

General conditions for accessing and using the one-stop shop for the resale right

1. Object of the general conditions

These general conditions apply to all present and future online services offered on the website of the one-stop shop for the resale right.

2. Definition

Article XI.177, § 2 of the Belgian code of economic law provides that the resale right is managed exclusively by a one-stop shop set up by the management societies that manage the resale right.

In this context, the one-stop shop was established by SABAM sc and SOFAM sc, hereinafter called “the one-stop shop”.

The “users” of the one-stop shop are all natural or legal persons, art market professionals, involved in the resale of works as sellers, buyers or intermediaries, the public servant, and the seller as defined in Article XI.178 of the code of economic law.

3. Legislative and regulatory framework

Users undertake to comply with the legislative and regulatory framework relating to the resale right and, in particular, Articles XI.175 to XI.178 of the code of economic law and the implementing decrees relating thereto.

4. Representation of the user-legal person

If the user is a legal person, he must be represented by a natural person in order to get access to the services of the one-stop shop.

The one-stop shop however reserves the right to check the relationship between the user and his representative as well as the right to request additional information on the articles of association of the legal person and his legal representation.

The one-stop shop also reserves the right to refuse registration of a user-legal person in case there is insufficient evidence as to the person authorized to represent this legal person. The user will be informed thereof by e-mail.

The use of the one-stop shop by the representative implies acceptance of these general conditions.

5. Changes in the representation of the user-legal person

The representative of the user-legal person may use the services of the one-stop shop within the limits of these general conditions.

In case the user wants to change the name and other personal data of the person representing him, he himself shall replace the data of the former representative, as mentioned on the website of the one-stop shop, by the data of the new representative.

The use of the one-stop shop by the new representative implies acceptance of these general conditions.

6. E-mail address

In order to be able to register and use the services of the one-stop shop, the user must have an e-mail address.

Any change to the e-mail address must be communicated to the one-stop shop. The one-stop shop cannot be held responsible for the non-functioning of its services due to a change of e-mail address that has not been communicated. These data will be processed by the one-stop shop in accordance with its Privacy Policy (available on www.resaleright.be).

7. Password

In order to access the services of the one-stop shop for notifying resales of artworks, the user must have a password. To this end, the user must enter his data as well as the data of his representative if he is a legal person.

Personal data will be processed by the one-stop shop in accordance with its Privacy Policy (available on www.resaleright.be).

8. Procedure

After completing the registration form, the user or, where applicable, his representative receives, at the e-mail address he has communicated, confirmation of his registration for the services of the one-stop shop accompanied by a login and a password.

9. The use of the password

When he uses the services of the one-stop shop for the first time, the user must enter his username, which always corresponds with the e-mail address he has communicated, and his password, which he has received by e-mail. He will be asked to replace his password by a new password of his choice. The username and the password that he has chosen must be entered each time the services are used.

This password is strictly personal and cannot be disclosed to third parties.

The user undertakes to immediately inform the one-stop shop if there is any reason to believe that the password is known by a third party or that the password is used in an unauthorized manner. The user will then be asked to choose a new password. The one-stop shop is not responsible if the user has not informed it in time and third parties have accessed the services of the one-stop shop using an usurped password.

The responsibility for the management and use of this password rests solely with the user. The one-stop shop cannot be held responsible in case third parties misuse its services by means of this password.

10. Password forgotten

In case the user cannot remember the password he has chosen, he must request a new password via the website of the one-stop shop. To this end, the user has to communicate his username.

A new password will be sent to the user by e-mail. Expenses incurred can be charged to the user.

11. Receipt of invoices

The user agrees to receive by post the invoice related to the resale right due for the resale of artworks he will have carried out.

12. List of resales of artworks

The user or his representative notifies the resales of artworks to the one-stop shop by e-mail, in accordance with Article XI.178 of the code of economic law, and guarantees the accuracy of this notification.

The one-stop shop publishes on its website the list of works for which a resale was declared, the artist's name, the resale date as well as the date of notification to the one-stop shop. Everyone has the right to consult the data available on the website of the one-stop shop, but not to modify them.

13. Responsibility of the users with regard to non-compliance with the general conditions

Users are fully liable for compliance with these general conditions.

If the users duly registered for the service for notifying resales of artworks do not comply with these general conditions, the one-stop shop reserves the right to claim at least €50 in damages from them. The user will be informed thereof by registered letter.

The one-stop shop also reserves the right to initiate legal proceedings against a user for non-compliance with these general conditions. The user concerned will be informed thereof by registered letter.

14. Force Majeure

The one-stop shop cannot guarantee the use of its services in case of force majeure. It disclaims all liability under these conditions.

The one-stop shop however undertakes to take all necessary steps to remedy the situation.

15. Processing of personal data

The processing of personal data is subject to the privacy policy of the one-stop-shop. The one-stop-shop's privacy policy can be consulted at resaleright.be website. Provided personal data are included in the client database which contains public information obtained under the model licence for free reuse Flanders v1.0 and the licence SPW "type C". The master of the file is Sabam SC-Soc.civ. with its registered office at 1000 Brussels, Rue des Deux Eglises, 41-43. In accordance with the Belgian law and the General Data Protection Regulations (GDPR), the licensee has a right of access and rectification, as well as the right to consult the public register.

16. Competent courts and applicable law in case of dispute

In case of dispute, the Belgian law shall be applicable.

The competent courts are those of Brussels.