

Regulation (EC) No 593/2008 of the European Parliament and of the Council
of 17 June 2008 on the law applicable to contractual obligations (Rome I)

CHAPTER II

UNIFORM RULES

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 and without prejudice to Articles 5 to 8, the law governing the contract shall be determined as follows:

- a a contract for the sale of goods shall be governed by the law of the country where the seller has his habitual residence;
- b a contract for the provision of services shall be governed by the law of the country where the service provider has his habitual residence;
- c a contract relating to a right *in rem* in immovable property or to a tenancy of immovable property shall be governed by the law of the country where the property is situated;
- d notwithstanding point (c), a tenancy of immovable property concluded for temporary private use for a period of no more than six consecutive months shall be governed by the law of the country where the landlord has his habitual residence, provided that the tenant is a natural person and has his habitual residence in the same country;
- e a franchise contract shall be governed by the law of the country where the franchisee has his habitual residence;
- f a distribution contract shall be governed by the law of the country where the distributor has his habitual residence;
- g a contract for the sale of goods by auction shall be governed by the law of the country where the auction takes place, if such a place can be determined;
- h a contract concluded within a multilateral system which brings together or facilitates the bringing together of multiple third-party buying and selling interests in financial instruments, as defined [^{F1}in Part 1 of Schedule 2 to the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001], in accordance with non-discretionary rules and governed by a single law, shall be governed by that law.

2 Where the contract is not covered by paragraph 1 or where the elements of the contract would be covered by more than one of points (a) to (h) of paragraph 1, the contract shall be governed by the law of the country where the party required to effect the characteristic performance of the contract has his habitual residence.

3 Where it is clear from all the circumstances of the case that the contract is manifestly more closely connected with a country other than that indicated in paragraphs 1 or 2, the law of that other country shall apply.

4 Where the law applicable cannot be determined pursuant to paragraphs 1 or 2, the contract shall be governed by the law of the country with which it is most closely connected.

Changes to legislation: There are currently no known outstanding effects for the Regulation (EC) No 593/2008 of the European Parliament and of the Council, Article 4. (See end of Document for details)

Textual Amendments

- F1** Words in Art. 4(1)(h) substituted (31.12.2020) by [The Law Applicable to Contractual Obligations and Non-Contractual Obligations \(Amendment etc.\) \(EU Exit\) Regulations 2019 \(S.I. 2019/834\)](#), regs. 1, **10(5)**; 2020 c. 1, Sch. 5 para. 1(1)

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