SEX WORK IN BELGIUM: RULES IN THE WORKPLACE

written by Yannick Lauwers | March 17, 2026

Sex work has been present in Belgium for many years, both offline and online. What is new is that the legal framework now effectively reflects that reality: sex workers can now work within a clearly defined social status, with the corresponding protection under labour law and social security law. This shift makes a material difference in practice. Whereas arrangements previously often ended up in a grey area, the legislation now starts from legal certainty: anyone working as a sex worker does so on the basis of a specific employment contract, in writing, signed by the parties.

That contract must be drawn up and signed no later than at the start of the employment and is the key instrument for transparent agreements on rights, obligations and protection. In this article we explain what the new status entails, which conditions apply to employment under it, and which points of attention are essential for both employers and sex workers.

Before 2022, a major vulnerability lay at the intersection of criminal law and labour law. In practice, agreements were sometimes "described" as covering other activities (hospitality, massage), precisely because a contract relating to sexual services was legally sensitive. The object of such agreements was regarded by a significant part of the case law as contrary to public policy and morality and therefore absolutely void. For the sex worker concerned, that could have far-reaching consequences: as soon as "nullity" is raised, the enforceability of labour-law and social-security rights immediately comes under pressure.

That reality explains why the legislator introduced an initial safeguard in 2022. The Act of 21 February 2022[1] provides that an employer cannot simply rely on the "nullity" of the employment contract to deny a sex worker employment rights or social security rights, solely because the work involves prostitution. This was not a complete solution, but it was a clear policy choice: social protection was not to remain dependent on legal artifices that had arisen precisely because of the absence of an appropriate framework.

In the same year, a broader shift also occurred in criminal law. After years of a policy of tolerance, the reform of sexual criminal law effectively decriminalised prostitution in Belgium.[2] Since then, sex workers could lawfully work as self-employed persons.

The real turning point came with the Act of 3 May 2024.[3] This Act creates a specific "employment contract for sex workers" and expressly anchors it in common employment law. It is an employment contract within the meaning of the Act of 3 July 1978, to which labour law and social security law apply in principle, subject to the specific rules set out in the Act of 3 May 2024. The Act also clarifies the scope of the status: "sex work" means performing acts of prostitution in execution of that employment contract, the sex worker performs those acts for remuneration and under the authority of a recognised employer.

With this new framework, the legislator seeks to achieve two objectives at once: to better protect sex workers (with attention to safety, well-being and, above all, free consent) and to prevent exploitation through strict controls on who may act as an employer. For that reason, sex workers may be employed only by an employer who has obtained an official authorisation in advance.

Requirements on the employer's side (authorisation and obligations)

- The employer must be a legal person with an admissible legal form (e.g., a BV/SRL—excluding a single-member BV/SRL—, a CV/SC or a vzw/ASBL); natural persons are not eligible.
- The employer must have a registered seat or establishment in Belgium.
- The directors must be identified.
- Disqualifying grounds apply: directors (as well as managerial/supervisory staff) must not have been convicted of a range of serious offences (including sexual offences, human trafficking, violence, etc.).
- The articles of association must expressly provide that the core rights of sex workers are respected (such as: not being able to be compelled, being able to refuse, being able to interrupt/stop, being able to set conditions).
- During the period of authorisation, practical safety and organisational obligations also apply, including:

1. a designated reference person who is at least continuously reachable during the performance of services; and
2. alarm buttons in the rooms and a mobile alarm button for services performed outside the premises.

If the employer does not comply with the conditions, the authorisation may be suspended or withdrawn.

Requirements on the sex worker's side (who can work under this status?)

- Only adults may conclude an employment contract for sex workers; employing minors is prohibited.
- Persons whose primary status is that of a student cannot do so.
- It is also not possible via a flexi-job or as an occasional worker.
- The employment contract must be drawn up in writing for each individual sex worker, no later than at the start.
- The contract must state the employer's authorisation number.

What truly distinguishes this Act from "common" employment legislation is how explicitly it enshrines the principle of free consent. The Act provides that the sex worker remains free, at all times, to consent—or not—to a sexual act, and that no one may be compelled to perform an act of prostitution. The right to refuse a client or specific acts, to interrupt a service, or to stop it altogether cannot be regarded as a breach. The employer may not dismiss a sex worker because the sex worker refused to perform a sexual act.

Even the termination of the employment contract is designed in an exceptional manner: the sex worker has the right to terminate the employment contract without notice and without compensation, precisely because no one may be compelled to perform acts of prostitution.

It is noteworthy that this change of course in Belgium also fits within a broader European debate, in which countries take very different approaches to sex work. This was reflected sharply in a judgment of the European Court of Human Rights of 25 July 2024[4] concerning the French 2016 law criminalising the purchase of prostitution services.

In that case, 261 sex workers argued that their circumstances had deteriorated since the law: fewer clients, less freedom of choice and greater pressure to consent to acts they would otherwise refuse. The Court acknowledged that there had been an interference with private life, but accepted the objectives pursued, including public order, the protection of health and the rights of others, and above all the prevention of human trafficking. The Court afforded France a wide

margin of appreciation due to the lack of European consensus. It ultimately found no violation of Article 8 of the ECHR.

At the same time, the Court entered an important caveat. National authorities must continuously assess their policy and its consequences. This is not only relevant for France, it also shows that there is not yet a single “right” approach in Europe, and that any policy choice must be assessed by its real impact on the safety and rights of sex workers.

The new development can be regarded as a step forward. With a clear employment-law framework—combined with a strict authorisation system and an explicit anchoring of free consent—legal certainty increases and responsibility is placed where it belongs, namely with those who organise the activity and derive economic benefit from it.

At the same time, this is not the end of the road. The success of this model will depend to a large extent on its implementation: how carefully authorisations are granted, how consistently oversight and enforcement are carried out, and how safety and discretion are guaranteed in practice. If those conditions are met, the framework can genuinely contribute to greater protection and less exploitation, without being blind to the complexity of the sector. The government will evaluate the Act from 1 December 2026 onwards.

If, after reading this article, you have any further questions, please do not hesitate to contact us at joost.peeters@studio-legale.be or +32 3 216 70 70.

[1] Wet van 21 februari 2022 betreffende de niet-inroepbaarheid van de nietigheid van de arbeidsovereenkomst ten aanzien van personen die zich prostitueren (BS 21 maart 2022)

[2] Wet van 21 maart 2022 houdende wijzigingen aan het Strafwetboek met betrekking tot het seksueel strafrecht

[3] Wet van 3 mei 2024 houdende bepalingen betreffende sekswerk onder arbeidsovereenkomst (BS 6 juni 2024)

[4] EHRM 25 juli 2024, *RW* 2025-26, nr. 20, 17 januari 2026