candidate before entering into an employment contract with them. iStorm will exercise all due care prior to and during the selection process, but this does not exempt the client from their duty of investigation. iStorm is not liable if it turns out that the candidate does not meet the client's expectations, unless iStorm can be proven negligent in the recruitment and selection process. Any liability in such cases is limited to a maximum amount equal to the fee received for that assignment.
3. iStorm is in no way liable for damages and losses caused by candidates placed through iStorm.
4. The client indemnifies iStorm against damages and liabilities towards third parties.

Article 6: Non-solicitation clause

iStorm shall refrain from approaching employees of the client with the intent to mediate them to another employer for a period of 12 months following the conclusion of a recruitment agreement, unless the employee themselves takes the initiative by demonstrably expressing the intention to accept a position elsewhere.

Article 7: Confidentiality

Both parties are obliged to maintain confidentiality of all confidential information they have obtained from each other or from other sources in the context of their agreement.

Article 8: Non-competition clause

1. If the client rejects a candidate proposed by iStorm, or the candidate rejects an offer from the client, and within 12 months after the candidate's first introduction by iStorm to the client an employment contract is nevertheless concluded between the client and the candidate, the client is still obligated to pay the placement fee.
2. The client is prohibited from disclosing any candidate information to third parties or presenting candidates to third parties in any way. If the client violates this prohibition, they are required to pay a fixed compensation equal to 20% of the candidate's gross annual salary.

This article applies from the moment of first contact between the client and the contractor, even before the actual start of the assignment.

This article also applies to all candidates proposed by iStorm.

Article 9: Payment and additional costs

1. Invoices from iStorm are payable upon receipt, net and without any discount. If payment is made by methods other than cash, bank transfer, direct debit, or cheque, the collection costs will be borne by the client. In case of non-payment upon receipt of the invoice, interest of 0.85% per month is due by operation of law and without prior notice of default. Furthermore, after a written notice of default, a fixed compensation of 15% on the outstanding amounts, with a minimum of €125, will be owed. Bills of exchange from iStorm do not alter this arrangement and do not create any renewal of debt. The candidate is not authorized to collect invoices.

   If the client fails to comply with their legal obligations or the contractual terms and conditions (i.e., special and general conditions), as well as in case of non-payment, iStorm has the right, without being liable for any compensation, to consider ongoing agreements as terminated. The client will fully indemnify iStorm for all adverse consequences iStorm may suffer in this regard.

   All complaints concerning invoices must reach iStorm within eight calendar days after the invoice date by means of a motivated registered letter. After this period, any complaint will be inadmissible.

2. If, during the execution of the contract, at the client's request, the scope of the services changes (or if the candidate's profile changes), the original price will be increased accordingly to reflect the additional work requested. If the client requests additional services not described in the agreement, these will be subject to an addendum, with separate invoicing.

Article 10: Data protection

Beide partijen zullen in het kader van de overeengekomen diensten elks afzonderlijk voldoen aan de van toepassing zijnde wetgeving op het gebied van privacy en gegevensbescherming. Overeenkomstig vigerende wetgeving is elke partij verantwoordelijk voor de verwerking van de persoonsgegevens van kandidaten, sollicitanten, tijdelijke werknemers, vaste werknemers, contactpersonen en andere betrokkenen in het kader van actuele of toekomstige overeenkomsten.

Partijen komen overeen dat persoonsgegevens uitgewisseld kunnen worden. Elke partij is verantwoordelijk voor het feit dat persoonsgegevens enkel worden doorgegeven indien hiertoe het recht bestaat en eventueel de hiervoor vereiste toestemming van de betrokkene werd verkregen.

De opdrachtgever ageert als verwerkingsverantwoordelijke en verbindt zich ertoe alle verplichtingen met betrekking tot de bescherming van de persoonsgegevens na te leven. De opdrachtgever garandeert o.m. passende technische en organisatorische maatregelen te nemen, opdat de verwerking van de persoonsgegevens aan de vereisten van de wetgeving voldoet en de bescherming van de rechten van de betrokkene is gewaarborgd.

De opdrachtgever staat er voor in dat de tot het verwerken van de persoonsgegevens gemachtigde personen zich ertoe verbinden de vertrouwelijkheid in acht te nemen, dan wel zijn gebonden door een passende wettelijke verplichting van vertrouwelijkheid.

De opdrachtgever verwijdert onmiddellijk alle persoonsgegevens van een door ons voorgestelde kandidaat indien de opdrachtgever beslist om deze kandidaat niet te weerhouden. Verder dient de opdrachtgever na afloop van diensten alle persoonsgegevens te wissen of deze terug te bezorgen, en bestaande kopieën te verwijderen, tenzij opslag van de persoonsgegevens Unierechtelijk of lidstaatrechtelijk is verplicht.

Article 11: Termination of the agreement

In the event of unilateral termination of the contract, the client shall owe iStorm a fixed compensation for damages pursuant to Articles 1226 et seq. of the Civil Code, corresponding to the total amount of the invoices that iStorm would have issued if the contract had been fully executed. This also applies in case of nullity of the contract between the client and iStorm due to the client's failure to comply with legal obligations or due to incorrect information provided by the client at the time of concluding the contract.

iStorm reserves the right to claim higher damages provided that it can prove the extent of the damage.

This shall no longer be possible if the client can sufficiently prove that iStorm has demonstrably been negligent in the performance of the assignment.

Article 12: No deviation from general terms

Elk geschil betreffende de geldigheid, uitlegging en uitvoering van deze contractuele (i.e. bijzondere en algemene) voorwaarden wordt uitsluitend beslecht door de rechtbanken van de maatschappelijke zetel van iStorm. iStorm heeft echter eveneens het recht om te dagvaarden voor de rechtbank die bevoegd zou zijn volgens het gemene recht.

Article 13: Applicable law

Any dispute concerning the validity, interpretation, and execution of these contractual (i.e., special and general) terms and conditions shall be exclusively settled by the courts of the registered office of iStorm. However, iStorm also reserves the right to initiate proceedings before the court that would have jurisdiction under general law.