

DENMARK



Denmark

PART I: CONTRACTUAL – NO OFFICE IN THE TARGET COUNTRY

A. Direct sale

A.1. Without written agreement – general terms

1. *What are the formalities a foreign seller must complete in your jurisdiction in order to make sure that its terms and conditions of sale are binding and enforceable towards local purchasers? Are these conditions enforceable towards non commercial parties?*
 - There are no special formalities a foreign seller must complete.
 - The acceptance of the general sales terms and conditions can be silent by a commercial party in the hypothesis of a long-term contractual relationship between the parties. In this case the seller can prove that his purchaser already examined the conditions, e.g. because he already received an invoice that he didn't protest.
 - To avoid any problems with regard to the enforceability of the general terms and conditions both towards commercial and non commercial parties, it is advisable to bear in mind the following recommendations:
 - It is always safest to ask for a signature of the purchaser on the general conditions before the first delivery.
 - The general conditions should be drafted in a language that can be understood by the purchaser.
 - The general conditions should be printed in a typography that is easily readable and if they are printed on the backside, there should be a reference to these conditions on the front side. There may be no doubt about the fact that the purchaser could take notice of the general conditions
 - The general conditions printed on the invoice and on the order confirmation should be exactly the same;
 - When the invoice or the order confirmation are printed in different exemplary, the general conditions have to be printed on the backside of each one of them;

- When an order is done by phone, it is recommended to send the order in different copies to the purchaser and make him return it with the signature of an authorised person;

A.2. *With a written agreement:*

2. *What are the clauses a foreign seller should integrate in a written sales agreement (or in his general terms and conditions) and the reasons why?*

(a) **Retention of title:** *Is this provided for in your jurisdiction? What are the conditions to make it enforceable towards local purchasers and third parties?*

- Yes, the retention of title can validly be provided within contractual conditions.
- The conditions to make the retention of title enforceable towards local purchasers are the same as the conditions we mentioned with regard to the general terms and conditions.
- The enforceability of retention of title towards third parties in matters of insolvency is provided with in Bankruptcy law.

The retention of title has to be agreed on by the parties in writing and at the latest at the time of delivery. In order to have proof of the acceptance of the purchaser it is best to have his signature on the general terms and conditions.

Furthermore, retention of title can only be executed on goods that are still available and that can be identified on the premises of the purchaser as being the goods the retention of title has been provided for.

- There are no registration formalities to be fulfilled to make the retention of title enforceable towards third parties. Exceptions:
 - Retention of title in vehicles has to be registered in a Public Register, the so called "carbook" in order to obtain protection against agreements in good faith which is contracted over the vehicle. This is also the case in legal proceedings if the debtor hasn't been deprived the disposal of the vehicle.

If the vehicle isn't or hasn't been registered in the Public Register for motor vehicles (retention of title in vehicles on consignment between importers and dealers of new cars) the retention of title doesn't have to be registered

to obtain protection against legal proceedings. Unless the vehicle is exempt from registration which can be decided by the Minister of Taxation if the vehicle mainly is used off the public roads.

(b) **Interest and penalty clause:** *Are these clauses enforceable in your jurisdiction? Can they be reduced or annulled? What are the consequences if this clause is not integrated in the agreement? What is the legal rate in your jurisdiction?*

- Since parties in Denmark, like in most West-European jurisdictions enjoy freedom of contract, parties are free to agree on payment, interest and penalty clauses in their agreements.
- Grossly unfair contract terms are unenforceable under certain conditions.
- General rule of the law: Unless the parties have agreed otherwise, each payment falling within the scope of the Law is due within 30 days as from the day following the day on which (statutory payment period):
 1. the debtor receives the invoice or equivalent request for payment;
 2. the goods or services are received, if the date of receipt of the invoice or the equivalent request for payment is uncertain of if the debtor receives the invoice or the equivalent payment request before the goods or the services;
 3. the acceptance or the verification of the goods' or services' conformity with the agreement takes place, if such procedure is provided for in the agreement or by law and the debtor receives the invoice or the equivalent request for payment before the acceptance or verification takes place.
- Sanctions: Creditors, who are not paid within either the agreed payment period or the statutory payment period, are automatically and without the necessity of a reminder entitled to interests at the interest rate agreed between the parties or, failing such agreed rate, at the statutory rate. The statutory rate and any modification thereto will be published every half year by the Danish National Bank. However, if in international relationships the CISG (the Vienna Convention on the International Sales of goods) is found applicable to the contract, an interest rate that does not only want to compensate the creditor, but that also

wants to sanction late payment and that wants to give an incentive for timely payment, is not in accordance with the international context of the CISG. The interest rate should be determined in an international way and thus not by the *lex contractus*.

- Unless agreed otherwise, the creditor is also entitled to claim reasonable compensation from the debtor for all relevant recovery costs incurred through the latter's late payment. These recovery costs must respect the principles of transparency and proportionality. If the claimed recovery costs are disproportioned the court can moderate the claimed recovery costs

(c) **Applicable law and competent jurisdiction:** *Are these clauses enforceable in your jurisdiction? What are the consequences if this clause is not integrated in the agreement?*

- **National transaction:**

A clause that determines the territorial competent jurisdiction is valid between parties if it has been accepted by both parties.

- **International transaction:**

- Applicable law

Denmark has signed the 1980 Rome Convention on the Law applicable to Contractual Obligations (The European Contracts Convention).

This convention provides that contracts with an international dimension are governed by the law chosen by the parties. The choice made by the parties must be expressed or demonstrated with reasonable certainty the terms of the contract of the circumstances of the case.

The national law chosen by the parties must not have specific links with the subject matter of the contract. The parties may choose freely the national law which they consider suits their contractual relationship best.

If the parties have not made a definite choice regarding the law applicable to their contract, it shall be governed by the law of the country with which it is most closely connected. There is a presumption the contract is most closely connected with the country where the party

who must effect the performance which is characteristic of the contract has, at the time of conclusion of the contract is located.

With regard to international sales of goods, Denmark has ratified the Vienna Convention on the International Sales of goods (CISG).

- Competent jurisdiction

As regards transactions between persons domiciled in a EU member state, the council regulation nr. 44/2001 of 22 December 2000 applies. The nationality of the defendant is the decisive criterion.

The Brussels convention of 27 September 1968 on jurisdiction and enforcement of judgments in civil and commercial matters is the main international convention in force in Denmark regarding the rules of international jurisdiction. As a general rule, this convention provides that persons domiciled in a contracting state shall, whatever their nationality, be sued in the courts of that state. If the defendant is not domiciled in a contracting state, the jurisdiction of the courts of each contracting state shall, subject to the provisions of the Brussels Convention, be determined by the law of that state.

B. Commercial Intermediaries

3. *What types of commercial intermediaries do exist in your jurisdiction?*

- **Franchising:** An agreement between two parties (Franchisee and Franchisor) whereby the Franchisee has the right, in exchange for a direct or indirect financial consideration, to use the Franchisor's trade name, and/or trade mark and / or service mark, know-how, business and technical methods, procedural system, and other industrial and /or intellectual property rights, supported by continuing provision of commercial and technical assistance by the Franchisor.
- **Distribution agreement:** Agreement whereby one party (the supplier) agrees with another (the distributor) to supply the latter with products or services for the purpose of resale. The distributor sells the products or services in his own name and on his own account.
- **Commercial representative:** An agreement whereby a

white-collar employee, the commercial representative agrees to solicit potential customers for payment with a view to negotiating and/or concluding transactions under the authority, for the account and in the name of one or more employers. The legal intermediary acts on behalf of his principal in such a manner that the legal relationship is created directly between the principal and the customer. The commercial representative is subordinate to the principal.

- **Commercial agent:** An agreement whereby an independent intermediary has on a lasting basis the authority to negotiate, and possibly to conclude agreements in the name and on behalf of the principal. The legal intermediary acts on behalf of his principal in such a manner that the legal relationship is created directly between the principal and the customer.

4. *What legislation does apply in your jurisdiction with regard to the above mentioned types of distribution agreements?*

- Under Danish law, there are no specific rules governing franchising, distribution agreements and commercial representatives.

Parties are thus free, within the framework of the general principles of contract law and public policy, to enter into contracts as they wish.

- **Commercial agent**

- Law on the commercial agency agreements.

The law has been enacted in accordance with the council directive 86/653/EEC of 18 December 1986 on the coordination of the laws of the Member States relating to self-employed commercial agents.

1. Remunerations

A commercial agent is entitled to remunerations consisting in a fixed fee or wholly or in part by commission. In the absence of any agreement, a commercial agent shall be entitled to remuneration that is customarily allowed in the place where he carries on his activities. A commercial agent shall be entitled to commission on transactions concluded during the period covered by the agency contract:

- i. Where the transaction has been concluded as a result of his action

- ii. Where the transaction is concluded with a third party whom he has previously acquired as a customer for transactions of the same kind.
- iii. Either where he is entrusted with a specific geographical area or group of customers and where the transaction has been entered into with a customer belonging to that area or group.

The commissions become due during the period covered by the agency contract if the principal has (or had to) conclude the agreement with the third party or the third party fulfilled his contractual obligations.

A commercial agent shall be entitled to commission on commercial transactions concluded after the agency contract has terminated:

- i. if the transaction is mainly attributable to the commercial agent's efforts during the period covered by the agency contract and if the transaction was entered into within reasonable time after that contract terminated
- ii. if the order of the third party reached the principal or the commercial agent before the agency contract terminated.

2. Termination of the contract

If the agency contract is concluded for an indefinite period (or for a definite period with a provision that the contract can be terminated) either party may terminate it by notice.

The period of notice shall be one month for the first year of the contract, two months for the second year and three months for the third year commenced and subsequent years. They cannot agree to shorter periods.

No period of notice should not be respected if the termination contract has been terminated by exceptional circumstances that make further collaboration impossible. This provision is of mandatory law.

3. Goodwill Indemnity.

A goodwill indemnity is due if the agent has recruited new customers or if the agent has significantly increased the volume of business with existing customers and the principal continues to derive substantial benefits.

If the contract provides a restraint of trade clause there is a rebuttable presumption that the principal continues to derive substantial benefits.

The right to a goodwill indemnity is mandatory law but can, under specific circumstances, be renounced to.

The amount may not exceed a figure equivalent to an indemnity for one year calculated on the remuneration over the preceding five years.

The agent shall lose his entitlement to the indemnity if within one year following termination of the contract he has not notified the principal that he intends pursuing his entitlement.

4. Restraint of trade clause

- i. A restraint of trade clause can be agreed if:
 - ii. it is concluded in writing
 - iii. it relates to the geographical area or the group of customers and the geographical area entrusted to the commercial agent and to the kind of goods covered by his agency under the contract.
 - iv. it does not exceeds 2 years after the termination of the contract;

The provisions are mandatory law but can, under specific circumstances, be renounced to.

PART II: BRANCH – OFFICE IN THE TARGET COUNTRY BUT NO LEGAL PERSON

5. *What are in your jurisdiction the differences between starting up a branch and starting up of a company (subsidiary)?*

As a branch has no legal personality, obligations incurred through such branch can be enforced on the assets of the foreign company, even if they are located abroad.

Since the subsidiary is a separate legal entity, its liability is limited to its own assets. The shareholders will therefore not be personally affected by the liabilities of the subsidiary beyond the amount of subscribed capital.

6. *What formalities must be fulfilled for opening a branch?*
- In the jurisdiction of the head office

- Corporate resolutions: The board of directors of the head office must formally adopt resolutions deciding to open the branch office and appointing in Denmark a legal representative for the purposes of managing the branch and representing the company in dealings with third parties and in legal proceedings in connection with the activities of the branch.
 - In Denmark
 - Registration in the Danish commerce and companies' agency.
 - Documentation that the signer represents the parent company
 - Documentation that the parent company is registered in the mother land.
7. *Why would you rather advise a foreign seller to set up a branch and not a company in your country, or vice versa?*
- **Advantages of a branch:**
 - Mobility: a branch can easily be opened and closed down. No notary public required, no financial plan, etc...
 - Danish corporate law, with a few exceptions, does not impose requirements such as a board of directors or shareholders' meetings.
 - No minimum capital requirements.
 - A branch benefits from the reputation of the head office.
 - The head office can more easily allocate expenses to a branch.
 - **Disadvantages of a branch:**
 - The head office is fully liable for the debts of the branch.
 - A branch's annual filing will reveal financial information about the foreign entity that it may prefer to keep confidential.
 - Since a branch may easily be closed down, the local market may be reluctant to enter into transactions with the branch.
8. *Is a branch authorized to act before the court, to engage people, ...?*

A legal representative must be designated for the purposes of managing the branch and representing the company in dealings with third parties and in legal proceedings in connection with the activities of the branch.

9. *What is the liability of the legal representative of the branch?*

The legal representative of a branch has the same liability towards third parties as a director of a Danish Company.

10. *Is there an automatic liability of the head office for the operations or acts of the branch?*

The head office is entirely liable for all undertakings of the branch office in Denmark.

11. *Which language will the documents be in?*

Branches are subject to Danish regulations on the use of languages. All documents required by law must be drafted Danish.

12. *What are the accounting requirements for a branch?*

A branch has the obligation to keep accounting records in accordance with the Danish accounting rules but are not required to publish their own annual accounts. Only the accounts of the head office need to be published. The parent company's accounts must be audited and certified according to its own national regime.

PART III: SUBSIDIARY – LEGAL PERSON (SEPARATE LEGAL LOCAL ENTITY) IN THE TARGET COUNTRY

13. *What are the advantages of establishing a subsidiary compared to establishing a branch?*

- Because the subsidiary and the parent company are separate legal entities, the parent company is not exposed to any liabilities of the subsidiary. In contrast, a foreign investor remains fully liable for all the commitments of its branch. Obligations incurred through such a branch can be enforced on the assets of the foreign investor, even if they are situated abroad.
- From a marketing viewpoint, a subsidiary will be regarded as a Danish or European company, rather than a foreign entity;
- A subsidiary can benefit from several tax advantages:

- The ability to repatriate or distribute net profits with little or no dividend withholding tax;
- Subsidiaries can benefit from the advantages given under the double tax treaties concluded by Denmark.

14. *Can you present the main characteristics of the company forms existing under your jurisdiction in the following schedule:*

COMPANY FORM	A/S	ApS	I/S	KS
Limited liability	YES	YES	NO	YES, but only for the limited partners, not for the managing partners
Free transferability of the shares	YES	YES	NO	NO
Fixed or variable capital	Fixed	Fixed	Variable with possibility to make a contribution of labour	Variable
Minimum capital	Approx 67,000.00 EUR	Approx 16,700.00 EUR	0	0
Number of founders	1 or more	1 or more	2 or more	1 or more
Notarial deed	NO, but registration in the Danish commerce and companies agency	NO, but registration in the Danish commerce and companies agency	NO	NO

15. *Which of the company forms is used most frequently in your jurisdiction?*

A/S and ApS

16. *Which company form is used most frequently in case of small or family business?*

I/S and ApS

17. *What are the main formalities a foreign company has to comply with in order to establish a subsidiary (filial/filiale)?*

The legal steps required when establishing a company are similar for all types of companies and consists of the following steps:

- Draft an incorporation deed

The incorporation deed will be drafted mostly by a Danish lawyer based on the specifications of the shareholders.

The incorporation deed must among other things state the details (name and address) of the shareholders who incorporate the company and specify the amount of the capital contribution made by each shareholder. The incorporation deed also includes the company's articles of association, which determine the rules governing the company. The directors will be appointed on incorporation of the company.

- Deposit of the share capital in a blocked bank account

In the case of a contribution in cash, a bank account must be opened in the name of the company and each shareholder must deposit the amount to be paid up on its shares in this account, prior to the execution of the incorporation deed. The bank will issue a certificate, which must be delivered to the notary on the date of execution of the incorporation deed, confirming that the paid-up amount of the capital is in the bank account.

- Draw up the appraisal reports

The shareholders may also make a contribution in kind to the company consisting of assets other than cash, provided that such assets have an economic value (e.g. real estate, shares in another company, a claim for the payment of an amount of money etc). In such cases, an appraisal report must be issued by an expert.

- Signature of the incorporation deed

The incorporation deed must be signed by the founders. The founding shareholders must be present or represented when the corporate deed is signed. To be represented, a power of attorney must be provided and attached to the incorporation deed. The signature on such a power of attorney need not be legalized.

- Registration of the company

A corporation obtains a legal personality separate from that of its shareholders as of the date of filing of the incorporation deed at the Danish commerce and companies' agency. This filing is mostly handled by the lawyer who executed the incorporation deed. After registration in the Danish commerce and companies agency the company obtains a corporate registration number.

- Apply for a VAT identification number

As a general rule, a subsidiary must also be registered with the local VAT Administration.

The corporate registration number and the VAT identification number is the same.

18. *What are the costs of establishing a subsidiary in your jurisdiction?*

The establishment of a subsidiary in Denmark does not include either translation costs or administrative legalization formalities and costs. However, a fee of approximately 1500 EUR must be paid to the lawyer who will enact the incorporation deed and fulfill the registration.

19. *How long does it take to establish a subsidiary in Belgium?*

A public limited liability corporation or a private limited liability company can be established within a short period of time. There are no government approvals or waiting periods. If the foreign investor has approved the articles of association, opened a bank account and prepared its business plan, the incorporation is a matter of days.

20. *Is there specific legislation with regard to the liabilities of the founders and the directors of the most used company form?*

The directors of an ApS/A/S can incur liabilities in the following situations.

- The Danish Company Code provides for a mandatory procedure in case the company has substantial losses. The board of directors must convene an extraordinary meeting of shareholders within short time in the event that the net assets of the company have reached a level which is inferior to one-half of the stated capital.

The penalty provided for, in case the board does not convene such a meeting of shareholders in due time, consists of the liability of the board of directors towards third parties for the losses that the third parties have occurred.

- In accordance with the Danish legislation directors can be held liable in the following circumstances:
 - Liability for the improper execution of their tasks as directors;
 - Liability for the violation of the Belgium Company Code or of the charter of the company.
- In accordance with Danish legislation directors can be held liable for wrongful acts.
- A director can be held liable if he or she had a direct or indirect personal interest in a decision and obtained an unjustified advantage to the detriment of the company as a result of that decision.
- The Danish company law provides that directors can be held personally and jointly liable if it can be established that a clearly wrongful act committed by them contributes to the bankruptcy of the company.
- In specific instances a director can be exposed to criminal sanctions.

PART IV – MISCELLANEOUS

A. Real estate

A.1. Purchase of a real estate

21. Who do you turn to in order to close a valid purchase agreement?

A transfer of real estate does already occur when the parties mutually agree on price and object of the sale. This (first) agreement does not necessarily need to take the form of a private contract.

Nevertheless, to be enforceable against third parties, a transfer of real estate requires a Notarial deed (or judgement). This Deed must be registered at the registration office and from that moment the transfer is enforceable against third parties. The Notary Public enacting the Deed will take care of this registration and will receive the registration tax from the Purchaser.

22. What are the costs related to the purchase agreement?

Transfer of real estate is subject to:

- a transfer tax of 0,6% of the purchase price and a fixed registration fee on about 250 EUR.

- Lawyer fees

23. *Is there in your jurisdiction legislation that can slow down the purchase process (e.g. environmental legislation requiring preliminary soil examinations)*

No, unless agreed in the sales contract.

A.2. *Rent a real estate*

26. *Is there imperative law in your jurisdiction with regard to the rent of offices, industrial real estate or commercial real estate? Can you give a summary of the major stipulations of these regulations?*

- There is no imperative law on rent of offices.
- There is no imperative law on rent of industrial real estate.
- There is indeed imperative law on rent of commercial real estate. The law of on commercial lease.

This law provides for a series of binding provisions, sometimes protecting the tenant, sometimes protecting the landlord, sometimes protecting both. As a result, in case of violation of these legal provisions, it will be either the tenant, either the landlord, either both who can invoke the nullity of the incompatible provision in the agreement.

25. *Are there any formalities to fulfill in order to enforce the lease agreement towards third parties?*

- Registration of the lease contract. A public registration fee on approximately 250 EUR.
- Lawyer fee.

A.3. *Environmental issues:*

26. *For what types of activities is an environmental permit required?*

In accordance to Danish legislation all environmental questions and regulations are registered in the local commune or region. If you want to know if an environmental permit is required you have to contact the local commune or region.

A.4. *Employment:*

27. *Are there any specific regulations with regard to outsourcing of employees?*

Yes, law on the legal position of the employees in company conveyance, cf. EU dir 77/187.

28. *Applicable legislation according to the type of employment (differences between employment by local company or by head office for the local branch)*

In principle no differences exist with regard to the applicable labour law and social security between employees employed by the head office for a lokal branch or by a subsidiary.

- Labour Law:
 - The applicable labour law in cases containing cross-border elements (a foreign employer, a foreign employee, a foreign law choice...) is mainly regulated by the Convention on the law applicable to contractual obligations opened for signature in Rome on 19 June 1980.
 - Parties can, under several conditions, choose the applicable labour law (art. 3), which however cannot deprive the employee of the protection given by the law normally applicable and can, in certain cases, not prevent the application of the compulsory labour law of a certain third and involved country.
 - When no choice has been made, the law of the country where the employee usually performs the labour finds application, this without regard to the fact if it concerns an employment by a branch (with no separate corporate personality) or by a subsidiary (with a separate corporate personality). The normally applicable law will thus be the Danish labour law.
 - When this law of the country where the employee usually performs labour cannot be determined, the law of the country of the establishment or branch of the employer is of application.
- Social security:
 - The applicable social security system is in general regulated by the national law of each country.

29. *Legal engagement and dismissal requirements and formalities*

- **Engagement:** as from the engagement on, the employer needs to fulfill several formalities concerning the personnel/ staff:

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- The employer is obliged to join several (social security) institutions, namely:
 - A fund for annual vacation or pay holiday pay directly to the employee.
 - Danish labour market supplementary pension (ATP)
 - An approved maternity fund
 - The employer is also obliged to close an industrial injury insurance
 - The employer is also obliged to pay
 - a subscription to the labour market occupational disease insurance.
 - a labour market contribution
 - a contribution to the employers traineerefund (AER).
 - financing contribution (FIB), if you are registered after the Danish VAT-law or law on fee of payroll
 - other formalities:
 - The employer and the employee need to close an employment agreement (by writing).
 - Dismissal:
 - By the employer:
 - The employer can end the employment agreement at any time by dismissing the employee, without any formalities.
 - However, a difference needs to be made between a lawful dismissal (this is a resignation / notice or a dismissal for urgent matters) and a unlawful dismissal (in which case the employer will need to pay a compensation to the employee)
 - A dismissal can also be lawful, though unjustly, in which case also a compensation will have to be granted to the employee
 - Notice / resignation: the employer can lawfully make an end at the agreement by granting the employee a notice period, during which he can stay at work. This notice has to be done in writing, according to

several formalities. Otherwise the notice will be considered as null and a compensation will have to be paid.

- By the employee:
 - Also the employee can make at any time an end at the agreement for urgent matters or by granting a notice period.
 - In case of a dismissal without notice or without complying to the rules for dismissal for urgent matters, he will have to pay a compensation to the employer.

30. *Social security regulations*

The Denmark Social Security implies mainly: the regulation concerning pension, the unemployment, the insurance for work accidents, the insurance for occupational diseases, the family allowance, annual vacation and the health insurance.

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EUROJURIS INTERNATIONAL BUSINESS GROUP:

who we are

Eurojuris International

Eurojuris was formed in the late 1980s with the objective of providing clients with access to legal advice and representation from local lawyers throughout Europe and worldwide.

Eurojuris is now the leading network of law firms in Europe and worldwide with over 600 member firms and approximately 5000 lawyers. In addition Eurojuris can, through its correspondent firms, provide access to local firms in many other countries throughout the world. Members and correspondents are always well established medium sized independent law firms satisfying the Eurojuris criteria.

Eurojuris aims to provide more than just a reliable directory of legal firms. A permanent headquarters with full time staff to manage the organisation was created in 1993 and its responsibilities include co-ordinating numerous national activities, publishing brochures, newsletters and guides, organizing meetings and congresses, promoting specialist groups and setting up an organisation to provide cohesion among different legal systems and business cultures.

The Eurojuris commitment to quality is paramount and is maintained by ensuring that management procedures and work methods are tailored to match the client needs and are dynamic and open to constant improvement. It is also essential that all Eurojuris International members understand and implement approved work methods and that regular internal and external control procedures are reviewed on a systematic basis.

Eurojuris International Business Group

The Eurojuris International Business Group (Eurojuris IBG) is one of a number of the Eurojuris practice groups. Eurojuris IBG is a proactive, business generating group that was formed to enable a small group of Eurojuris members to focus on the needs of business clients. Members of the Eurojuris IBG are experienced in their practice areas and leaders in the international legal and business community.

Eurojuris IBG members aim to provide a Partner level service to clients and, through close co-operation with European colleagues, to provide a consistent and seamless service.

Eurojuris IBG aims to offer a uniform presentation and mutual legal education schemes with common practices and to develop common services for the clients of member firms.

As more and more businesses find that improved communication and access opens the way to more international trade, the need for legal representation throughout a number of jurisdictions becomes essential. Eurojuris IBG provides access to expert local knowledge through a lawyer in the jurisdiction of the client's head office.

The members of Eurojuris IBG maintain close levels of co-operation and knowledge of each other's firms. This is achieved not only via the usual media of email, fax and telephone, but also through regular meetings, some of which take place in the offices of the member firms to enable members to understand the way in which they can better serve their client's needs.

The members of Eurojuris IBG fulfill very strict criteria: they are business minded, they work with business clients across Europe and overseas, they all work in the English language and have some knowledge of other European languages. Importantly they are equipped with the most up to date information technology systems and maintain substantial Professional Indemnity Insurance.

How to expand **your business** across borders



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