



Basic Principles of the German Civil Law

Freedom of action and contract

In general, every private person of at least 18 years may decide freely if he or she concludes a certain contract and with whom to close the contract under which conditions. The consent of the husband or wife is not necessary.



Types of contract and concluding a contract

A contract is concluded when the participating parties reach an agreement on the main contents of the contract and mutually declare their consent (offer and acceptance). A contract may generally be closed in any desired and agreed form.

Rights and obligations resulting from a contract

Having concluded a contract, all parties are obliged to perform the promised service for the other party (either once or during the whole duration of the contract, e.g. in case of a rental agreement). If one of the parties does not fulfil his or her contractual obligations, this may have serious consequences according to civil law (e.g. collection procedures, lawsuits in front of a civil court, activation of a collection service) or even penalty law (report about fraud to the police).

It is therefore recommended:

- to carefully read and examine any proposed contract before it is signed,
- not to rush in closing a contract,
- not to sign anything you did not understand.

Legal protection

Also in civil law it is forbidden to take the right in one's hands. A contracting party must seek help from the official courts in order to enforce his or her rights.



< links to the film "Concluding, observing, and terminating contracts. That is how the German Civil Law works." on our website www.justiz.bayern.de. In the film, the basic principles of the German civil law are taught in an understandable way in three minutes. It is explained how legal relationships of citizens are regulated between them, what freedom of contract means, but also which legal obligations arise in case a contract is concluded.