

Text with the rights and obligations of the employee and of the agency

- 1.** Under no circumstances may the agency request or receive any compensation from the employee.
- 2.** The agency must treat all those concerned in an objective, respectful and non-discriminatory manner and must not prepare or publish job advertisements that could give rise to discrimination.
- 3.** The agency must respect the privacy of the employees and may only request and use the employee's private data with the permission and in the interests of the employee in the context of his professional involvement and with due observance of the regulations concerning the processing of personal data and the free movement of such data.
- 4.** The agency must allow the client and the employees to inspect the data stored about them and must provide them, at their request, after the assignment has been completed, with a copy of their file.
- 5.** The agency may only request and use information about the client employer and the employees in the context of the mediation activities.
- 6.** The agency must provide the client employer and the employees with correct, timely and complete information about the mediation activities and about the nature of the employment.
- 7.** Personality tests and psychological tests can only be performed by or under the responsibility of a psychologist.
- 8.** The temporary employment agency may not carry out mediation activities for vacancies that are not associated with a realistic job offer.
- 9.** The agency may not engage in activities that lead to employment that is contrary to the public order or which the agency can clearly establish as an infringement of social or tax legislation.
- 10.** The temporary employment agency may not carry out mediation activities insofar as these are related to a strike, exclusion or suspension of an employment contract, as a result of inclement weather or lack of work due to economic causes.
- 11.** The agency may mediate for employees of foreign nationality subject to compliance with the regulations on the employment of foreign workers.

12. The agency may not take the place of the client employer in the hiring or dismissal decision or the related negotiations.

13. The temporary employment agency may not carry out temporary employment activities by means of an exclusivity clause.

14.1. Mediation agencies for performing artists and paid sportspeople may only receive fees, commissions, contributions, admission or registration fees, hereinafter referred to as commissions, if the following conditions are met: 1° the commission is determined in advance in a written agreement between the agency and the client. If the private job placement is offered together with other services, the commission for the different services will be determined separately; 2° the employee expressly agrees in advance with the commission; 3° the parties each have an original copy of this agreement.

14.2. The commission for the mediation for the performing artist is calculated on the compensation that the performing artist will receive for his performance. The commission for the mediation for the paid sportsperson is calculated on the planned total gross annual income of the paid sportsperson, and this applies for the total duration of the contract.

15. Every temporary employment agency must have an accreditation.

16. The temporary employment agency must state its accreditation number in its external communication, i.e.: in its agreements, offers, invoices, correspondence, e-mail, job advertisements that are published via written or visual media and on its websites.

17. The agency must hand over this text to anyone who calls on private employment services or must post this text in full in the offices of the agency that are open to the public, in the place where this text can best be read.

18. Agencies whose activity is to announce job offers via the written, audio or visual media (TV, newspapers, internet, radio, etc.) must make this text known in detail via the medium concerned or expressly indicate the location (e.g., internet address) where this text is made available. This text must be made available free of charge by the agency upon simple request.

19. The agency must endorse and comply with the code of conduct. The code of conduct is an integral part of this text.

20. Complaints for alleged infringement of employment law legislation can be submitted to: [1 Department of Work and Social Economy]¹

Dienst Migratie en Arbeidsbemiddelingbureaus (Migration and Employment Agencies Service)

Ellipsgebouw

Koning Albert II-laan 35, bus 21

1030 Brussel

telephone: 02-553 44 73

fax :02-553 44 22

e-mail: arbeidsbemiddeling@vlaanderen.be

To be admissible, the complaint must be motivated and clearly describe the alleged infringement. The anonymity of the complainant is guaranteed.

21. Complaints can also be submitted to:

Departement Werk en Sociale Economie (Department of Work and Social Economy)

Afdeling Inspectie (Department of Inspection)

Ellipsgebouw

Koning Albert II-laan 35, bus 20

1030 Brussel

telephone: 02 553 08 88

fax: 02-553 42 71

e-mail: werkgelegenheid.inspectie@vlaanderen.be

22. The following service is in charge of the supervision and enforcement of the job placement decree and its implementing decrees:

Departement Werk en Sociale Economie (Department of Work and Social Economy)

Afdeling Inspectie (Department of Inspection)

Ellipsgebouw

Koning Albert II-laan 35, bus 20

1030 Brussel

telephone: 02-553 08 88

fax: 02-553 42 71

e-mail: werkgelegenheid.inspectie@vlaanderen.be

(1)<[BVR 2014-06-20/29](#), art. 92, 003; Entry into force: 30-10-2014>
