

**Just Beclause:
Unilateral Arbitration Clauses in the Time of Brexit**

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Until the post-Brexit transition period ends on 31 December 2020, the UK retains the benefits of its arrangement for the mutual enforcement of judgments with other EU Member States. This includes English court judgments being recognised and enforced in EU Member State courts. However, it is presently unclear whether these arrangements will be replicated after the transition period and if so, in what form. This uncertainty regarding the future enforceability of English court judgments may create a dispute risk that commercial parties may wish to avoid. One way to do so is to provide for arbitration of disputes, for example, through a unilateral arbitration clause. This article will explain what such a clause is and how it can be used to avoid potential dispute risks posed by Brexit. It concludes with drafting advice.

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