Basic information

2014/0021(NLE) NLE - Non-legislative enactments Decision	Procedure completed
Hague Convention (2005) on Choice of Court Agreements **Subject** 6.20.05 Multilateral and plurilateral economic and trade agreements and relations 7.40.02 Judicial cooperation in civil and commercial matters	

Key players

European Parliament

Committee responsible	Rapporteur	Appointed
JURI Legal Affairs	SVOBODA Pavel (PPE)	03/09/2014
	Shadow rapporteur ROZIÈRE Virginie (S&D) DZHAMBAZKI Angel (ECR) MARINHO E PINTO António (ALDE)	

Former committee responsible	Former rapporteur	Appointed
JURI Legal Affairs		

Committee for opinion	Rapporteur for opinion	Appointed
INTA International Trade	The committee decided not to give an opinion.	
ECON Economic and Monetary Affairs	The committee decided not to give an opinion.	
IMCO Internal Market and Consumer Protection	The committee decided not to give an opinion.	

Former committee for opinion	Former rapporteur for opinion	Appointed
INTA International Trade		

	ECON Economic and Monetary Affairs		
	IMCO Internal Market and Consumer Protection		

Council of the European Union	Council configuration	Meetings	Date
	Justice and Home Affairs (JHA)	3354	2014-12-04

European Commission	Commission DG	Commissioner
	Justice and Consumers	REDING Viviane

Key events

Date	Event	Reference	Summary
30/01/2014	Preparatory document	COM(2014)0046	Summary
23/09/2014	Legislative proposal published	12052/2014	Summary
23/10/2014	Committee referral announced in Parliament		
11/11/2014	Vote in committee		
14/11/2014	Committee report tabled for plenary, 1st reading/single reading	A8-0034/2014	Summary
25/11/2014	Decision by Parliament	T8-0055/2014	Summary
25/11/2014	Results of vote in Parliament		
04/12/2014	Act adopted by Council after consultation of Parliament		
04/12/2014	End of procedure in Parliament		
10/12/2014	Final act published in Official Journal		

Technical information

Procedure reference	2014/0021(NLE)
Procedure type	NLE - Non-legislative enactments
Procedure subtype	Consent by Parliament
Legislative instrument	Decision
Legal basis	Treaty on the Functioning of the European Union TFEU 081-p2 Treaty on the Functioning of the European Union TFEU 218-p6a
Other legal basis	Rules of Procedure EP 165
Stage reached in procedure	Procedure completed
Committee dossier	JURI/8/00351

Documentation gateway

European Parliament

Document type	Committee	Reference	Date	Summary
Committee draft report		PE537.485	25/09/2014	
Committee report tabled for plenary, 1st reading/single reading		A8-0034/2014	14/11/2014	Summary
Text adopted by Parliament, 1st reading/single reading		T8-0055/2014	25/11/2014	Summary

Council of the EU

Document type	Reference	Date	Summary
Legislative proposal	12052/2014	23/09/2014	Summary

European Commission

Document type	Reference	Date	Summary
Preparatory document	COM(2014)0046	30/01/2014	Summary

National parliaments

Document type	Parliament /Chamber	Reference	Date	Summary
Contribution	PT_PARLIAMENT	COM(2014)0046	18/12/2014	

Additional information

Source	Document	Date
European Commission	EUR-Lex	

Final act

Decision 2014/0887
OJ L 353 10.12.2014, p. 0005 Summary

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 30/01/2014

PURPOSE: to approve, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

PROPOSED ACT: Council Decision.

ROLE OF THE EUROPEAN PARLIAMENT: Council may adopt the act only if Parliament has given its consent to the act.

BACKGROUND: the Convention on Choice of Court Agreements concluded on 30 June 2005 under the auspices of the Hague Conference on Private International Law makes a valuable contribution to promoting party autonomy in international commercial transactions and increasing the predictability of judicial solutions in such transactions. In particular, the Convention ensures the **necessary legal certainty for the parties that their choice of court agreement is respected and that a judgment given by the chosen court is eligible for recognition and enforcement in cross-border situations**.

Article 29 of the Convention allows Regional Economic Organisations such us the European Union to sign, accept, approve or accede to the Convention.

The Convention affects Union secondary legislation on jurisdiction based on choice by the parties and the recognition and enforcement of the resulting judgments, in particular Council Regulation (EC) 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the Brussels I Regulation) (to be replaced by Regulation (EU) No 1215/2012 as of 10 January 2015), it is in the interests of the European Union to approve the Hague Convention so that it enters into force on the **same date** of the entry into application of Regulation (EU) No 1215/2012.

Moreover, the Union, should, when approving the Convention, make the declaration allowed under Article 21 excluding from the scope of the Convention **insurance contracts** in general, subject to defined exceptions in order to preserve the protective jurisdictional rules available to the policyholder, the insured party or a beneficiary in insurance contracts under Section 3 of Regulation (EC) 44/2001. The exclusion should be limited to whatever is necessary to protect the interests of the weaker parties in insurance contracts.

The Convention was signed by the Union on 1 April 2009 on the basis of the Council Decision 2009/397/EC. It is now necessary to approve the Convention on behalf of the EU.

LEGAL BASIS: Article 81(2), in conjunction with point (a) of the first subparagraph of Article 218(6) of the Treaty on the Functioning of the European Union (TFEU).

CONTENT: under this proposal, the Council is requested to adopt a decision to approve, on behalf of the EU, the 2005 Hague Convention on Choice of Court Agreements.

Having the EU approve the Convention would reduce legal uncertainty for EU companies trading outside the EU by ensuring that choice of court agreements included in their contracts are respected and that judgments issued by the courts designated in such agreements would be eligible for recognition and enforcement in the other Contracting Parties to the Convention.

Overall, approval of the Convention by the EU would complement the realisation of the aims underlying the EU rules on the prorogation of jurisdiction, by creating a harmonised set of rules within the EU in respect of third states which will become Contracting Parties to the Convention.

The Hague Convention of 30 June 2005 on Choice of Court Agreements: the Convention on Choice of Court Agreements is designed to offer greater legal certainty and predictability for parties involved in business-to-business agreements and international litigation by **creating an optional worldwide judicial dispute resolution mechanism alternative to the existing arbitration system**.

In particular, the objective of the Convention is to promote international trade and investment through enhanced judicial cooperation by introducing uniform rules on jurisdiction based on exclusive choice of court agreements and on the recognition and enforcement of judgments given by the chosen courts in its Contracting Parties.

The Convention seeks to achieve a balance between:

(i) the need to guarantee to the parties that only the courts chosen by them will hear the case and that the resulting judgment will be recognised and enforced abroad, and

(ii) the need to allow States to pursue some aspects of their public policy, related in particular to the protection of weaker parties, protection against serious unfairness in particular situations and guaranteed respect for some grounds of exclusive jurisdiction of States.

How the Convention relates to the Brussels I Regulation: the Convention affects the application of the Brussels I Regulation if at least one of the parties is resident in a Contracting State to the Convention. **The Convention will prevail over the jurisdiction rules of the Regulation** except if both parties are EU residents or come from third states, not Contracting Parties to the Convention. The Convention will give EU business the necessary legal certainty that their choice of court agreements in favour of a court outside the EU are respected in the EU, and that agreements in favour of a court in the EU are respected in third States. It will also ensure that EU businesses can be confident that a **judgment given by the chosen court in the EU is eligible for recognition and enforcement in third states, Contracting Parties to the Convention**, and vice versa.

Declaration on insurance contracts: the Brussels I Regulation (Section 3) provides for special protective jurisdiction in matters of insurance aimed at protecting the weaker party (the policyholder, the insured party or a beneficiary) and the economic interests of the general public of the place where the weaker party is located. The insured party, as plaintiff, therefore has a choice of suing the insurer at several places, including the place where the insured party is domiciled; the insurer, as plaintiff, can sue the insured party in principle only where the latter is domiciled. These protective jurisdiction rules are based on the premise that the insured party is always the weaker party, even if he acts as a commercial operator in B2B relations. There is no change to this presumption in the Brussels I Regulation (recast). For this reason, the possibility of the parties concluding the choice of court agreement has been limited (Article 13 of the Regulation). The Convention on its part applies to insurance matters without limiting party autonomy to conclude choice of court agreements. The only substantive limitation results from Article 2(1)(a) of the Convention which excludes insurance contracts entered into by private persons as consumers. **This is partially contrary to the regime established in the Brussels I Regulation** insofar as, for instance, the Convention would apply to insurance contracts concluded by SMEs. Once the Convention is approved by the EU, certain insurance contracts

which now fall under the Brussels I Regulation, e.g. contracts between an EU policyholder and the EU branch of an insurer with headquarters outside the EU (Article 9(2) of the Regulation) would fall within the scope of the Convention (Article 26(6), in conjunction with Article 4(2) of the Convention). Therefore, if the Convention were to be concluded without excluding insurance contracts, there would be a lack of parallelism with the protective policy established in the Brussels I Regulation which allows the insured party to sue an EU insurer (or a EU branch of third State insurer) in his own place of domicile irrespective of any other jurisdiction available under a choice of court agreement.

Other technical provisions have been included for the EU to exclude certain types of insurance matters falling within the scope of the Convention, without laying down additional conditions. The carve-out is as small as is needed to achieve the goal of protecting the interests of weaker parties in insurance contracts as reflected in the protective jurisdiction rules of the Brussels I Regulation.

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 23/09/2014 - Legislative proposal

PURPOSE: to approve, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

PROPOSED ACT: Council Decision.

ROLE OF THE EUROPEAN PARLIAMENT: Council may adopt the act only if Parliament has given its consent to the act.

BACKGROUND: the Convention on Choice of Court Agreements concluded on 30 June 2005 under the auspices of the Hague Conference on Private International Law makes a valuable contribution to promoting party autonomy in international commercial transactions and increasing the predictability of judicial solutions in such transactions. In particular, the Convention ensures the **necessary legal certainty for the parties that their choice of court agreement is respected and that a judgment given by the chosen court is eligible for recognition and enforcement in cross-border situations**.

Article 29 of the Convention allows Regional Economic Organisations such us the European Union to sign, accept, approve or accede to the Convention.

The Convention affects Union secondary legislation on jurisdiction based on choice by the parties and the recognition and enforcement of the resulting judgments, in particular Council Regulation (EC) 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the Brussels I Regulation) (to be replaced by Regulation (EU) No 1215/2012 as of 10 January 2015), it is in the interests of the European Union to approve the Hague Convention so that it enters into force on the **same date** of the entry into application of Regulation (EU) No 1215/2012.

Moreover, the Union, should, when approving the Convention, make the declaration allowed under Article 21 excluding from the scope of the Convention **insurance contracts** in general, subject to defined exceptions in order to preserve the protective jurisdictional rules available to the policyholder, the insured party or a beneficiary in insurance contracts under Section 3 of Regulation (EC) 44/2001. The exclusion should be limited to whatever is necessary to protect the interests of the weaker parties in insurance contracts.

The Convention was signed by the Union on 1 April 2009 on the basis of the Council Decision 2009/397/EC. It is now necessary to approve the Convention on behalf of the EU.

CONTENT: under this proposal, the Council is requested to adopt a decision to approve, on behalf of the EU, the 2005 Hague Convention on Choice of Court Agreements.

Having the EU approve the Convention would reduce legal uncertainty for EU companies trading outside the EU by ensuring that choice of court agreements included in their contracts are respected and that judgments issued by the courts designated in such agreements would be eligible for recognition and enforcement in the other Contracting Parties to the Convention.

Overall, approval of the Convention by the EU would complement the realisation of the aims underlying the EU rules on the prorogation of jurisdiction, by creating a harmonised set of rules within the EU in respect of third states which will become Contracting Parties to the Convention.

The Hague Convention of 30 June 2005 on Choice of Court Agreements: the Convention on Choice of Court Agreements is designed to offer greater legal certainty and predictability for parties involved in business-to-business agreements and international litigation by **creating an optional worldwide judicial dispute resolution mechanism alternative to the existing arbitration system**.

In particular, the objective of the Convention is to promote international trade and investment through enhanced judicial cooperation by introducing uniform rules on jurisdiction based on exclusive choice of court agreements and on the recognition and enforcement of judgments given by the chosen courts in its Contracting Parties.

The Convention seeks to achieve a balance between:

(i) the need to guarantee to the parties that only the courts chosen by them will hear the case and that the resulting judgment will be recognised and enforced abroad, and

(ii) the need to allow States to pursue some aspects of their public policy, related in particular to the protection of weaker parties, protection against serious unfairness in particular situations and guaranteed respect for some grounds of exclusive jurisdiction of States.

How the Convention relates to the Brussels I Regulation: the Convention affects the application of the Brussels I Regulation if at least one of the parties is resident in a Contracting State to the Convention. **The Convention will prevail over the jurisdiction rules of the Regulation** except if both parties are EU residents or come from third states, not Contracting Parties to the Convention.

The Convention will give EU business the necessary legal certainty that their choice of court agreements in favour of a court outside the EU are respected in the EU, and that agreements in favour of a court in the EU are respected in third States. It will also ensure that EU businesses can be confident that a **judgment given by the chosen court in the EU is eligible for recognition and enforcement in third states, Contracting Parties to the Convention**, and vice versa.

Declaration on insurance contracts: a declaration has been added to the proposal which includes a series of technical measures aiming to **exclude certain types of insurance contracts from the scope of the Convention**, without laying down additional conditions. The exclusion should be limited to what is necessary to **protect the interests of the weaker parties** (in principle, the policy holder, the insured or beneficiary) in insurance contracts, as is defined in the rules on protective jurisdiction of the Brussels I Regulation.

A second declaration stipulated that the Union should at the same time make a unilateral declaration stating that it may, at a later stage in light of the experience acquired in the application of the Convention, reassess the need to maintain its declaration.

Territorial provisions: the United Kingdom and Ireland are bound by Regulation (EC) No 44/2001 and are therefore taking part in the adoption and application of this Decision. On the other hand, Denmark is not taking part in the adoption of this Decision and is not bound by it or subject to its application.

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 30/01/2014 - Preparatory document

PURPOSE: to approve, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

PROPOSED ACT: Council Decision.

ROLE OF THE EUROPEAN PARLIAMENT: Council may adopt the act only if Parliament has given its consent to the act.

BACKGROUND: the Convention on Choice of Court Agreements concluded on 30 June 2005 under the auspices of the Hague Conference on Private International Law makes a valuable contribution to promoting party autonomy in international commercial transactions and increasing the predictability of judicial solutions in such transactions. In particular, the Convention ensures the **necessary legal certainty for the parties that their choice of court agreement is respected and that a judgment given by the chosen court is eligible for recognition and enforcement in cross-border situations**.

Article 29 of the Convention allows Regional Economic Organisations such us the European Union to sign, accept, approve or accede to the Convention.

The Convention affects Union secondary legislation on jurisdiction based on choice by the parties and the recognition and enforcement of the resulting judgments, in particular Council Regulation (EC) 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (the Brussels I Regulation) (to be replaced by Regulation (EU) No 1215/2012 as of 10 January 2015), it is in the interests of the European Union to approve the Hague Convention so that it enters into force on the **same date** of the entry into application of Regulation (EU) No 1215/2012.

Moreover, the Union, should, when approving the Convention, make the declaration allowed under Article 21 excluding from the scope of the Convention **insurance contracts** in general, subject to defined exceptions in order to preserve the protective jurisdictional rules available to the policyholder, the insured party or a beneficiary in insurance contracts under Section 3 of Regulation (EC) 44/2001. The exclusion should be limited to whatever is necessary to protect the interests of the weaker parties in insurance contracts.

The Convention was signed by the Union on 1 April 2009 on the basis of the Council Decision 2009/397/EC. It is now necessary to approve the Convention on behalf of the EU.

LEGAL BASIS: Article 81(2), in conjunction with point (a) of the first subparagraph of Article 218(6) of the Treaty on the Functioning of the European Union (TFEU).

CONTENT: under this proposal, the Council is requested to adopt a decision to approve, on behalf of the EU, the 2005 Hague Convention on Choice of Court Agreements.

Having the EU approve the Convention would reduce legal uncertainty for EU companies trading outside the EU by ensuring that choice of court agreements included in their contracts are respected and that judgments issued by the courts designated in such agreements would be eligible for recognition and enforcement in the other Contracting Parties to the Convention.

Overall, approval of the Convention by the EU would complement the realisation of the aims underlying the EU rules on the prorogation of jurisdiction, by creating a harmonised set of rules within the EU in respect of third states which will become Contracting Parties to the Convention.

The Hague Convention of 30 June 2005 on Choice of Court Agreements: the Convention on Choice of Court Agreements is designed to offer greater legal certainty and predictability for parties involved in business-to-business agreements and international litigation by **creating an optional worldwide judicial dispute resolution mechanism alternative to the existing arbitration system**.

In particular, the objective of the Convention is to promote international trade and investment through enhanced judicial cooperation by introducing uniform rules on jurisdiction based on exclusive choice of court agreements and on the recognition and enforcement of judgments given by the chosen courts in its Contracting Parties.

The Convention seeks to achieve a balance between:

(i) the need to guarantee to the parties that only the courts chosen by them will hear the case and that the resulting judgment will be recognised and enforced abroad, and

(ii) the need to allow States to pursue some aspects of their public policy, related in particular to the protection of weaker parties, protection against serious unfairness in particular situations and guaranteed respect for some grounds of exclusive jurisdiction of States.

How the Convention relates to the Brussels I Regulation: the Convention affects the application of the Brussels I Regulation if at least one of the parties is resident in a Contracting State to the Convention. **The Convention will prevail over the jurisdiction rules of the Regulation** except if both parties are EU residents or come from third states, not Contracting Parties to the Convention. The Convention will give EU business the necessary legal certainty that their choice of court agreements in favour of a court outside the EU are respected in the EU, and that agreements in favour of a court in the EU are respected in third States. It will also ensure that EU businesses can be confident that a **judgment given by the chosen court in the EU is eligible for recognition and enforcement in third states, Contracting Parties to the Convention**, and vice versa.

Declaration on insurance contracts: the Brussels I Regulation (Section 3) provides for special protective jurisdiction in matters of insurance aimed at protecting the weaker party (the policyholder, the insured party or a beneficiary) and the economic interests of the general public of the place where the weaker party is located. The insured party, as plaintiff, therefore has a choice of suing the insurer at several places, including the place where the insured party is domiciled; the insurer, as plaintiff, can sue the insured party in principle only where the latter is domiciled. These protective jurisdiction rules are based on the premise that the insured party is always the weaker party, even if he acts as a commercial operator in B2B relations. There is no change to this presumption in the Brussels I Regulation (recast). For this reason, the possibility of the parties concluding the choice of court agreement has been limited (Article 13 of the Regulation). The Convention on its part applies to insurance matters without limiting party autonomy to conclude choice of court agreements. The only substantive limitation results from Article 2(1)(a) of the Convention which excludes insurance contracts entered into by private persons as consumers. **This is partially contrary to the regime established in the Brussels I Regulation** insofar as, for instance, the Convention would apply to insurance contracts concluded by SMEs. Once the Convention is approved by the EU, certain insurance contracts which now fall under the Brussels I Regulation, e.g. contracts between an EU policyholder and the EU branch of an insurer with headquarters outside the EU (Article 9(2) of the Regulation) would fall within the scope of the Convention (Article 26(6), in conjunction with Article 4(2) of the Convention). Therefore, if the Convention were to be concluded without excluding insurance contracts, there would be a lack of parallelism with the protective policy established in the Brussels I Regulation which allows the insured party to sue an EU insurer (or a EU branch of third State insurer) in his own place of domicile irrespective of any other jurisdiction available under a choice of court agreement.

Other technical provisions have been included for the EU to exclude certain types of insurance matters falling within the scope of the Convention, without laying down additional conditions. The carve-out is as small as is needed to achieve the goal of protecting the interests of weaker parties in insurance contracts as reflected in the protective jurisdiction rules of the Brussels I Regulation.

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 04/12/2014 - Final act

PURPOSE: to approve, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

NON-LEGISLATIVE ACT: Council Decision 2014/887/EU on the approval, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

BACKGROUND: the European Union is working towards the establishment of a common judicial area based on the principle of mutual recognition of judicial decisions.

The Convention on Choice of Court Agreements concluded on 30 June 2005 under the auspices of the Hague Conference on Private International Law ('the Convention') makes a **valuable contribution to promoting party autonomy in international commercial transactions and to increasing the predictability of judicial solutions in such transactions**.

In particular, the Convention ensures the necessary legal certainty for the parties that their choice of court agreement will be respected and that a judgment given by the chosen court will be capable of recognition and enforcement in international cases.

Article 29 of the Convention allows Regional Economic Integration Organisations such as the European Union to sign, accept, approve or accede to the Convention.

Given that the Convention affects Union secondary legislation relating to jurisdiction based on the choice of the parties and to the recognition and enforcement of the resulting judgments, in particular Council Regulation (EC) No 44/2001, which is to be replaced as of 10 January 2015 by Regulation (EU) No 1215/2012, it is in the interests of the EU to approve the Convention.

When signing the Convention, the Union declared under Article 30 of the Convention that it exercises competence over all the matters governed by the Convention. Consequently, the Member States shall be bound by the Convention by virtue of its approval by the Union.

It is now necessary for the Convention to be approved on behalf of the European Union.

CONTENT: under this Decision, the 2005 Hague Convention on Choice of Court Agreements is approved, on behalf of the EU.

The Hague Convention of 30 June 2005 on Choice of Court Agreements: the Convention on Choice of Court Agreements is designed to offer greater legal certainty and predictability for parties involved in business-to-business agreements and international litigation by **creating an optional worldwide judicial dispute resolution mechanism alternative to the existing arbitration system**.

In particular, the objective of the Convention is to promote international trade and investment through enhanced judicial cooperation by introducing uniform rules on jurisdiction based on exclusive choice of court agreements and on the recognition and enforcement of judgments given by the chosen courts in its Contracting Parties.

The Convention seeks to achieve a balance between:

- the need to guarantee to the parties that only the courts chosen by them will hear the case and that the resulting judgment will be recognised and enforced abroad, and
- the need to allow States to pursue some aspects of their public policy, related in particular to the protection of weaker parties, protection against serious unfairness in particular situations and guaranteed respect for some grounds of exclusive jurisdiction of States.

Having the EU approve the Convention would :

- reduce legal uncertainty for EU companies trading outside the EU by ensuring that choice of court agreements included in their contracts are respected and that judgments issued by the courts designated in such agreements would be eligible for recognition and enforcement in the other Contracting Parties to the Convention
- would complement the realisation of the aims underlying the EU rules on the prorogation of jurisdiction, by creating a harmonised set of rules within the EU in respect of third states which will become Contracting Parties to the Convention.

How the Convention relates to the Brussels I Regulation: the Convention affects the application of the Brussels I Regulation if at least one of the parties is resident in a Contracting State to the Convention. The Convention will prevail over the jurisdiction rules of the Regulation except if both parties are EU residents or come from third states, not Contracting Parties to the Convention.

The Convention will give EU business the necessary legal certainty that their choice of court agreements in favour of a court outside the EU are respected in the EU, and that agreements in favour of a court in the EU are respected in third States. It will also ensure that EU businesses can be confident that **a judgment given by the chosen court in the EU is eligible for recognition and enforcement in third states, Contracting Parties to the Convention**, and vice versa.

Declaration on insurance contracts: a declaration seeks to **exclude certain types of insurance contracts from the scope of the Convention, without laying down additional conditions**. The exclusion should be limited to what is necessary to **protect the interests of the weaker parties** (in principle, the policy holder, the insured or beneficiary) in insurance contracts, as is defined in the rules on protective jurisdiction of the Brussels I Regulation.

A second declaration stipulated that the Union should at the same time make a unilateral declaration stating that it may, at a later stage in light of the experience acquired in the application of the Convention, reassess the need to maintain its declaration.

Territorial provisions: the United Kingdom and Ireland are bound by Regulation (EC) No 44/2001 and are therefore taking part in the adoption and application of this Decision. On the other hand, Denmark is not taking part in the adoption of this Decision and is not bound by it or subject to its application.

ENTRY INTO FORCE: 4.12.2014.

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 14/11/2014 - Committee report tabled for plenary, 1st reading/single reading

The Committee on Legal Affairs adopted the report by Pavel SVOBODA (EPP, CZ) on the draft Council decision on the approval, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

Members considered that the European Union (EU) should participate in this convention as it would ensure greater legal certainty for international exclusive choice-of-court agreements and thus foster trade between participating States. They recommended therefore that the Parliament should give its consent to this convention.

They also called on the Parliament to approve the Council's draft decision, which exempts consumer insurance contracts from the convention, thus preventing consumers from unwittingly agreeing to a choice-of-court clause. The declaration annexed to the draft decision formalises that exemption, and also preserves freedom for major commercial insurance and re-insurance contracts.

Hague Convention (2005) on Choice of Court Agreements

2014/0021(NLE) - 25/11/2014 - Text adopted by Parliament, 1st reading/single reading

The European Parliament adopted by 619 votes to 52, with 10 abstentions, a legislative resolution on the draft Council decision on the approval, on behalf of the European Union, of the Hague Convention of 30 June 2005 on Choice of Court Agreements.

Parliament gave its consent to the Convention.