

August 2025

# VBB on Belgian Business Law

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“Van Bael & Bellis’ Belgian competition law practice [...] is a well-established force in high-stakes, reputationally-sensitive antitrust investigations.”

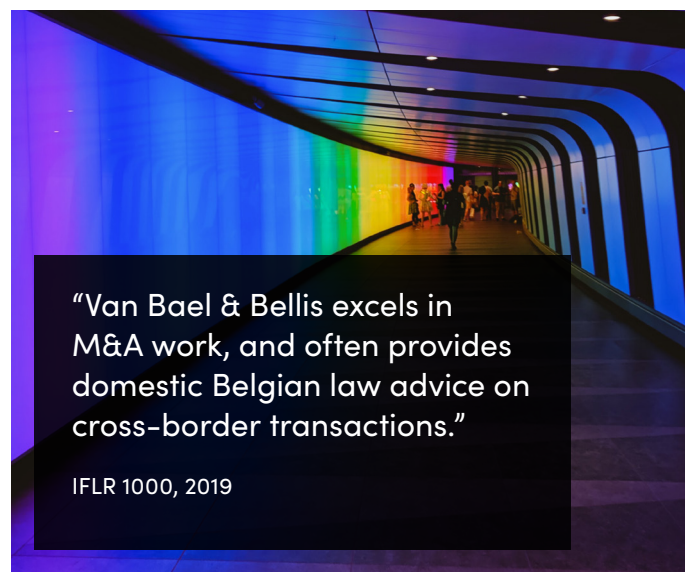
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## COMPETITION LAW

### ***Belgian Competition Authority Rules on Two Requests for Interim Measures in Sports Cases***

In August 2025, the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence – BCA*) ruled on two requests for interim measures in the sports sector. While both requests were denied, the cases are strikingly different from a substantive point of view.

#### *Football*

The first case concerns football. Three clubs of the Challenger Pro League (**D1B**), Royal Francs Borains, Koninklijke Sporting Club Lokeren, and Royal Football Club Seraing (the **Clubs**), sought interim measures against new rules adopted by the Royal Belgian Football Association (**RBFA**).

The Challenger Pro League includes both regular football clubs and teams of young players (the U23 Teams) that belong to professional clubs playing in the top professional league, the Jupiler Pro League (D1A). The challenged new rules created a quota providing for at least four U23 Teams in the Challenger Pro League (D1B) and made it more difficult for the U23 Teams to be relegated to an amateur league in case of poor performance (the Quota). The Clubs considered the Quota to discriminate against the regular teams competing with the U23 Teams in D1B and filed a complaint, which triggered the opening of an investigation. The Clubs also sought the suspension of the Quota for the new season of D1B.

In its preliminary assessment of 1 August 2025, the Competition College found that the Quota is discriminatory and likely to affect competition on sporting grounds as it is liable to reduce the incentives for U23 Teams to field strong teams for matches with lower stakes. According to the Competition College, this form of discrimination could unlawfully distort competition in the market for the sale of football entertainment. Additionally, the Competition College maintained that the possibility offered to the D1A clubs which own the U23 Teams to switch players between their D1A team, and their U23 Team could infringe the competition rules.

Despite these findings, the Competition College did not grant the suspension sought by the Clubs. It was of the opinion that the harm which the clubs may suffer would only materialise at the end of the season, depending on their ranking, and was thus not sufficiently imminent and certain.

#### *Inline Hockey*

The second case concerns inline hockey. On 13 August 2025, the Competition College denied a request for interim measures directed against the Royal Belgian Ice Hockey Federation (**RBIHF**).

Eight players were penalised by the RBIHF for their participation in an alternative competition called the Deutsche Inline Hockey Liga (**DIHL**), organised by the Deutscher Inline Hockey Verband e.V. (**DIHV**). The players and the DIHV filed a complaint with the BCA, arguing that the RBIHF's regulations and the sanctions infringed the competition rules, and the BCA opened an investigation on 20 June 2025. On 23 June 2025, the complainants sought interim measures to prevent the RBIHF from imposing the penalties and to allow the players and their team, the Panthers, to participate in the DIHL.

However, on 1 July 2025, the RBIHF stopped regulating the inline hockey competition and, as a result, the sanctions no longer apply. In light of this new development, the Competition College found that there was no longer any harm justifying the grant of interim measures.

The investigation on the merits is still ongoing in both cases.



## COMPETITION LAW

### ***Informal Opinion of Belgian Competition Authority Finds Proposed Fee Regulation of Veterinarians' Association Incompatible with Competition Law***

On 3 September 2025, the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence – BCA*) published an informal opinion dated 3 February 2025 addressed to the Veterinarians' association (*Orde der Dierenartsen / Ordre des Médecins Vétérinaires – OMV*), in which it finds the OMV's proposed fee regulations to be incompatible with the competition rules (the **Opinion**).

Referring to the German "*Gebührenordnung für Tierärztinnen und Tierärzte*" (**GOT**), which regulates fees for veterinarians in Germany, OMV had requested the BCA to advise on whether competition law would allow it to (i) establish a fee list for veterinary services; and (ii) issue a general opinion on veterinary fees (the **Proposed Fee Regulation** or **PFR**). The PFR would be based on Article 19 of OMV's Code of Ethics which provides that the remuneration of veterinarians must not depend on criteria that are liable to compromise their independence or the quality of their veterinary practice.

In the Opinion, the BCA notes that:

- GOT is irrelevant to assess the PFR from the perspective of competition law as GOT was adopted by the German State and, subject to limited exceptions, therefore falls outside the scope of the competition rules.
- By contrast, the PFR would constitute a decision of an association of undertakings and, as such, would be subject to competition law. In this regard, the BCA refers to its decision of 21 August 2007 in Case MEDE-I/O-00/0027 (*Orde der Dierenartsen*) in which it had already qualified OMV as an association of undertakings (and ruled that OMV had infringed competition law by fixing minimum fees).

- The PFR would constitute a restriction of competition by object within the meaning of Article 101(1) of the Treaty on the Functioning of the European Union (**TFEU**) and Article IV.1, §1 of the Code of Economic Law (**CEL**) as it would amount to horizontal price fixing for veterinary services. This means that, by its very nature, the PFR is anticompetitive, and the BCA can therefore find it an infringement of the competition rules without investigating its actual effects on the market.
- The PFR is very unlikely to meet the conditions to benefit from an exemption under Article 101(3) TFEU and Article IV.1, §3 CEL. In particular, the PFR cannot be regarded as necessary to guarantee the independence of veterinarians and the quality of their services (which Article 19 of OMV's Code of Ethics claims to protect). Moreover, it follows from the case-law of the Court of Justice of the European Union that restrictions of competition by object cannot be exempted for reasons of professional ethics.

Interestingly, the signatory of the Opinion is the President of the BCA, Axel Desmedt, and not Competition Prosecutor General, Damien Gerard. This probably implies that the Opinion was adopted pursuant to Article IV.19, §1, 5° CEL, which grants the President the power to "*issue informal opinions on the application of the rules on infringements of competition law to a proposed practice, insofar as the same, similar or related question is not the subject of proceedings before the European Commission, the Competition Prosecutor General's Office or the Competition College, or of proceedings before a national court or a court of the European Union*".



## COMPETITION LAW

### **Belgian Competition Authority Publishes Opinion on Private Member's Bill Requiring One Parcel Locker in Every Municipality**

On 3 September 2025, the Belgian Competition Authority (*Belgische Mededingingsautoriteit / Autorité belge de la Concurrence – BCA*) published its opinion on a private member's bill (*wetsvoorstel / proposition de loi DOC 56 0921/001 of 6 June 2025 – the **Bill***) seeking to amend the Law of 16 January 2018 on postal services (*Wet van 26 januari 2018 betreffende de postdiensten / Loi du 26 janvier 2018 relative aux services postaux*).

The Bill aims to promote accessibility, sustainability, and equality in parcel deliveries by requiring the universal service provider (USP) to deploy at least one parcel locker in every Belgian municipality as part of its universal service obligations. Each EU Member State must designate one USP pursuant to EU Directive 97/67 on common rules for the development of the internal market of Community postal services and the improvement of quality of service. In Belgium, bpost is the designated USP.

The BCA considered that the possible necessity of imposing a universal service obligation to deploy parcel lockers in every municipality must be assessed in light of current market dynamics. The BCA used several criteria to determine whether there is a market failure that would justify such a legislative initiative.

First, the BCA highlighted the potential impact of such an obligation on existing rollout plans by various market operators. Some operators are already deploying their own parcel lockers, while others rely on access agreements. Requiring the USP to deploy parcel lockers in every municipality could inadvertently discourage these private investments, as competitors would then be entitled to access the USP's parcel lockers under Article 9 of the Law of 16 January 2018 on postal services.

Second, the BCA noted that the current diversity of pickup points and business models in parcel delivery means that prioritising parcel lockers could negatively affect alternative models. For example, the BCA noted that "post points" provide local shops with an additional source of income. Imposing a universal service obligation for the rollout of parcel lockers could reshape the current distribution landscape, potentially reducing the number of post points as parcel lockers take their place.

Third, the BCA found that requiring the USP to create a parcel locker in every municipality could influence the allocation of space for parcel lockers. In areas where space is limited, this could lead local authorities to prioritise allocating available sites to bpost over other operators, thus creating an uneven playing field and restricting market access or expansion for competitors.

Finally, the BCA held that parcel delivery involves a diverse range of players and business models, with the postal value chain consisting of multiple segments. Expanding the universal service obligation could reduce this diversity by creating a "reference player" that is present in every municipality regardless of market dynamics. This would concentrate economic benefits and branding primarily with bpost. As the USP, bpost's role could further reinforce vertical integration and limit opportunities for competitive alternatives that drive innovation in the sector.

The BCA concluded that before requiring the USP to install parcel lockers in every municipality, a thorough assessment is needed to determine the actual necessity of such an extension, taking into account current and future market initiatives regarding parcel lockers. An expansion of the universal service should not disrupt existing market dynamics or create an imbalance between the USP and its competitors but, on the contrary, should ensure continued innovation and investment in parcel delivery.



## DATA PROTECTION

### **General Court Confirms Validity of EU-US Data Privacy Framework**

On 3 September 2025, the General Court of the European Union (the **GC**) dismissed the action brought by Philippe Latombe, a member of the French Parliament and former member of the French Data Protection Authority, against the decision adopted by the European Commission (the **Commission**) recognising the adequacy of the EU-US Data Privacy Framework (the **DPF**) (case T-553/23, *Philippe Latombe v. European Commission*, ECLI:EU:T:2025:831). This decision confirmed the validity of transfers of personal data from the European Union (the **EU**) to organisations of the United States (**US**) certified under the DPF. More broadly, it causes the scheme established in the US - which led to the Commission's adequacy decision - to be given a clean bill of health.

#### *Background*

Chapter V of the General Data Protection Regulation (the **GDPR**) governs the transfers of personal data outside the EU/EEA. Such international transfers may only take place to third countries which have been recognised by the Commission as offering an adequate level of protection. Absent such a finding of adequacy, appropriate safeguards must be established in the form of standard contractual clauses (**SCCs**) or binding corporate rules (**BCRs**). Alternatively, derogations may apply but only in specific circumstances.

On 10 July 2023, the Commission adopted an adequacy decision in relation to EU-US data transfers under the DPF, recognising that the DPF offers an essential equivalent level of data protection, as required by the GDPR. The DPF is a certification mechanism for US organisations, underpinned by binding commitments from the US government. To qualify, organisations must (self-)certify their compliance with the DPF Principles set out in Annex I of the adequacy decision. The Commission considered that Executive Order 14086 (**EO 14086**), which reformed US intelligence activities and established new redress mechanisms, supported the adequacy finding (See, our Client Alert "[European Commission adopts Adequacy Decision for Transatlantic Transfers of Personal Data](#)").

Two previous EU-US transfer frameworks, the Safe Harbor and the Privacy Shield, were struck down by the Court of Justice of the EU (**CJEU**) in *Schrems I* and *Schrems II*. The GC was asked to assess whether the DPF sufficiently addressed the shortcomings which the CJEU had identified.

#### *Challenge to DPF*

Mr. Latombe had already brought his action for the annulment of the Commission's adequacy decision back in September 2023. He contended that the DPF does not ensure the required level of protection, mainly because:

- the Data Protection Review Court (**DPRC**), established in the US to review complaints from EU data subjects, would lack independence as it forms part of the US executive branch.
- US intelligence agencies would engage in the collecting of unlawful bulk data - Mr. Latombe submitted that US authorities collect personal data in transit from the EU in a manner that infringes the fundamental rights to privacy and data protection, as this collecting is not subject to prior judicial or independent oversight.

#### *Judgment*

The GC rejected both arguments and upheld the Commission's adequacy decision.

On the DPRC's independence, the GC found that DPRC judges are appointed following a rigorous procedure and must possess specific professional experience. The Privacy and Civil Liberties Oversight Board (**PCLOB**), consulted in the appointment process, was also judged to have sufficient independence.



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On bulk data collection, the GC confirmed that Schrems II does not impose a strict requirement for prior authorisation of data collection by an independent authority. The GC added that ex post judicial review mechanisms in the US system, along with EO 14086 safeguards, satisfy the standard set by the CJEU.

### *Practical Implications*

The GC's judgment confirms that, since 10 July 2023, the US has offered an adequate level of protection for personal data transferred under the DPF. However, the judgment is still subject to appeal to the CJEU.

In addition, the Commission must frequently monitor the proper functioning of the DPF and may decide to suspend or repeal the adequacy decision if developments in the US would adversely affect the level of data protection. This monitoring is also supplemented by scheduled reviews. The first of such reviews took place in 2024, and further reviews will follow at regular intervals, at least every four years.

In sum, while the DPF may still face further legal challenges, the GC's ruling offers a strong signal that - for now - it provides adequate protection under EU law, giving businesses greater legal certainty when transferring personal data between the EU/EEA and the US.

The judgment of the GC can be found here (in [French](#)).

### ***CJEU Clarifies Concepts of Personal and Pseudonymised Data***

On 4 September 2025, the Court of Justice of the European Union (**CJEU**) delivered an important judgment in which it clarified the concept of "personal data", specifically in the context of sharing pseudonymised data with a third-party recipient (case C-413/23 P, *EDPS v. SRB*, ECLI:EU:C:2025:645). This judgment will have far-reaching practical implications with respect to the pseudonymisation of personal data and will assist controllers in complying with their transparency obligations under the EU data protection laws.

### *Background*

The EU agency, Single Resolution Board (**SRB**) shared, in its capacity as controller, pseudonymised comments from shareholders and creditors of a Spanish bank with Deloitte, which acted as an external auditor for the bank. The affected stakeholders of the bank submitted complaints to the European Data Protection Supervisor (**EDPS**) alleging an infringement of the transparency obligation set out in the EU Data Protection Regulation for EU Institutions (**EUDPR**), as they had not been informed of the communication of their data. SRB is subject to the EUDPR, but the judgment has a broader impact. It is also relevant for controllers subject to the General Data Protection Regulation as the concept of 'personal data' is the same in both sets of rules.

The EDPS held that the SRB's sharing of pseudonymous data with Deloitte had been made in violation of the transparency obligation, as Deloitte had not been identified in the SRB's privacy statement as a third-party recipient of the data. The SRB appealed this decision to the General Court (**GC**). The GC annulled the decision of the EDPS finding that the opinions expressed by the stakeholders did not constitute personal data because Deloitte had not been able to identify the stakeholders further to the pseudonymisation. The EDPS appealed this decision to the CJEU whose principal findings are set out below.

### *Are Stakeholders' Opinions 'Personal Data'?*

The CJEU first noted that in order to be classified as personal data information must relate to an 'identified or identifiable' natural person. The CJEU therefore considered it necessary to determine whether a data subject is identified or identifiable by the information in question. The CJEU reached the conclusion that the GC had wrongly interpreted its *Nowak* judgment (case C-434/16) by requiring the EDPS to examine the *content, purpose or effect* of the information contained in the comments transmitted to Deloitte. According to the CJEU, the EDPS did examine the content of the information. This was sufficient, as assessments of the purpose or effect of the information were mere alternatives and not mandatory assessments (as



## DATA PROTECTION

indicated by the conjunction 'or'). The CJEU added that there is a *“particular nature of personal opinions or views, which, as an expression of a person's thinking, are necessarily closely linked to that person”*.

### *Are Pseudonymised Data ‘Personal Data’?*

Second, the CJEU observed that pseudonymised data may still qualify as personal data for the controller, but not necessarily for the recipient. This is the case if the recipient lacks the means to identify the data subject and is prevented from accessing such means. The CJEU drew this conclusion on the basis of the definition of “pseudonymisation”. It pointed out that this requires the establishment of technical and organisational measures to reduce the risk of a data set being correlated with the identity of data subjects.

Based on these findings, the CJEU concluded that the stakeholders' opinions shared by the SRB with Deloitte constituted personal data for the SRB, as the controller, since it has access to additional information enabling the comments shared with Deloitte to be attributed to the data subjects. But this is not the case for Deloitte, as the recipient, due to the technical and organisational measures that prevented Deloitte from attributing the comments to any data subject.

### *Does Transparency Obligation Apply to Pseudonymised Data?*

The CJEU observed that the assessment whether a data subject is identifiable depends on the circumstances in each individual case. It further confirmed that the controller's transparency obligation applies *“at the time when personal data are obtained”*. The CJEU held that, for the transparency obligation to apply, *“the identifiable nature of the data subject must be assessed at the time of collection of the data and from the point of view of the controller”*.

The CJEU concluded that the SRB should have informed the data subjects of the fact that their personal data may be shared with external consultants, such as Deloitte, for audit purposes, prior to the transfer of

data, regardless of whether the data remained personal after pseudonymisation.

### *Conclusion*

In its judgment, the CJEU provides important clarifications on the legal status of pseudonymised data under EU data protection laws. In particular, the finding that, contrary to the position of EDPS, pseudonymised data must not be regarded as constituting, in all cases and for every person, personal data, will have significant practical implications. The CJEU concluded in the case at hand that the pseudonymised comments constituted personal data for the controller (i.e., SRB), because it could still identify the data subject, but not for the recipient (i.e., Deloitte), which could no longer make such identification due to the measures taken to prevent a re-identification.

The judgment of the CJEU can be found [here](#).

## INTELLECTUAL PROPERTY

### ***Court of Justice of European Union Holds that Trade Mark Proprietor Does Not Lose Trade Mark Rights Because of Inactivity***

On 1 August 2025, the Court of Justice of the European Union (**CJEU**) delivered its judgment in case [C-452/24](#), which arose from a request for a preliminary ruling regarding the question as to whether national law principles of acquiescence could apply beyond the provisions set out in Directive 2015/2436 of 16 December 2015 to approximate the laws of the Member States relating to trade marks (the **Trademark Directive**).

#### *Background*

Lunapark Scandinavia Oy Ltd (**Lunapark**) is the proprietor of the trade mark “DRACULA” filed in 2003 and registered in 2009 for confectionery goods (the **Contested Trade Mark**). Prior to Lunapark’s registration of the Contested Trade Mark, Karkimmies Oy – Candyman Ltd (**Karkimmies**) had imported and placed on the market, without Lunapark’s consent, confectionery products bearing the sign “Dracula”. In 2019, Hardeco Finland Oy (**Hardeco**) acquired Karkimmies and continued marketing confectionery products under the “Dracula” sign. In October 2020, Lunapark brought an action for alleged infringement of its exclusive right to the Contested Trade Mark before the Finnish Market Court. That court found that the signs were identical and likely to cause confusion. However, it dismissed Lunapark’s action against Hardeco because of the plaintiff’s prolonged inactivity in bringing the claim. According to a principle of Finnish private law, a plaintiff must act within a reasonable time from the moment when it knew or should have known the facts underlying the action.

In its appeal to the Finnish Supreme Court (the **Referring Court**), Lunapark alleged that the principle applied by the Market Court wrongly restricts the exclusive rights conferred by Article 10 of the Trade Mark Directive. Pursuant to Articles 9 and 18(1) of the Trade Mark Directive, forfeiture of rights arises only in one specific case: if the trade mark proprietor has knowingly tolerated the use of a later registered mark for five years. However, the Referring Court decided to stay the proceedings and refer the matter to the CJEU.

#### *CJEU Judgment*

In a short judgment, the CJEU clearly sided with Lunapark holding that EU trade mark law is fully harmonised under the Trade Mark Directive. The CJEU added that Article 10 of the Trade Mark Directive fully harmonises the rules on trade mark rights and defines the rights of trade mark proprietors in the EU, emphasising that Member States cannot introduce additional limitations. It concluded that Articles 9 and 18(1) of the Trade Mark Directive limit exclusive rights only if a proprietor has acquiesced, for five years, to the use of a later registered trade mark.

The judgment can be accessed [here](#).

### ***Court of Justice of European Union Reaffirms Notion of “Informed User” in Modular System Designs***

On 4 September 2025, the Court of Justice of the European Union (**CJEU**) delivered its judgment in case [C-211/24](#), which arose from a request for a preliminary ruling in the proceedings between LEGO A/S (**LEGO**) and Pozitív Energiaforrás Kft (**Pozitív**), clarifying the scope of Community design protection under Council Regulation (EC) No 6/2002 of 12 December 2001 on Community designs (**CDR**).

The dispute concerned the following two registered Community designs owned by LEGO:

- (i) a coupling element for a toy set; and



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(ii) a coupling element in the form of a brick with two studs on top:



Pozitív intended to import into Hungary construction toys under the brand name ‘Qman’, consisting of plastic building blocks. LEGO immediately started infringement and injunction proceedings, claiming that Pozitív infringed its two registered Community designs by marketing compatible toy bricks. The case eventually ended up before the Budapest High Court (the **Referring Court**) which decided to stay the proceedings and refer two questions to the CJEU, regarding the scope of protection under Articles 8(3) and 10 CDR, in particular with respect to products within a modular system. Article 8(3) CDR (also known as the ‘Lego exception’) provides for an exception to the rule that design protection is excluded for features of appearance of a product which must necessarily be reproduced in their exact form and dimensions in order to connect them mechanically with another product (i.e., the ‘must fit’ exception).

The CJEU first analysed whether the “informed user” is different with respect to modular systems and found that an informed user remains a consumer who pays particular attention to the appearance of products in the relevant sector but does not require technical expertise. The concept must be applied consistently across the CDR. Even in the case of modular systems, such as LEGO bricks, the assessment focuses on the overall visual impression rather than the technical analysis.

Second, in response to the second question of the Referring Court whether the “special reasons” in Article 89(1) CDR allow a national court to refuse remedies when the infringement concerns only a few pieces in a modular system, the CJEU considered that “special reasons” must be interpreted strictly and uniformly

across the EU. The fact that the infringement concerns only a small number of bricks does not justify denying the usual injunctions or sanctions provided for by Article 89(1) CDR. Accordingly, the CJEU concluded that even limited or minor infringements may trigger the full range of sanctions under Article 89(1) CDR, unless truly exceptional circumstances prevail.

In this judgment, the CJEU thus confirmed its earlier case law (see, case C-281/10 P *PepsiCo v Grupo Promer Mon Graphic*) and held that the “informed user” falls between the average consumer and the sectoral expert. Unlike a technical specialist, the informed user does not have a technical opinion.

The judgment can be found [here](#).

## LABOUR LAW

***Programme Law of 18 July 2025 Has Significant Implications for Employment, Social Security and Pensions***

On 21 July 2025, the federal Government concluded the Summer Agreement, a package of measures aimed to make the labour market more flexible and attractive. For example, the package provides for the abolishment of the ban on night work and the limitation of the statutory notice period in case of dismissal to 52 weeks.

A week later, on 29 July 2025, the [Programme Law](#) of 18 July 2025 (*Programmawet van 18 juli 2025 / Loi-programme du 18 juillet 2025* – the **Programme Law**) was published in the Belgian Official Journal to implement a number of the measures that form part of the Summer Agreement.

These measures represent an important step towards implementing the [Federal Governmental Agreement](#) of 31 January 2025 (See. [this Newsletter, Volume 2025, No. 1](#) for a comprehensive overview). However, a large part of the Summer Agreement still has to be implemented after the summer recess.

Below goes an overview of the most important measures of the Programme Law in the fields of employment, pensions, and social security.

***Working Time***

The Programme Law extends the current system of voluntary “relaunch” (*relance/relance*) hours, previously set to expire on 30 June 2025, until 31 December 2025. Relaunch hours are a temporary measure allowing individual employees to perform up to 120 additional voluntary overtime hours per calendar year, on top of the statutory base quota of 100 voluntary overtime hours. Such relaunch hours are not subject to overtime pay and are exempt from social security contributions and personal income tax.

Aside from the regime of voluntary relaunch hours, a tax benefit can be obtained for a maximum of 180 overtime hours. This tax benefit for employers consists in a partial exemption of withholding taxes. This tax benefit initially applied until 30 June 2025 but has now been extended until 31 December 2025.

The more extensive reforms of working time foreseen in the Federal Governmental Agreement (e.g. in relation to night work and overtime without justification) have not yet been codified.

***Unemployment Benefits***

As from 1 March 2026, the unemployment benefits regime will be simplified, with transitional measures applying from 1 July 2025.

Of particular relevance is the change to the treatment of employees who voluntarily resign or agree to a termination by mutual consent. Currently, such an employee can be excluded from unemployment benefits for a period ranging from 4 to 52 weeks, as this form of unemployment is not considered to have arisen against the will of the employee.

Under the Programme Law, an employee with a career of at least 3,120 working (or equivalent) days may, on a one-time basis, may request to benefit from limited unemployment benefits for a period of up to six months. This period can be renewed once under strict conditions, such as successful completion of training for a shortage occupation.

Additionally, unemployment benefits will be limited in time, up to a maximum of 24 months.



## LABOUR LAW

### *Pensions*

The Federal Governmental Agreement provides for an in-depth pension reform. However, the Programme Law only introduces temporary measures in relation to statutory pensions, because of their immediate budgetary impact. Firstly, the indexation of the highest statutory pensions (above EUR 5,182 per month) is limited, whereby the degree of indexation depends on the amount of the monthly statutory pension. Secondly, the so-called Wijninckx-cap (i.e., the absolute cap on the annual statutory pension in the public sector) is frozen at EUR 99,499.24 per year.

Both measures will apply from 1 July 2025 until 31 December 2029. Other pension-related measures announced by the Federal Government will be codified after the summer recess.

### *Cap on Employer Social Security Contributions*

From 1 July 2025, employers will be exempt from the obligation to pay social security contributions on the portion of an employee's quarterly gross base salary that exceeds approximately EUR 85,000. The specific applicable threshold should still be defined by Royal Decree and will be subject to indexation. Employee contributions (13.07%) will remain due on the full compensation, including the portion that exceeds the threshold.

### *Next Steps*

As noted, several measures contained in the Federal Coalition Agreement have not yet been detailed and codified (e.g., the introduction of a statutory trial period, the reform of the dismissal protection for specific categories of protected employees, the cap on statutory severance pays, and several pension reform measures) but are expected to be implemented over the next few months.

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