

EUROPEAN FAMILY LAW  
IN ACTION

Volume V: Informal Relationships

*Edited by*  
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Cambridge - Antwerp - Portland

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European Family Law in Action. Volume V: Informal Relationships  
Katharina Boele-Woelki, Charlotte Mol and Emma van Gelder (eds.)

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Cambridge – Antwerp – Portland  
[www.intersentia.com](http://www.intersentia.com) | [www.intersentia.co.uk](http://www.intersentia.co.uk)

ISBN 978-1-78068-323-2  
D/2015/7849/127  
NUR 822

British Library Cataloguing in Publication Data. A catalogue record for this book is available from the British Library.

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## PREFACE

The fifth volume of the European Family Law in Action publications contains detailed information concerning the law on informal relations in twenty-eight European jurisdictions. It has been compiled under the auspices of the Commission on European Family Law (CEFL). The CEFL is an independent academic commission. It aims to contribute to the further harmonisation of family law in Europe through drafting Principles which are based on extensive comparative research.

The previous four volumes entitled European Family Law in Action, which were published in 2003, 2005 and 2007, include national reports on the grounds for divorce, maintenance between former spouses, parental responsibilities and property relations between spouses (Nos. 2, 3 9 and 24 of this series). Upon the basis of this comparative material the Commission on European Family Law has formulated the *Principles of European Family Law regarding Divorce, Maintenance between Former Spouses, Parental Responsibilities and Property Relations between Spouses*, which were published in December 2004 as No. 7, in March 2007 as No. 16 and in July 2013 as No. 33 in this series. To date, the CEFL Principles have been used as a source of inspiration during several national legislative procedures, for example in Croatia, the Czech Republic, the Netherlands and Portugal, but court decisions have also referred to the CEFL Principles.

In order to prepare the fifth set of *Principles of European Family Law on Informal Relationships* the national experts of the CEFL (see pp. xvii-xx) have drafted comprehensive reports on the basis of a detailed questionnaire (see p. 1-9). According to CEFL's working definition, an informal relationship refers to a relationship between a couple, that is not formalised as a marriage or as a registered partnership/civil union. Informal relationships are, in other words, strictly between couples who usually (but not necessarily) live together and share a household: relationships between siblings, between parents and children (whether adults or not), between friends, etc. do not fall within the definition.

The national reports, together with the relevant legal provisions, are available on CEFL's website ([www.ceflonline.net](http://www.ceflonline.net)) whereas this book integrates all the given answers in order to provide a straightforward

simultaneous comparison of the different solutions chosen within the national systems. The comparative perspective reveals that within Europe only a few countries have legislated on informal relationships (Croatia, Finland, Hungary, Ireland, Portugal, Scotland, Slovenia, certain Autonomous Communities in Spain (such as Catalonia), and Sweden), whereas in the majority of jurisdictions the general law of obligations is applied.

This book is the first compilation on the legal aspects of informal relationships in Europe that contains reliable and inclusive comparative material covering twenty-eight jurisdictions. It enables an explicit and systematic comparison which will eventually lead to a new set of CEFL Principles. Given the huge amount of comparative information, however, this may take some time.

Emma van Gelder and Charlotte Mol, two Legal Research Masters students at Utrecht's School of Law, have undertaken the editing of the national reports and this volume. They have done an excellent job!

Katharina Boele-Woelki  
Chair of the CEFL  
Utrecht, June 2015

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