



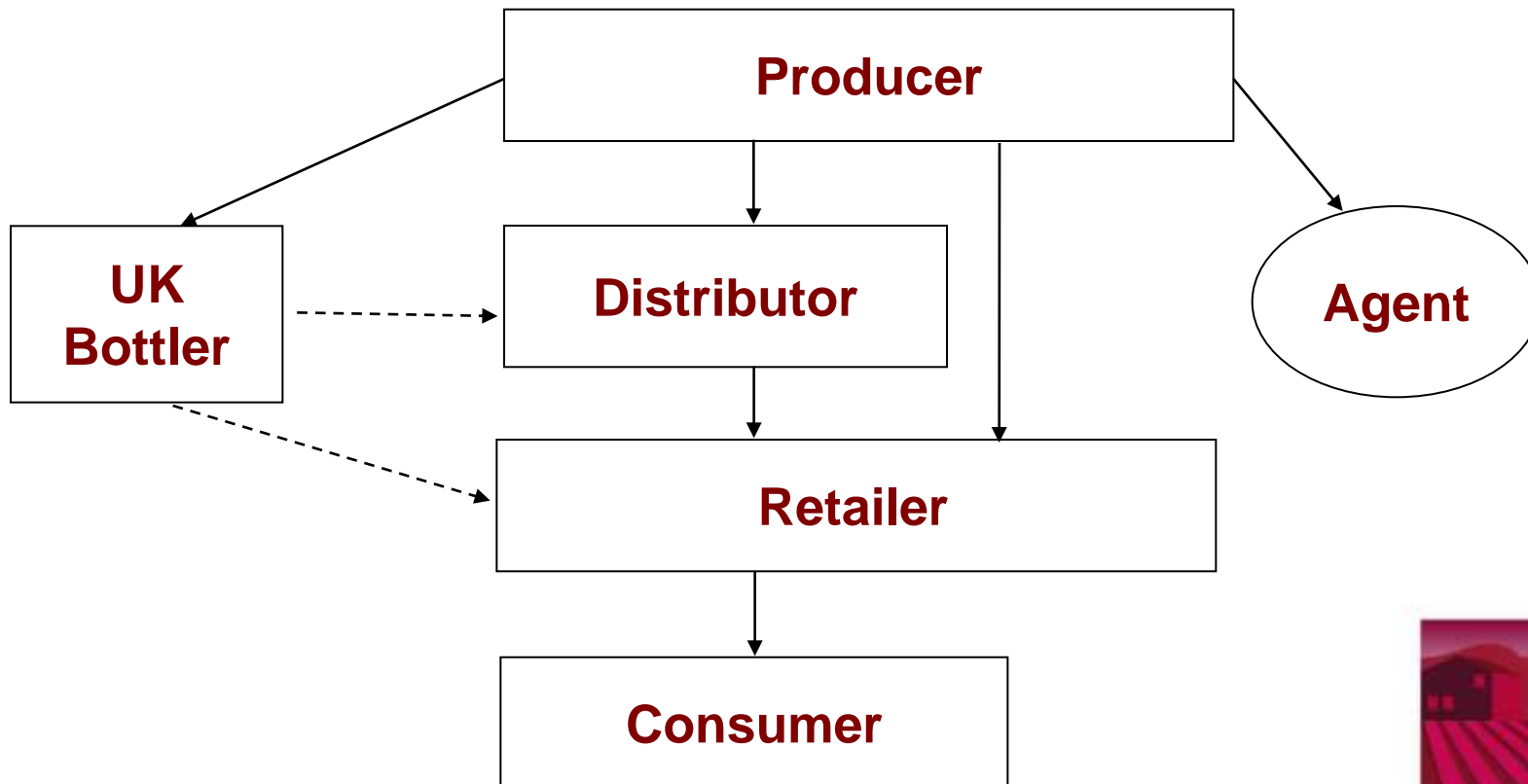
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Termination of Agreements – the UK Perspective

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Supply chain agreements



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Contract law generally – 1

- English law
- Formation of contract
 - express terms
 - implied terms
- Freedom of contract
- Termination for breach
 - repudiation



Contract law generally – 2

- Expiration, or termination if X occurs
- Termination by notice
 - contractual notice
 - reasonable notice
- Disputes and litigation
 - damages for breach
 - compensation for goodwill
 - order to enforce performance
 - mediation/ADR



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General methodology

- Is there a contract?
- What are its terms?
- Can P terminate
 - for very serious breach?
 - for some reason, or in some way, prescribed by the contract?
 - by giving reasonable notice?



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Specific contracts

- Bottling contracts
- Direct supply contracts
 - The Groceries Supply Code 2010



Commercial agency contracts

- The Commercial Agents (Council Directive) Regulations 1993
 - Notice of termination
 - Commission after termination
 - Goodwill compensation
 - indemnity
 - compensation for damage
 - quantification



Distribution contracts

- The CA Regulations do not apply
- Notice of termination
- Damages
- Set-off by distributor
- Stock



Distribution contracts

- New distribution arrangements
 - appointing a new distributor
 - setting up your own distribution
- For further information
 - <http://www.appwinelaw.com/knowledgebase/Detail.php?KnowledgeID=119>

