

PANEL: UK Companies dealing with EU companies after Brexit: adapting jurisdiction strategies?

- This panel will deal mainly with the jurisdiction strategies for UK companies negotiating with EU counterparts.
- The discussion will be based on the following hypothetical cases:
- A US franchisor manages its European franchising network through a subsidiary established in the UK, which enters into master franchising agreements with companies of various EU countries and appoints direct franchisees in other countries. The respective agreements provide for the application of English law and the exclusive jurisdiction of English courts.

- A British company (Supplier) has a network of exclusive distributors in various EU countries, governed by a standard contract which provides for the application of English law and the following choice of forum clause:
- "For all disputes arising out of or connected with this distribution agreement and the sales agreements made under this agreement London Courts will have exclusive jurisdiction. The Supplier retains the right to bring claims against the distributor before any other competent court."

- Questions to consider:
 - (a) Will the jurisdiction clause prevent EU counterpart to claim before the courts of its country?
 - (b) Will a judgment of an English court be enforceable in the country of the counterpart?

- The Hague Choice of courts Convention 2005
- Bilateral conventions, f.i. 1967 Anglo-Dutch judgments Convention
- National rules of private International law

- Possibly in the future:
 - 2007 Lugano Convention, or:
 - The Hague Judgments Convention 2019