

SCHEDULES

SCHEDULE 1

THE ROME CONVENTION

Commencement Information

II Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

TITLE II

UNIFORM RULES

Commencement Information

II Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

Article 3

Freedom of choice

1 A contract shall be governed by the law chosen by the parties. The choice must be express or demonstrated with reasonable certainty by the terms of the contract or the circumstances of the case. By their choice the parties can select the law applicable to the whole or a part only of the contract.

Commencement Information

I2 Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

2 The parties may at any time agree to subject the contract to a law other than that which previously governed it, whether as a result of an earlier choice under this Article or of other provisions of this Convention. Any variation by the parties of the law to be applied made after the conclusion of the contract shall not prejudice its formal validity under Article 9 or adversely affect the rights of third parties.

Commencement Information

I3 Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

3 The fact that the parties have chosen a foreign law, whether or not accompanied by the choice of a foreign tribunal, shall not, where all the other elements relevant to

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*Changes to legislation: There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)*

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the situation at the time of the choice are connected with one country only, prejudice the application of rules of the law of that country which cannot be derogated from by contract, hereinafter called “mandatory rules”.

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**Commencement Information**

**I4** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 4 The existence and validity of the consent of the parties as to the choice of the applicable law shall be determined in accordance with the provisions of Articles 8, 9 and 11.

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**Commencement Information**

**I5** Schedule 1 wholly in force at 1.4. 1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

*Article 4*

*Applicable law in the absence of choice*

- 1 To the extent that the law applicable to the contract has not been chosen in accordance with Article 3, the contract shall be governed by the law of the country with which it is most closely connected. Nevertheless, a severable part of the contract which has a closer connection with another country may by way of exception be governed by the law of that other country.

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**Commencement Information**

**I6** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 2 Subject to the provisions of paragraph 5 of this Article, it shall be presumed that the contract is most closely connected with the country where the party who is to effect the performance which is characteristic of the contract has, at the time of conclusion of the contract, his habitual residence, or, in the case of a body corporate or unincorporate, its central administration. However, if the contract is entered into in the course of that party's trade or profession, that country shall be the country in which the principal place of business is situated or, where under the terms of the contract the performance is to be effected through a place of business other than the principal place of business, the country in which that other place of business is situated.

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**Commencement Information**

**I7** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 3 Notwithstanding the provisions of paragraph 2 of this Article, to the extent that the subject matter of the contract is a right in immovable property or a right to use immovable property it shall be presumed that the contract is most closely connected with the country where the immovable property is situated.

*Changes to legislation:* There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)

**Commencement Information**

**I8** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

- 4 A contract for the carriage of goods shall not be subject to the presumption in paragraph 2. In such a contract if the country in which, at the time the contract is concluded, the carrier has his principal place of business is also the country in which the place of loading or the place of discharge or the principal place of business of the consignor is situated, it shall be presumed that the contract is most closely connected with that country. In applying this paragraph single voyage charter-parties and other contracts the main purpose of which is the carriage of goods shall be treated as contracts for the carriage of goods.

**Commencement Information**

**I9** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

- 5 Paragraph 2 shall not apply if the characteristic performance cannot be determined, and the presumptions in paragraphs 2, 3 and 4 shall be disregarded if it appears from the circumstances as a whole that the contract is more closely connected with another country.

**Commencement Information**

**I10** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

*Article 5*

*Certain consumer contracts*

- 1 This Article applies to a contract the object of which is the supply of goods or services to a person (“the consumer”) for a purpose which can be regarded as being outside his trade or profession, or a contract for the provision of credit for that object.

**Commencement Information**

**I11** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

- 2 Notwithstanding the provisions of Article 3, a choice of law made by the parties shall not have the result of depriving the consumer of the protection afforded to him by the mandatory rules of the law of the country in which he has his habitual residence:
- if in that country the conclusion of the contract was preceded by a specific invitation addressed to him or by advertising, and he had taken in that country all the steps necessary on his part for the conclusion of the contract, or
  - if the other party or his agent received the consumer’s order in that country, or
  - if the contract is for the sale of goods and the consumer travelled from that country to another country and there gave his order, provided that the

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consumer's journey was arranged by the seller for the purpose of inducing the consumer to buy.

#### Commencement Information

**I12** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 3 Notwithstanding the provisions of Article 4, a contract to which this Article applies shall, in the absence of choice in accordance with Article 3, be governed by the law of the country in which the consumer has his habitual residence if it is entered into in the circumstances described in paragraph 2 of this Article.

#### Commencement Information

**I13** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 4 This Article shall not apply to:
- (a) a contract of carriage;
  - (b) a contract for the supply of services where the services are to be supplied to the consumer exclusively in a country other than that in which he has his habitual residence.

#### Commencement Information

**I14** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 5 Notwithstanding the provisions of paragraph 4, this Article shall apply to a contract which, for an inclusive price, provides for a combination of travel and accommodation.

#### Commencement Information

**I15** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

### Article 6

#### *Individual employment contracts*

- 1 Notwithstanding the provisions of Article 3, in a contract of employment a choice of law made by the parties shall not have the result of depriving the employee of the protection afforded to him by the mandatory rules of the law which would be applicable under paragraph 2 in the absence of choice.

#### Commencement Information

**I16** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 2 Notwithstanding the provisions of Article 4, a contract of employment shall, in the absence of choice in accordance with Article 3, be governed:

*Changes to legislation:* There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)

- (a) by the law of the country in which the employee habitually carries out his work in performance of the contract, even if he is temporarily employed in another country; or
- (b) if the employee does not habitually carry out his work in any one country, by the law of the country in which the place of business through which he was engaged is situated;

unless it appears from the circumstances as a whole that the contract is more closely connected with another country, in which case the contract shall be governed by the law of that country.

#### Commencement Information

**I17** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

### Article 7

#### Mandatory rules

**F1**1 .....

#### Textual Amendments

**F1** Sch. 1 Art. 7(1) omitted (31.12.2020) by virtue of [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019](#) (S.I. 2019/834), regs. 1, [3\(9\)\(d\)](#); 2020 c. 1, Sch. 5 para. 1(1)

- 2 Nothing in this Convention shall restrict the application of the rules of the law of the forum in a situation where they are mandatory irrespective of the law otherwise applicable to the contract.

#### Commencement Information

**I18** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

### Article 8

#### Material validity

- 1 The existence and validity of a contract, or of any term of a contract, shall be determined by the law which would govern it under this Convention if the contract or term were valid.

#### Commencement Information

**I19** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

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*Changes to legislation: There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)*

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- 2 Nevertheless a party may rely upon the law of the country in which he has his habitual residence to establish that he did not consent if it appears from the circumstances that it would not be reasonable to determine the effect of his conduct in accordance with the law specified in the preceding paragraph.

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**Commencement Information**

**I20** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I.1991/707](#), **art. 2**

*Article 9*

*Formal validity*

- 1 A contract concluded between persons who are in the same country is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of the country where it is concluded.

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**Commencement Information**

**I21** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 2 A contract concluded between persons who are in different countries is formally valid if it satisfies the formal requirements of the law which governs it under this Convention or of the law of one of those countries.

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**Commencement Information**

**I22** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 3 Where a contract is concluded by an agent, the country in which the agent acts is the relevant country for the purposes of paragraphs 1 and 2.

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**Commencement Information**

**I23** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 4 An act intended to have legal effect relating to an existing or contemplated contract is formally valid if it satisfies the formal requirements of the law which under this Convention governs or would govern the contract or of the law of the country where the act was done.

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**Commencement Information**

**I24** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), **art. 2**

- 5 The provisions of the preceding paragraphs shall not apply to a contract to which Article 5 applies, concluded in the circumstances described in paragraph 2 of Article 5. The formal validity of such a contract is governed by the law of the country in which the consumer has his habitual residence.

*Changes to legislation:* There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)

Commencement Information

I25 Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

6 Notwithstanding paragraphs 1 to 4 of this Article, a contract the subject matter of which is a right in immovable property or a right to use immovable property shall be subject to the mandatory requirements of form of the law of the country where the property is situated if by that law those requirements are imposed irrespective of the country where the contract is concluded and irrespective of the law governing the contract.

Commencement Information

I26 Schedule 1 wholly in force 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

Article 10

Scope of the applicable law

1 The law applicable to a contract by virtue of Articles 3 to 6 and 12 of this Convention shall govern in particular:

- (a) interpretation;
- (b) performance;
- (c) within the limits of the powers conferred on the court by its procedural law, the consequences of breach, including the assessment of damages in so far as it is governed by rules of law;
- (d) the various ways of extinguishing obligations, and prescription and limitation of actions;
- <sup>F2</sup>(e) .....

Textual Amendments

F2 Sch. 1 Art. 10(1)(e) omitted (31.12.2020) by virtue of [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019](#) (S.I. 2019/834), regs. 1, [3\(9\)\(e\)](#); 2020 c. 1, Sch. 5 para. 1(1)

Commencement Information

I27 Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

2 In relation to the manner of performance and the steps to be taken in the event of defective performance regard shall be had to the law of the country in which performance takes place.

Commencement Information

I28 Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

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*Changes to legislation:* There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)

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## Article 11

### *Incapacity*

In a contract concluded between persons who are in the same country, a natural person who would have capacity under the law of that country may invoke his incapacity resulting from another law only if the other party to the contract was aware of this incapacity at the time of the conclusion of the contract or was not aware thereof as a result of negligence.

#### Commencement Information

**I29** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

## Article 12

### *Voluntary assignment*

- 1 The mutual obligations of assignor and assignee under a voluntary assignment of a right against another person (“the debtor”) shall be governed by the law which under this Convention applies to the contract between the assignor and assignee.

#### Commencement Information

**I30** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

- 2 The law governing the right to which the assignment relates shall determine its assignability, the relationship between the assignee and the debtor, the conditions under which the assignment can be invoked against the debtor and any question whether the debtor’s obligations have been discharged.

#### Commencement Information

**I31** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707](#), [art. 2](#)

## Article 13

### *Subrogation*

- 1 Where a person (“the creditor”) has a contractual claim upon another (“the debtor”), and a third person has a duty to satisfy the creditor, or has in fact satisfied the creditor in discharge of that duty, the law which governs the third person’s duty to satisfy the creditor shall determine whether the third person is entitled to exercise against the debtor the rights which the creditor had against the debtor under the law governing their relationship and, if so, whether he may do so in full or only to a limited extent.



*Changes to legislation:* There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II. (See end of Document for details)

**Commencement Information**

**I32** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707, art. 2](#)

- 2 The same rule applies where several persons are subject to the same contractual claim and one of them has satisfied the creditor.

**Commencement Information**

**I33** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707, art. 2](#)

*Article 14*

*Burden of proof, etc.*

- 1 The law governing the contract under this Convention applies to the extent that it contains, in the law of contract, rules which raise presumptions of law or determine the burden of proof.

**Commencement Information**

**I34** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707, art. 2](#)

- 2 A contract or an act intended to have legal effect may be proved by any mode of proof recognised by the law of the forum or by any of the laws referred to in Article 9 under which that contract or act is formally valid, provided that such mode of proof can be administered by the forum.

**Commencement Information**

**I35** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707, art. 2](#)

*Article 15*

*Exclusion of renvoi*

The application of the law of any country specified by this Convention means the application of the rules of law in force in that country other than its rules of private international law.

**Commencement Information**

**I36** Schedule 1 wholly in force at 1.4.1991 see s. 7 and [S.I. 1991/707, art. 2](#)

*Article 16*

**Changes to legislation:**

There are currently no known outstanding effects for the Contracts (Applicable Law) Act 1990, Title II.