



THE UK'S ACCESSION TO THE 2019 HAGUE CONVENTION – WHAT IT MEANS FOR DENMARK

As of 1 July 2025, the United Kingdom has become a party to the 2019 Hague Convention on the Recognition and Enforcement of Foreign Judgments in Civil or Commercial Matters. While this marks an important step forward in simplifying cross-border enforcement of judgments for many jurisdictions, it has no practical impact on Denmark – and here is why.

Denmark and the 2019 Hague Convention

Denmark has not acceded to the 2019 Hague Convention, despite its limited participation in the 2005 Hague Convention. As a result, the 2019 Hague Convention does not apply between the UK and Denmark. Considerations are currently being made regarding the implications of Denmark's accession to the 2019 Hague Convention, and the decision is still pending.

2005 vs. 2019 Hague Conventions – Key Differences

	<u>2005 Hague Convention</u>	<u>2019 Hague Convention</u>
<u>Subject</u>	Enforcement of judgments based on exclusive jurisdiction clauses	Recognition and enforcement of most civil/commercial judgments
<u>Denmark</u>	Acceded: 30 May 2018 In force: 1 September 2018	Not a party
<u>The UK</u>	Acceded: post-Brexit In force: 1 January 2021	Accession: 12 January 2024 In force: 1 July 2025
<u>Key Limitation</u>	Applies only to exclusive jurisdiction clauses	Applies also to non-exclusive jurisdiction clauses

The 2005 Hague Convention does not apply to non-exclusive jurisdiction clauses, which are commonly used in finance agreements. These are clauses where one party (typically the lender) can choose between multiple jurisdictions, while the other party (typically the borrower) is restricted to one. Only exclusive jurisdiction clauses are protected under the 2005 Hague Convention.

Recognition of English Judgments in Denmark – No Change Ahead

Despite the UK's participation in the 2019 Hague Convention, the recognition and enforcement of English judgments in Denmark remain unaffected:

- Denmark is not bound by the 2019 Hague Convention, so it does not benefit from the streamlined enforcement it offers.
- English judgments must still be enforced in Denmark under the 2005 Hague Convention, but only where there is an exclusive jurisdiction clause.
- For judgments based on non-exclusive clauses, enforcement in Denmark continues to be complex. Such judgments would not be recognised and enforced in Denmark without re-examination or re-litigation, and it would be necessary to commence new proceedings in Denmark.
- The recent EU judgment in Case C-537/23 confirms that non-exclusive jurisdiction clauses – whereby one party is bound to litigate only before the courts of a designated state, while the other party may also bring proceedings before any other competent court – may be valid. Such a clause is generally enforceable provided that it designates the courts of one or more states that are either EU Member States or parties to the Lugano II Convention, and that it is sufficiently precise to enable the court seised to determine whether it has jurisdiction. This enhances predictability in the recognition and enforcement of foreign judgments within the EU but does not alter the position for English judgments in Denmark where no fully exclusive jurisdiction clause exists.

Summary

Parties to international agreements involving Danish and UK counterparties should continue to pay careful attention to jurisdiction clauses and local enforcement frameworks.

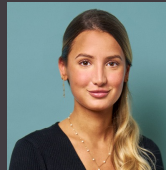
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