

# APPARENT AUTHORITY IN BELGIAN LAW: WHEN ARE YOU BOUND BY AN UNAUTHORIZED REPRESENTATIVE?

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*In everyday economic transactions, individuals and companies are constantly represented by employees, directors, managers, lawyers, or brokers. In most cases, this goes smoothly. But what if it later transpires that the person who acted did not have (or only had limited) authority to do so?*

## What is apparent legal representation?

In principle, a person may only perform legal acts on behalf of another if he is authorized to do so and remains within the limits of that authority.

However, if it appears that a person is acting on behalf of another person, while in reality he has no or only limited power of representation, we refer to this as apparent representation.

In principle, in such cases, the represented party is not bound by the legal acts that were performed without valid authority.

However, there are two important exceptions to this principle, namely the ratification of the legal act by the represented party, or the existence of an apparent mandate.

## When is one bound by apparent legal representation?

In order for a legal act performed without authority to be enforceable against the apparent principal, three cumulative conditions must be met.

Firstly, there must be an appearance that does not correspond to reality. The impression must exist that the agent has power of representation, whereas in reality this is not the case, or only partially so.

In addition, the third party with whom the apparent agent acted must not have had reasonable grounds to know that the alleged authority did not exist. The

assessment is always made on the basis of the specific circumstances.

Finally, the appearance must be attributable to the person in whose name the act was performed.

### What are the legal consequences?

When these conditions are met, the third party acting in good faith can invoke the doctrine of apparent authority. In that case, the appearance is considered to be reality.

The consequences can be significant and vary depending on the party involved.

The actions of the unauthorized representative can be directly attributed to the apparent principal, who is then deemed to have entered into the commitment themselves, with all the contractual, financial, and legal consequences that entails.

The unauthorized representative himself is not off the hook either. He can be held liable by the apparent principal for acting without or beyond his authority.

*Does this sound familiar? Are you unsure whether you are bound by the actions of a third party, or are you being held accountable for a power that you never granted? Please do not hesitate to contact us at [info@studio-legale.be](mailto:info@studio-legale.be).*

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*Resources*

- Artikel 1.8, §5 Burgerlijk Wetboek
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