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AGENT'S RIGHT TO COMPENSATION FOR THE TERMINATION OF THE AGENCY CONTRACT IN THE LIGHT OF FRENCH LAW

Agent's right to compensation for the termination of the agency contract in the light of French law is different than in the light of Polish law despite the harmonization measures prescribed by the directive 86/653 on the coordination of the laws of the Member States relating to self-employed commercial agents. One of the consequences of the financial termination of an agency contract is the agent's right to compensation for the damage suffered, except the situation where the agent has not notified the principal, within one year after the termination of the agency contract, that the agent intended to claim his/her principal for the compensation where the agent has committed a serious misconduct (fr. "*faute grave*"). Contractual clauses providing for other grounds for refusal to award damages would be subject to a sanction of nullity. In this context, the assessment of the gravity of the „offense” (fr. "*faute*") is left to the sovereign decision of the adjudicating judge in the case in question. Moreover, the amount of compensation for lost commissions can amount to a maximum of two years commissions calculated as average commissions from several (e.g. three) past years of normal performance of the agency contract. Finally, the agent is entitled to compensation for costs and expenses incurred by the principal.