How Brexit Is Affecting Shipping Contract (Focusing On Jurisdictions, Choice Of Law And If London Will Remain An International Dispute Centre)

Abstract

The report presents the disputes regarding the Brexit and UK in which London has been focused as the main hub of dispute resolution or conflict. Brexit refers to the Great Britain and the state of Northern Ireland, as well as Gibraltar's separation from the EU, as well as the European Atomic Energy Community. As a result of Brexit, the marine industry is expected to be hit harder and faster than the rest of the economy. In other words, the way Brexit affects the quantities of trade carried by ships and transferred via ports would have ramifications for the maritime sector. A number of ports will remain open to UK-based and EU-based ship operators after Brexit. As opposed to the United Kingdom, several EU member states do not allow third-country cabotage. Multiple UK businesses would suffer if the cabotage privilege was taken away from them. Britain has entered an era of transition, and it is unclear whether or not earlier judgments can be trusted on beneath the new rules, and if so, to what level they may be used. There will either be a need for new regulations or for existing ones to be adopted in the United Kingdom's legal system. All that's left to figure out is if current convention rules have a lot of practical value or if they're extremely controversial. Tests must be done on temporary measures, as well as the circumstances for implementing them. As a result of the 1968 Brussels Convention, judgments may be accepted and enforced prior to Brexit, in civil and commercial disputes. Reg. (EC) No. 44/2001 mainly supplanted this agreement. Guideline 1215/2012 and the Acknowledgement and Implementation of Statements in Civil and Commercial Matters, the updated Brussels I Regulation, which control English courts' civil jurisdiction, were both drafted in 2012 by the European Union. Only when the Regulation transferred authority to the forum country's law does traditional UK law apply in the interstitium of a contract.

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1. Introduction

Brexit refers to Northern Ireland and Great Britain, as well as Gibraltar's separation from the EU, as well as the European Atomic Energy Community. As a result of Brexit, the marine industry is expected to be hit harder and faster than the rest of the economy. In other words, the way Brexit affects the quantities of trade carried by ships and transferred via ports would have ramifications for the maritime sector. A number of ports will remain open to UK-based and EU-based ship operators after Brexit. As opposed to the United Kingdom, several EU member states do not allow third-country cabotage. Multiple UK businesses would suffer if the cabotage privilege was taken away from them. By becoming a third nation or third state under EU law, UK marine and port interests will no longer be entitled to the advantages of EU membership. Entities participating in international business transactions must be governed by a clear and unambiguous legal framework that clearly defines their rights and obligations.[1] A contract's terms and conditions must be understood by both parties in order for them to be able to take action if they are in violation of the contract's terms. An international convention is often considered the most effective way to clarify legal difficulties that arise in international commercial transactions, given that there are so many different legal systems and responsibility schemes. International conventions were used to achieve the desired harmonisation by the conference of on Trade and Development (UNCTAD) and United Nations.

There is a large body of international law that supports and promotes maritime transportation. In accordance to Hague and the Vienna Convention, The Rules of Hague-Visby and the Hamburg-Rules are also called International Instructions Clarification of Trade Terms (INCOTERMS) und

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[1] K Takahashi, "Jurisdiction in Matters Relating to a Contract: Article 5(1) of the Brussels Convention and Regulation" (2002) 27 European Law Review 530.

UCP 500 have all contributed to the consolidation of law involving to worldwide sales of goods and the transference of cargo. There are a few exceptions, however. Clauses on influence and choice of law can help to reduce the risk of a lawsuit going forward. The annexation of clauses in initiating proceedings and the applicable law to the contract, on the other hand, is not always effective in meeting the parties' wishes and expectations. In the end, the decision was made based on practical factors. There are many factors that go into a decision, such as the facts of the case at hand, which method the parties believe is best, and which method best suits their needs. Since the United Kingdom is no longer a affiliate of the European Union, it has become a third state, and the question arises as to whether or not regulatory alignment can be achieved. Prof Reid outlined two possible approaches to departing from EU maritime regulations following Brexit. As a first option, we could de-regulate, but this comes with its own set of dangers and challenges. Our appeal is diminishing. If you prefer, you can also improve maritime industry standards for everyone involved in the maritime industry. He described the latter as an opportunity for leadership and an independent position within the International Maritime Organization. Mr Wombwell agreed with this at the IMO.

The UK is frequently led by EU interests, but Brexit will allow us to take the lead once more, particularly in the superyacht sector, where we have long been a global leader. Despite Brexit, Prof. Reid said, the UK would still be destined by the IMO contract's rations after the vote. There would be the option to revert to IMO standards where those requirements have been gold-plated by the EU, but Mr Hampton argued that there are pros and cons to diversifying away from EU common standards. For the UK shipping industries, it may provide possibilities, but moving away from a degree of commonality may also present challenges. It was explained by Professor Emily Reid how the maritime sector operates in the United Kingdom. International law serves as an

overall framework," she said at the outset.[2] As a result of international conventions such as UNCLOS, ILO agreements and treaties, international law has incorporated a great deal of international standards (IMO). However, Professor Reid argues that while international law is legally enforceable, the power to implement it is frequently lacking. It had incorporated into EU law most of the IMO conventions. So, these policies now have the teeth and ability to be enforced.' According to her, such limits can be enforced directly by individuals, even private parties, in a court of law. She also said that the EU tends to "gold plate" or "improve" IMO standards, particularly those relating to the environment and pollution. For the UK to maintain its reputation as a trustworthy partner for foreigners, as well as its own in terms of executing judgments, the EU now has numerous accords with the non-member states on how to impose foreign dominion.

Research Objectives

The research is based on some questions related to the Brexit and UK, these are below:

- To analyse the effects of Brexit on the Shipping Contracts of UK.
- To understand the jurisdictions and case laws in direction to overcome the harmful penalties of Brexit on the Shipping contracts of UK.
- To highlight the key situation of London regarding the Brexit issues.

Research Questions

- What are the effects of Brexit on the Shipping Contracts of UK?
- What are the jurisdictions and case laws highlights about the facts in order to overcome the negative consequences of Brexit on the Shipping contracts of UK?
- How London is playing the key role in this scenario?

[2] [1983] 1 AC 565

Structure of Dissertation

The dissertation has five sections and the first section gives the overview about the Brexit and its impacts on the shipping contracts of UK. The second section consists of Literature Review, including the jurisdictions, case laws and the situation of London regarding the traditional and current trends of shipping contracts in UK and also their relationship with the consequences of Brexit. The third section comprises of the methodology of the dissertation and gives the readers to a deep though that how this dissertation connects the traditional procedures and jurisdiction in accordance to the current scenario of Brexit and UK shipping contracts. The fourth section is the analysis of all the relevant findings from the dissertation and at last the dissertation is concluded in the section five with key aspects of the dissertation.

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2. Literature Review

Jurisdiction

Britain has entered an era of transition, and it is unclear whether or not earlier judgments can be trusted on below the new rules, and if so, to what degree they may be used. There will either be a need for new regulations or for existing ones to be adopted in the United Kingdom's legal system. All that's left to figure out is if current convention rules have a lot of practical value or if they're extremely controversial. Tests must be done on temporary measures, as well as the circumstances for implementing them. As a result of the 1968 Brussels Convention, judgments may be accepted and enforced prior to Brexit, in commercial and civil disputes. Reg. (EC) No. 44/2001 mainly supplanted this agreement. Directive 1215/2012 the Gratitude and Implementation of Verdicts in Civil and Viable Matters, the updated Brussels I Regulation, which control English courts' civil jurisdiction, were both drafted in 2012 by the European Union.[3] Only when the Regulation transferred authority to the forum country's law does traditional UK law apply in the interstitium of a contract. A remission is granted in the great majority of cases when the offender is not domiciled in affiliate state of the European Community or a member of the Lugano agreement. For commercial and civil enforcement, the Brussels Regulation is by far the most significant European regulation. You'll find there is a set of guidelines for courts in EU member states to use when deciding whether they have jurisdiction over cases that involve several EU nations. To execute this law, all (still) 28 EU member states' courts must recognise and enforce court rulings in cross-border issues inside the European Union. In addition, it does not apply to

[3] [1973] AC 500

arbitral processes that are purely national in nature or those that begin, generate, or end on or after January 10th, 2015.

There were three main goals of this treaty: to minimise duplication in the judicial system of associate states, to abridge the credit and implementation of judgments, and to reinforce the legal shield afforded to inhabitants of member states. Brexit is not probable to have a significant impact on contract flexibility because of all of these considerations. If there is a change in EU legislation, it will affect the rules of law that apply to conflicts and the courts that have jurisdiction over them. Because of this, companies should be aware of how Brexit will affect contractual clauses specifying English law, Welsh law, and UK courts, as well as judgements made by the UK courts. There were some transitional provisions in the 2019 EU-UK Withdrawals Agreement, primarily for proceedings that began by the end of enactment period, on 31 of December, 2020; however, the EU-UK Trade and Support Agreement (TCA),[4] which was agreed on December 24, 2020, makes no longer-term provisions in these areas. They examine the long-term consequences and alternatives to the preceding system that the UK has established or is proposing. Uncertainty surrounds whether or not the UK will be able to achieve its goal of joining the Lugano Convention. Considering the possibility that there will be no overarching intercontinental promise with the EU on these problems, dealings should be mindful of the remaining post-Brexit background and study it carefully when entering into cross-border contracts with EU counterparties or when cross-border arguments arise. This means that companies which resolve their disputes through arbitration have nothing to worry about. A key part of the Brussels I Rule is the Article 5(1)(b), which contains two sections regarding influence in situations telling to sales and amenities contracts. Complex contracts are defined as contracts that have several performance sites and many duties, or a

[4] [19393] AC 277

combination of both of these. Due to its ratification, changes have occurred in the allocation of jurisdiction for contractual disputes.

The contract requirements and the facts of the case determine the place of performance, not the appropriate legislation. The judges for the place of presentation are allocated authority regardless of the duty that is the foundation of the entitlement. The same restrictions still apply to other contracts. The courts are given jurisdiction over the entity in dispute for the residence of presentation of the typical obligation, effectively separating the nature of the obligation from the grounds of the proceedings and eliminating the problematic of distinguishing between the principal and ancillary duties. When a characteristic obligation has several execution places, as in Color Drack, identifying wherever the items remained brought or must have been brought, and somewhere the amenities were given or should have been providing, becomes more challenging. Color Drack requested a court order for the delivery address of its registered office when Lexx International refused to reimburse the price of unsold items that were to be returned.[5] The European Law court of Justice (ECJ) decided that Object 5(1)(b) practical somewhere the whole transfer was to be complete in a single Member State, heedlessly of whether the delinquency occurred in one or many places. Article 5(1) aims to harmonise the norms of both international and local jurisdiction, and it is adequate for determining the competent court. As a result, global jurisdiction over the benches of the country where the full distribution takes place should not be rejected, nor should local jurisdictional norms be questioned. Furthermore, the ECJ declared that all contract-related issues must be decided by a single court. This court will be selected based on Article 5(1)

[5] Van Kerckhoven, Sven. "Post-Brexit leadership in European finance." Politics and Governance 9, no. 1 (2021): 59-68.

of proximity: There are numerous spaces for goods distribution, the of performance must be implicit as the site where the contract and the court with jurisdiction have the strongest link.

In most situations, the closest linking component will be at the principal distribution site, which must be chosen based on cost considerations. If the main site of distribution could not be strongminded, the ECJ detained that the applicant might submit his whole right in court for each location of distribution of his excellent. It was unclear after Color Drack whether the norm established there might be applied to situations in which items were delivered or services were performed under the contract in numerous Fellow Conditions. The ECJ addressed this doubt in the Rehder and Wood Ground judgments. In this case, the ECJ absolute to follow the rule recognised in Color Drack: where services are provided at multiple locations in dissimilar Member States, it is also required to classify the location with the neighbouring connecting factor among the contract in enquiry and the court taking prerogative, in precise the location where the agreement's main delivery of service is made.[6] After stating to Colour Drack and Rehder, the ECJ detained that the place where the agent was to carry out his work on behalf of the principal, which included preparing, negotiating, and, where appropriate, concluding the transactions for which he had authority, was the place where the main provision of services under a commercial agency contract was the place where the agent was to carry out his work on behalf of the principal, which included preparing, negotiating, and, where appropriate, concluding the transactions. If the contract did not specify a location for the main delivery of facilities and the manager had previously provided the facilities in agreement with the contract, the location of the main delivery of amenities was the location where the mediator had carried out his activities in the performance of the contract for the

[6] Breckenridge, Alasdair, and Peter Feldschreiber. "Impact of Brexit on UK and EU drug regulation and patient access." Clinical Pharmacology & Therapeutics 105, no. 4 (2019): 923-925.

most part. All data should be examined when picking this space, predominantly the amount of time spent at numerous locations when delivering services and the significance of the activities conducted there. If no site for primary service provision can be determined using these criteria, this location will be presumed.

Entering Lugano Convention

The Lugano Convention is the outcome of an agreement reached in 1988 between six EFTA memberships - Norway, Switzerland, Iceland, Austria, Sweden and Finland, and the current 12 EU member states. The Regulation was superseded in 2007 by the "Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters." Only Iceland, Norway, and Switzerland ratified the contract at the time because the rest of the European Union had yet to join. The objective was to provide a framework for dealing with cross-border legal difficulties in tort, contract, and commercial law.[7] It was written in line with the Brussels Convention, and it was construed by the European Court of Justice. Three extra procedures have been implemented to prevent the two regulations from being applied in different ways. Regulations on the execution of jurisdiction can be found in Articles 38 through 56.

A judgement made in a State bound by this Pact and enforceable in that State shall be executed in additional State sure by this Convention when it has been declared enforceable there on the application of any interested party, according to Article 38 of the Lugano Convention. In the UK, however, such a decision may be carried out in England and Wales, Scotland, or Northern Ireland provided it has been registered for enforcement on the application of any interested person in that part of the nation. The other legislation governs the court application and the procedure

[7] Eastern Pacific Chartering Inc v Pola Maritime Ltd

after it is filed. Exclusive authority agreements are overseeing by additional rules. The United Kingdom may benefit from Article 38. Especially since a claim can be enforced in any national that is a signatory to the Lugano Convention. As a result, several possibilities will arise and each and every one of the members Though Article 38 provides a particular provision for the United Kingdom, requiring registration in England, Wales, Scotland, or Northern Ireland for enforcement.[8] Pending now, this legislation only functional to EFTA memberships. Because the UK will be preserved similarly to them after Brexit, enforcing jurisdiction will be required to register in a specific area of the UK. Another disadvantage is that an application is required. Regardless of the numerous regulations that regulate the application procedure, it will take time and money. The convention's main flaw is the exequatur procedures. They are initiate in Article 39 when read in combination with Annex II.

The tender must be submitted in the applicant's home state. This is the most substantial deviation from the Brussels Ia Regulation, and it will provide the United Kingdom with extra practical challenges. Furthermore, the application must be decided by a second judge, and in some cases, the application may be denied. Even if the court rules in the petitioner's favour, the opposing parties have the right to appeal. Under Article 43, the opposing parties have this right. This means that not only the jurisdiction, but also the enforcement, might be challenged in court. Afterward such a demand, much added time will pass previously the claim may be imposed. The Lugano Convention's standing should also be examined. It's built in the same way as the 2001 Brussels Regulation, which was exchanged by the Brussels IA Regulation.[9] As a result, the United Kingdom's credit rating would be reduced. The Lugano Convention of 1988 was established as a

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[8] Queen's Bench Division (Commercial Court) [2021] EWHC 1707 (Comm)
[9] E V International Trustee and Vita Foods v Unus

follow-up to the Brussels Convention of 1968. Regulation (EC) 44/2001, or Regulation (EU) 1215/2012 of the European Government and of the Assembly on prerogative, credit, and implementation of judgements in public and marketable proceedings (recast) (Recast Brussels Regulation), has essentially superseded it. The convention presently covers ties between European Union residents who resided prior to 2014 and some areas of EU affiliate states that are not followers of the Amalgamation. In the case of the State of French, they are the French overseas territories and Mayotte, and in the case of the Netherlands, Aruba.

Ratifying The Hague-Choice of Benches and Convention

The Hague Pact on Courts of First Instance may be signed by the United Kingdom. Because the European Union has signed the Convention, it presently applies to the United Kingdom; nevertheless, signing this covenant will be thinkable and necessary after Brexit. It was written in 2005 and will go into effect in Mexico and the EU Participant States in 2015. (With the exception of Denmark). A second agreement with Denmark was signed on October 19, 2005, expanding the convention's scope to Denmark as well. Finally, in 2009, Singapore and the United States joined the pact. The pact has limited worldwide significance due to the vast number of nations who signed it, but it does give a solution to the enforcement problem. The chosen courts must be either the contracting state's regular or special courts. "The courts of Italy/ United Kingdom/ France/ Germany," for example, would be a wide court, but "the Commercial Court of Stockholm/ Vilna/ Riga" would be a specialised court. At that time, any other court must be eliminated. Following the execution of the contract, the contracting parties may transfer exclusive jurisdiction to the United Kingdom. This is the central point of the Agreement. All contracting countries must adhere to exclusive authority agreements.

Some Key Articles of the Agreement

Article 5: The courts of a Constricting National named in a select excellent of law court contract take power to resolve a matter to which the contract smears except the contract is unlawful and void below the law of that State. Article 6: Unless a select choice of court agreement exists, proceedings may be postponed or dismissed by a court of a Constricting State other than the selected court. Exclusive jurisdiction exclusions follow Article 6. Article 8 regulates jurisdictional enforcement: A decision made by a court of law of a Astringent National chosen in an exclusive choice of court contract is familiar and implemented in extra Astringent Conditions in accordance with this Section. Only the reasons set out in this Convention can be used to refuse recognition or enforcement.[10] Article 5 is necessary not solitary to oblige the Constricting States to achieve an covenant, but also to exclude the issue from the requirement that it be heard by the designated court. Only if the treaty is null and void beneath the State's legislation is this possible. Another restriction is included in Article 19: A state may municipal that its courts will refuse to consider disputes in which an exclusive choice of court agreement applies if there is no construction among the parties or the argument other than the designated court's location.

This permits a state to claim that the issue will not be resolved if there is no relationship between the state and the party. It is possible that the United Kingdom will be able to prevent such crises. Similar requirements can be found in Article 20. This Article permits a court to junk to enforce a right if both parties were residents of the chosen State and the parties' relationship, as well as all other features of the dispute, was entirely connected to the requested State. If the UK signs the deal, it will be treated as any other non-member state. The problem is that this rule only applies where the bashes have already granted to an exclusive control agreement in favour of a

[10] Agrawal, Rini. "The Effect of Brexit on International Arbitration." Ct. Uncourt 4 (2017): 2.

constricting state's court. Inappropriately, in the present European application climate, this is the norm.[11] Also, the UK will be worried to join a group that will co-operate with the European Union. Underneath the current conditions of its party-political strategy, it is impossible to anticipate if the UK would sign additional cooperation agreements. Furthermore, a regulation is necessary because Denmark did not join the pact. As a result, the agreement isn't well-controlled enough to establish a firm plan for the United Kingdom. Finally, the most major disadvantage is that this rule will apply jurisdiction but leave enforcement to the courts' discretion. As a result, it is no longer a feasible choice for the UK.

Choice of Law

Prior to Brexit, UK contract litigation was governed by the rules of the EC Regulation 59/2008 on the Law Appropriate to Contractual Obligations, often known as the Rome I Regulation, for contractual duties, and the EC Regulation 59/2008, the Rome II Regulation, for non-contractual obligations. The Rome I Regulation has been in force since December 17, 2009, when it replaced the Rome Convention of 1980, and it applies to all contracts made into after that date. Because, according to Art. 22(1), a state that consists of several territorial units measured a nation for the drives of determining the valid law, such as United Kingdom, which consists of England, Wales, Scotland, and Northern Ireland, this Regulation pragmatic to the United Kingdom. For the purposes of assessing the appropriate laws under this article, the United Kingdom is to be considered a nation. Furthermore, Art 2 states any legislation stated in the Rule shall be practical, irrespective of whether it is the law of a associate state.[12] Considering the preceding, the Regulation is equally applicable from an English perspective whether the distant

[11] Dixon, M. (2013), Textbook on International Law, 7th Edition, Oxford University Press Academic UK, [Insert City of Publication]. Available from: VitalSource Bookshelf.
[12] Carr, I., and Stone, P. (2017), International Trade Law, 6th Edition, Taylor & Francis, [Insert City of Publication]. Available from: VitalSource Bookshelf.

joining is with another EU nation, a country outside the EU, or even additional part of the UK. Art 2.5 further offers flexibility by allowing the adoption of international agreements to which one or more member states were parties at the time the Regulation was implemented and which laid forth conflict resolution standards for contractual commitments.

In the majority of provisions, the Rome I and II Regulations do not discriminate between EU member state and non-member state legislation, and they may operate properly even if there is no reciprocity between states. This shows that there are no compelling reasons to postpone creating UK choice of law rules for contractual and non-contractual obligations arising under these Regulations after the United Kingdom exits the EU. The UK's ratification of the Rome Convention was clearly favourable at first, and not simply because of Art 22. It was established in The Hollande that Art 25 saved the process of the UK Posture of Belongings by Sea Act 1971, and that this types The Hague Visby Rubrics pertinent to deliveries from also the UK or extra astringent national, with the consequence that they override a choice of foreign proper law in such a shipment. Furthermore, it preserves the operation of Article VIII (2) (b) of the International Monetary Agreement, which makes exchange contracts involving the coinage of a Global Monetary Fund (IMF) associate national that violate talk switch rules upheld or compulsory in accordance by the IMF Contract unenforceable in additional member states. In the United Kingdom, the Bretton Woods Contracts Act 1945 and Order 1946 apply this provision.[13] Furthermore, the Rome Convention can support the English term "proper law of the contract" because most contract-related issues are governed by a single law, referred to in the Regulation as the contract's governing or relevant law. We can turn to Art. 3 and 4, which apply the parties' shown implied decision, or

[13] Felix M Wilke (2015) The impact of the Brussels I Recast on important “Brussels” case law, Journal of Private International Law, 11:1, 128-142, DOI: 10.1080/17536235.2015.1033204

in the absence of any such choice, to the nation most closely related, which is typically believed to be the performer's domicile, or Art. 20, which merely indicates the interval law of the mentioned country. A common requirement in together the Rome I Regulation and traditional English law is that the gatherings to a contract expressly agree on the contract's appropriate law. Cases like E V International Trustee and Vita Foods v Unus Shipping illustrate this.

The inferred option or the closest association is applied in the preceding example. In February 2019, the UK Parliament passed the Contractual Obligations and Non-Contractual Obligations (Amendment etc.) (EU Exit) Regulations 2019. Under the Regulation, the UK continues to utilise the Rome I and Rome II criteria to control the applicable contract law and the law governing non-contractual obligations. The Regulations specify a few minor exceptions arising from the UK's changed situation as a result of Brexit, where they may apply to Rome I and Rome II Regulations in various ways, notably in relation to Art 7 of the Rome I Regulations, which deals with insurance contracts. The Regulation ensures the legal certainty necessary in the post-Brexit era by establishing that UK law will continue to reflect the Rome I and II Regulations' provisions. Moving on to the Rome I and II Regulations, which are not based on reciprocity, EU Member States' courts will continue to defend English-language selection rules, indicating that London remains a key dispute centre, subject to certain exemptions.[14] Similarly, the Rome II Regulation is not founded on mutuality, and once the gatherings have decided that non-contractual obligations would be governed by English law, the EU Member States' courts will uphold that decision. The Rome I Regulation emphasises this point by requiring that an express choice be respected even if the chosen law has no other connection to the contract and even if the choice was

[14] Cowell, Richard, Geraint Ellis, Thomas Fischer, Tony Jackson, Thomas Muinzer, and Olivier Skyes. "Environmental Planning after Brexit: Working with the legacy of EU environmental directives." (2019).

made to avoid mandatory rules contained in the law of the country most closely connected to the contract, which would have applied in the absence of an express or implied choice. For the right to choose a non-related law, the reason is to provide commercial ease.

If the law of choice is well-developed and familiar to the parties, but all the connected laws are obscure or speculative, then it may be convenient to use the same law for related transactions such as a chain of sales of identical goods even though all of the connected laws are obscure or speculative, and vice versa. When considering Brexit as a third nation, it's important to remember to look for the stated legislation. For example, in Oakley v Ultra Vehicle Design LTD, there is no requirement for a written or other formality for an express choice of law, thus an oral agreement to the applicable legislation made during the conversation leading up to closing a substantive contract in writing will be valid. According to Article 3 (2), a contract's proper law can be replaced by an express decision made after it's been signed, even while it would not impair the contract's formal validity or adversely affect the rights of other parties. In Art. 3 (3), the parties' choice of law does not prohibit the implementation of sections of that other country's law that cannot be derogated from an agreement, and Recital 15 confirms this.[15] "Article 3(1) gives parties flexibility to pick the legislation that applies to their agreement," Cooke said in Caterpillar Financial Services v SNC Passion. Otherwise, the agreement is not a domestic agreement that solely affects one nation therefore Art. 3 (3) does not apply. It also refers to contract components in a way that goes well beyond the scope of any country's mandatory rules. Arbitration of maritime issues takes place in two different courts, the Commercial and Admiralty Courts, depending on the claim. These processes are governed by the English Civil Procedure Rules (CPR), which also incorporates

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[15] The impact of Brexit on Shipping and ports law

particular rules and practise instructions relating to admiralty claims (CPR 61) and claims initiated in the Commercial Court (CPR 58 and Practice Direction 58).

A speciality court under the High Court of Justice's Business and Property Court, the Admiralty courts deal with maritime law and maritime law issues. As well as collisions between ships and disagreements over cargo transportation and salvaging of a ship and its cargoes as well as mortgages and other security for ships, these courts also hear cases involving injury claims by passengers as well as unpaid wages claims by ship crews as well as claims by shipowners to limit their liability for loss or damage. In personam claims are made against a ship's owner, whereas in rem claims are made against the ship itself, as well as other types of vessels and cargo. Ships and cargo can also be "arrested" and disputed in England.[16] Commercial courts, on the other hand, deal with complex national and international corporate concerns. In addition to contracts and business documents, insurance and reinsurance cases have been heard as well as commodities sales and import/export and product transportation, carriage, awards, banking and financial services, agency and management agreements, as well as shipbuilding. Contrary to popular belief, even while these matters can be handled at the Circuit Commercial Court (CCC), Commercial Court only handles the most difficult cases or those involving a large amount of money. In a similar vein to the Admiralty Court, it's part of the Business and Property court of the High Court of Justice (HCJ).

Dispute and London

What sets London apart is prominent facets of the UK's economic and political predicament, a subject addressed in Jane Pollard's analysis of the rough effects of economic expansion in the United Kingdom (UK). When it came time to vote on the UK's departure in 2016, London had the

[16] Reid, Colin T. "Brexit and the devolution dynamics." Environmental Law Review 19, no. 1 (2017): 3-5.

greatest percentage of people A Large Labour vote in London was once again notable even though it is bordered by electable home-based districts in the southeast of England support in 2017 General Elections. It has been well documented since at least the early 1980s that London's economy has fared far worse than the respite of the UK, particularly in previous trade hotbeds such as the Midlands and North. International financial centre (IFC) and its links through new financial cores, notably those located in Europe. For these challenges to be addressed, financial geographers must collaborate. A spatially active research approach to the international financial system is essential for achieving this aim, and we show how theoretical and methodological toolkits created in financial geography may be mobilised for this purpose. Applying a networked spatial imagination to financial centre s is important to understand the implications of Brexit on London's International Financial Centre (IFC).[17] So supremacy is "something generated and re-made; a fragile success sensitive to the networked skills of many bankers, brokers, dealers, and investment managers, which rests on their own opinion about what is good. London's hallmarks as an IFC has been its ability to regenerate." People were worried that due to issues in the investment banking business model, which had been crucial for London in advance of the crisis, London's supremacy as an IFC would be undermined.

As opposed to the rest of the UK, financial and commercial services in London returned quickly after 2008 and have risen in the five years afterward. It grew less reliant on investment banking as the City attempted to attract other financial intermediaries, including asset managers and new types of consultant businesses, and develop new financial products, such as those related to climate change mitigation and RMB internationalisation. It is not possible to eliminate or transfer London's power as an IFC to any other financial hub in Europe, Asia, or New York in this

[17] Reid, Colin T. "Brexit and the devolution dynamics." Environmental Law Review 19, no. 1 (2017): 3-5.

way. Instead, it is the ability to reinvent oneself, especially in the face of adversity, that is required. To understand the power of IFCs from a networked perspective, we need to understand how the people who work there become powerful as "architects of financialisation based on their ability to mobilise and choreograph financial actors to offer a complex range of financial services to corporate clients" through their everyday work practices.[18] Because London is a major international financial centre (IFC), Brexit could have an impact on its size, structure, governance, competitiveness, regulation, and influence The migration of London's financial ecosystem to other European financial centre s is predicted to give many European financial centre s competitive advantages based on their respective functional competence and regulatory and legal expertise.

[18] Cygan, Adam, Philip Lynch, and Richard Whitaker. "UK Parliamentary Scrutiny of the EU Political and Legal Space after Brexit." JCMS: Journal of Common Market Studies 58, no. 6 (2020): 1605-1620.

3. Methodology

An important goal of this chapter is a conceptualization on how this dissertation uses a socio-legal perspective on issues. A few of the issues to be addressed are: This style of research is based on a set of assumptions about the nature of law and legal argumentation. To what extent are social sciences related to law? These students or researchers may be interested in participating in socio-legal study for a variety of reasons. We'll do this by looking at five important sociological research areas and how they try and make a contribution to knowledge in their own distinctive way. As a result, doctrinal legal research culture has been challenged by socio-legal research.[19] "How legal rules, doctrines, legal judgments, institutionalised culture, and legal practises combine to produce the reality of law in action" was the goal. Its proponents have successfully encouraged legal scholars to exhibit greater policy innovation by acknowledging law's role as simply one kind of regulation and cautioning against too doctrinal understandings of the topic.

Legal Mobilisation

It's hard to tell how the law and social movements are related. Social movement activists use a number of legal methods in their campaigns for social, political, and economic change, including lobbying, litigation, and administrative advocacy. In this dissertation a one-way movement of Brexit utilise rights to express their grievances is to build and strengthen their collective identity and to encourage its members to take action against the UK. It is possible to change laws, regulations, and enforcement processes through the legal system. For their part, legal procedures and the use of attorneys may constrain social movements by channelling protest and other forms of radical activity via established political institutions and the legal system. Many theoretical and

[19] Oxford Analytica. "Brexit will challenge UK civil service." Emerald Expert Briefings oxan-db (2017).

empirical inquiry have been spurred by these inherent tensions in legal mobilisation: When will individuals and groups turn to the courts to achieve their political or social goals?[20] When it comes to assessing the efficacy of social movements in courtrooms, policy arenas and beyond in what way does legal mobilisation affect social movements' collective identity? Accordingly, research on social movements' mobilisation of legislation complements and gives alternatives to court-centric studies of social transformation by providing a bottom-up perspective in the context of London.

Court Rule

When it comes to the judiciary, it makes a difference. An effective system has a major impact on social well-being, supports economic growth and safeguard the person from arbitrary State control. Nations that are moving from authoritarian authority to democracy frequently regard the establishment of a constitutional court as vital for democratic consolidation. Sociologists and political scientists have increasingly focused on judicial issues in recent decades, given the role of the courts. Globalization has resulted in an increase in domestic and international judicial power that has been seen, recorded, and analysed by a diverse group of investigators.[21] So-called untrammelled democracy has been blamed for World War II and its crimes, and the court has come to be seen as a check on it. Even in the most conservative and authoritarian civil law traditions, courts have been permitted, or have empowered themselves, to invalidate with finality acts of Parliament and even plebiscites that they believe to be unconstitutional. When it comes to analysing situations when people's rights are at risk, judges have gone far beyond their traditional

[20] Pasculli, Lorenzo. "Seeds of systemic corruption in the post-Brexit UK." Journal of Financial Crime (2019).
[21] Baldini, Gianfranco, Edoardo Bressanelli, and Emanuele Massetti. "Who is in control? Brexit and the Westminster Model." The Political Quarterly 89, no. 4 (2018): 537-544.

duty by asserting authority not just to invalidate democratically passed legislation but also to set new general norms in all sectors of life.

Economic Approach

To do this, socio-legal research must be seen from an economics perspective. This might be done by examining the logic and effectiveness of social legal norms, using the Capability Approach of economist Amartya Sen and Martha Nussbaum's work. Developed in the field of welfare economics, the Capability Approach was designed to promote justice and human development in particular. As a result of human rights, people's abilities can improve. To operationalize capability in policy, such as corporate responsibility, financial services and consumer protection, the socio-legal research investigates approaches to operationalise capability.

Methods of Research

Each of the data collection techniques discussed in this part has a sociological or philosophical foundation, and the notions are linked to the student's first literature review on how to create an appropriate research subject. The following controversial issues in social science research will be given specific attention. a. Perform you know what you're looking for when you do research? In the same manner, do qualitative and quantitative methods claim to be socio-legal study. Why do we pick the techniques that we use to collect the data we need based on the assumptions we make? Where do these assumptions come from philosophically? Is it possible to grasp knowledge and truth by comparing and contrasting different methods? Which distinctions apply when research findings are used to support an argument and the final text of a thesis must evaluate the validity of the original study design? Qualitative empirical systems generally used diagonally the social

disciplines are not methodically used to study law.[22] This is unexpected because qualitative approaches are mainly well suited for studying the types of indication, and developing the types of influences, we typically see in law appraisals. Court choices alone offer remarkably extensive and in-depth standpoints on law, on the movements of various investors, and on the societal context in which these operate. Compositions, statutes, managerial regulations, statements, and interrogatories are among the numerous readily available sources attorneys draw from.

Qualitative Analysis

When it comes to the study of law, qualitative empirical methods are not used as often as they are in other fields such as the social sciences. 2 We were surprised by this because qualitative techniques are predominantly well-suited to analysing and generating the kind of evidence and arguments that we classically see in law analyses. Just the court pronouncements themselves may give a plethora of information about legislation, the actions of numerous parties, and the sociocultural context in which they operate. For their research, lawyers study a range of sources including constitutions, laws and governmental rules as well as depositions and interrogatories. Moreover, the activities that take place inside legal processes in order to generate distinct pieces of evidence are interconnected. The sequence in which the cases are decided is essential, for example, since preceding rules connect the cases. These interdependencies are specifically investigated using qualitative analytic methods in legal academia, which is why they are so valuable to legal scholars. Statisticians use a different set of processes, in which one observation has no influence on the next. As opposed to using qualitative research methodologies, legal scholars choose to use doctrinal analytic approaches to conduct their study. Studies in the social sciences and doctrinal analysis frequently provide conflicting data. Legal academics are

[22] Civil Jurisdiction and Judgments Act 1982

encouraged to pay attention to circumstances in which the uppermost national court delivers a major judgement that departs from precedent, for example, by using doctrinal instruments.[23] Due to the fact that sophisticated courts can overturn lower courts, and it would be abuse to ignore key changes in the law. Therefore, several books and articles focus on historic US Supreme Court judgments as Brown v. Board of Education and Roe V Wade. For this reason, it is often difficult to make reliable generalisations about law and society by focusing on ground-breaking cases. In qualitative data analysis, it is particularly challenging to combine creativity and rigour. Qualitative data is often large and unstructured, which necessitates careful thinking on techniques for organising and interpreting it. Analysing qualitative data does not need the use of theoretical tools, but they should be founded on theories about how to comprehend and explore the social environment.

Ethics

It is possible that major ethical issues would arise during socio-legal research projects. Consideration of ethical issues and ethical reasoning is essential in social studies.

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[23] Van Kerckhoven, Sven, and Jed Odermatt. "Euro clearing after Brexit: shifting locations and oversight." Journal of Financial Regulation and Compliance (2020).

4. Findings and Analysis

As noted in earlier chapters, the Brussels I Regulation has had a considerable influence on the allocation of jurisdiction in complicated contracts. Just to name a few examples, the difference between main responsibilities and secondary duties in sales or service contracts is meaningless. Characteristic obligation always refers to an obligation that falls under a court's jurisdiction, and the courts for the place where that obligation was performed have jurisdiction over the entire case. Another important finding was that courts have jurisdiction over the major place of performance of the distinctive duty, which is established by economic factors in instances involving several delivery or service locations. If a primary performance site cannot be determined, what happens next is unclear. However, in Color Drack and Rehder the European Court of Justice (ECJ) held that the courts in each place designated by the claimant to perform have jurisdiction over the entire matter. If such a situation arises, however, the court in Wood Floor ruled that the agent's home court had jurisdiction.[24] However, even contracts that are neither sales nor services are subject to the restrictions set forth by the ECJ's case law under the Brussels Convention. This eliminates the possibility of granting jurisdiction to the incorrect court. But there's also the question of the court not having jurisdiction over the matter. It followed that the ECJ did not guarantee that Article 5(1) of the Brussels Convention would provide the court jurisdiction over the matter if it was sufficiently closely connected to that of the ECJ's ruling in this case. As a result of defendant's poor performance, chances were highest in these cases. Having the court that had a sufficient factual link to the problem have jurisdiction was a matter of chance in all other respects. Mainly

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[24] Van Kerckhoven, Sven. "Post-Brexit leadership in European finance." Politics and Governance 9, no. 1 (2021): 59-68.

because substantive law rules determining where duties must be performed do not have the same proximity aim as jurisdictional standards.

Recasting it's a requirement of the European Communities Act 1972 that UK courts adhere to Brussels Regulation. Those consequences will be eliminated if Britain leaves the EU. When Brexit happens, what rules will take its place if Parliament doesn't decide to legislate new ones by default? Section 2(1) of the Civil Authority and Judgments Act 1982 delivers at smallest part of the explanation. There will be judicial notice of the Brussels Conventions in the United Kingdom. According to Section 1(4) of the 1982 Civil Jurisdiction and Judgments Act, there is a ladder of regulations between the Reformed Brussels Regulation, the Brussels Agreements, the Lugano Pact, and The Hague Agreement of 2005. However, the UK is only certain by the Recast Brussels Regulation, the Lugano Convention, and the 2005 Hague Convention to the extent that it remains a member of the Union. The Lugano and Hague Conventions were retained by the European Union, not the UK. After Brexit, if Parliament does nothing in this area, we'll go back to the old rules from the Brussels Convention of 1968.[25] It's important to note that the Brussels Convention and the Recast Brussels Regulation contain major differences. In addition, those that combined the EU in 2004 but did not ratify the 1968 Convention are significant outliers. On the other hand, the 1971 Procedure to the Brussels Convention would also be resurrected in the future. CJEU is empowered to rule on matters pertaining to the Brussels Convention brought before it by UK courts under this protocol. Similar to Article 267 TFEU, which gives the CJEU the ability to law on initial referrals in a broader sense. In London, international arbitration is a well-known practise. Historically, commodities trading, insurance, and shipping were all developed in London, and the

[25] Breckenridge, Alasdair, and Peter Feldschreiber. "Impact of Brexit on UK and EU drug regulation and patient access." Clinical Pharmacology & Therapeutics 105, no. 4 (2019): 923-925.

City has a global reputation as a major financial centre. In addition, there are legal concerns to consider. Undoubtedly, the implementation of civil judgments is one of the most important issues in the world right now. As a result of its EU membership, the United Kingdom now has a highly regulated enforcement system in place. Member states are empowered to enforce judgments against one another under the reformed Brussels Regulation. After Brexit, many people are worried about what will happen next. One of London's advantages as a venue for international arbitration is its ability to enforce decisions that are most important in the context of litigation. This will continue to be the case, regardless of what the UK's position is in the EU.

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reach, in their home state's court.[26] Only those traders who were located within the Brussels I Regulation's territorial scope was able to take advantage of this provision under the 2001 regulation Although a physical presence is no longer essential, the other party must engage in some type of commercial activity within the European Union. There has also been an end to what is known as exequatur proceedings to enforce a judgment from one-member nation in another, it had to be deemed enforceable by a second court before it could be enforced (in the other member state). As a result of this, the process could yield months, cost money, and provide little or no advantage to either the individuals complicated or the judicial system as a whole A declaration of enforcement is no longer required under articles 36 (1) and 39.

A similar argument can be made for court clearings and the legal execution of legitimate tools, as well. This means that if the UK-EU talks fail to produce a viable result, the UK will lose its membership status without a spare treaty in place. Hard Brexit would have unanticipated damaging effects on the UK and EU economies. However, it would be difficult to enforce jurisdiction without a legal foundation. The current Brussels system would be made obsolete as a result of this. In terms of legal clarity, this solution may be politically appealing to some, but it poses a huge risk to creditors in Europe and the United Kingdom.

[26] Agrawal, Rini. "The Effect of Brexit on International Arbitration." Ct. Uncourt 4 (2017): 2.

5. Conclusion

Therefore, the European Free Trade Association (EFTA) and the European Union, which at that time consisted of 12 member states, signed a convention in Lugano, Switzerland in 1988. In addition to Norway, Sweden was also a member of EFTA together with Iceland, Switzerland, Austria, and Finland. It was replaced in 2007 with the "Convention on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters." It was ratified by Iceland, Norway, and Switzerland because all other countries had already become members of Europe's single market and customs union. According to the treaty, cross-border conflicts involving tort, contract, and commercial law are regulated. According to the European Court, it was negotiated based on Brussels Convention and was then interpreted by the court. To prevent the two regulations from being applied differently, there are three additional protocols. The United Kingdom could benefit from the provisions of Article 38 Because a claim can be enforced in any state bound by the Lugano Convention, this is particularly important. There will be ample chances for everyone as a result of the group's efforts." As far as the United Kingdom is concerned, Article 38 requires enforcement to be registered in England, Wales, Scotland, and Northern Ireland. Until now, only EFTA members are subject to this legislation. To enforce jurisdiction, a separate registration will be required in one part of the UK because the UK will be handled similarly after Brexit. It is anticipated that if the United Kingdom quits the EU, the framework provided by the Rome I and Rome II Regulations will no longer apply in the United Kingdom. If it's possible, the United Kingdom could accomplish it. It is possible to choose for the same or equivalent conflict of law rules.

This set of guidelines. Without any legislative action, Consequently, the UK courts will have to adopt the existing legal system. It also includes requirements that come from the UN a collection

of international conventions and treaties. Recognising and executing civil and commercial judgments taken by courts in EU member states in other EU member states is presently governed by the Brussels Regulation Recast, a key piece of legislation enacted by the European Union. Brussels Regulation Recast's purpose is to make cross-border decisions by EU member courts in other EU member states easier to recognise and enforce. It's no longer necessary for someone who wants to enforce a judgment in an EU country to apply for a so-called declaration of enforceability before the local courts but can instead commence enforcement action immediately away. Arbitration is not governed by EU law at this time. An international legal foundation for arbitral awards has been established by the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards ("New York Convention"). A total of 28 EU member states have ratified this treaty, including the UK. Not all countries in Europe have signed the New York Convention. An impending Brexit will not influence the UK applying the New York Convention to arbitral awards issued in EU member states because the New York Convention is not part of EU law, and vice versa. Accordingly, the Brussels I Regulation3 "Brussels Regulation Recast" is a major conflict of laws framework in EU member states, including the United Kingdom.

Additionally, Brexit, is doubtful if both Brussels I and Brussels II will be applicable. Courts in the UK and EU countries will no longer employ the same legal instruments when deciding judicial jurisdiction. After Brexit, courts in EU member states will no longer consider parties from the United Kingdom to be parties domiciled in an EU member state. It's not clear who will fill the void left by the Brussels I Regulation and Brussels I Regulation Recast's non-applicability in Britain post-Brexit. The answer to this question depends on the legal relationship that the UK and EU decide to establish following Brexit. This raises the question of whether the UK can rely on prior

international treaties and whether their applicability will revive after Brexit. These include the Brussels Convention (1968), the Brussels Recast Regulation, and the bilateral agreements signed between the UK and EU member states before the European Union harmonised this area of law on an international level. As of today, the Rome I and Rome II Regulations provide courts in EU member states with the legal instruments they need to establish the law applicable to contractual and non-contractual duties (non-contractual obligations). In both cases, the parties' choice of law is respected, but there are a few limitations. Regulations govern the law that applies to contractual and non-contractual obligations where there is no option for choice of laws.

Therefore, there is a large body of international law that supports and promotes maritime transportation. Vienna Convention, The Hague-Visby-Rules and the Hamburg-Rules are also called International Rules for the Interpretation of Trade Terms (INCOTERMS) und UCP 500 have all contributed to the consolidation of law relating to international sales of goods and the transportation of cargo. There are a few exceptions, however. Clauses on jurisdiction and choice of law can help to reduce the risk of a lawsuit going forward. The annexation of clauses in initiating proceedings and the applicable law to the contract, on the other hand, is not always effective in meeting the parties' wishes and expectations. In the end, the decision was made based on practical factors. There are many factors that go into a decision, such as the facts of the case at hand, which method the parties believe is best, and which method best suits their needs. Since the United Kingdom is no longer a member of the European Union, it has become a third state, and the question arises as to whether or not regulatory alignment can be achieved.

6. Bibliography

Jurisdictions

[19393] AC 277

[1973] AC 500

[1983] 1 AC 565

K Takahashi, "Jurisdiction in Matters Relating to a Contract: Article 5(1) of the Brussels Convention and Regulation" (2002) 27 European Law Review 530.

Case Laws

Bowes v Shand (1877) LR 2 App Cas 455

Case C-381/08 Car Trim GmbH v KeySafety System Srl [2010] ECR I-00000, paras 53–57; Case C-87/10 Electrosteel Europe SA v Edil Centro SpA [2011] ECR I-00000.

Chandris v Isbrandtsen-Moller Co Inc [1951] 1 KB 240; [1950] 2 All E.R. 618

E V International Trustee and Vita Foods v Unus

Eastern Pacific Chartering Inc v Pola Maritime Ltd

Queen's Bench Division (Commercial Court) [2021] EWHC 1707 (Comm)

References

Basel Convention on the Control of the Transboundary Movements of Hazardous Wastes and their Disposal 22 March 1989)1673 UNTS 57.

Carr, I., and Stone, P. (2017), *International Trade Law, 6th Edition*, Taylor & Francis, [Insert City of Publication]. Available from: VitalSource Bookshelf.

Cartel Damage Claims (CDC) Hydrogen Peroxide SA v Akzo Novel Nv and others (C-352/13) EU: C: 2015: 335.document C(2010) 8753) [2010] OJ L 328/15.

CDC Hydrogen Peroxide (C-352/13) EU: C: 2015: 335.

Circular Letter No 1891, 29 April 1996, Agreement concerning Specific Stability Requirements for RoRo Passenger Ships undertaking Regular Scheduled International Voyages between or to or from Designated ports in North West Europe and the Baltic Sea.

Convention on Future Multilateral Co-operation in North-East Atlantic Fisheries (18 November 1980) 1285 UNTS 129; [1981] OJ L 227/ 21.

Convention on Future Multilateral Co-operation in North-East Atlantic Fisheries (18 November 1980) 1285 UNTS 129; [1981] OJ L 227/ 21.

Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (15 November 1965) 658 UNTS 163.

Council Directive 2001/23/EC of 12 March 2001 on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses [2001] OJ L 82/16

Dixon, M. (2013), *Textbook on International Law, 7th Edition*, Oxford University Press Academic UK, [Insert City of Publication]. Available from: VitalSource Bookshelf.

Felix M Wilke (2015) The impact of the Brussels I Recast on important “Brussels” case law, Journal of Private International Law, 11:1, 128-142, DOI: 10.1080/17536235.2015.1033204

Grusic U, ‘Jurisdiction in Complex Contracts under the Brussels I Regulation’ (2011) 7 (2) Journal of Private International Law 321

The impact of Brexit on Shipping and ports law

Van Kerckhoven, Sven. "Post-Brexit leadership in European finance." *Politics and Governance* 9, no. 1 (2021): 59-68.

Breckenridge, Alasdair, and Peter Feldschreiber. "Impact of Brexit on UK and EU drug regulation and patient access." *Clinical Pharmacology & Therapeutics* 105, no. 4 (2019): 923-925.

Agrawal, Rini. "The Effect of Brexit on International Arbitration." *Ct. Uncourt* 4 (2017): 2.

Cowell, Richard, Geraint Ellis, Thomas Fischer, Tony Jackson, Thomas Muinzer, and Olivier Skyes. "Environmental Planning after Brexit: Working with the legacy of EU environmental directives." (2019).

Reid, Colin T. "Brexit and the devolution dynamics." *Environmental Law Review* 19, no. 1 (2017): 3-5.

Cygan, Adam, Philip Lynch, and Richard Whitaker. "UK Parliamentary Scrutiny of the EU Political and Legal Space after Brexit." *JCMS: Journal of Common Market Studies* 58, no. 6 (2020): 1605-1620.

Oxford Analytica. "Brexit will challenge UK civil service." *Emerald Expert Briefings* oxan-db (2017).

Baldini, Gianfranco, Edoardo Bressanelli, and Emanuele Massetti. "Who is in control? Brexit and the Westminster Model." *The Political Quarterly* 89, no. 4 (2018): 537-544.

Pasculli, Lorenzo. "Seeds of systemic corruption in the post-Brexit UK." *Journal of Financial Crime* (2019).

Van Kerckhoven, Sven, and Jed Odermatt. "Euro clearing after Brexit: shifting locations and oversight." *Journal of Financial Regulation and Compliance* (2020).