IN-DEPTH

Franchise Law

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In-Depth: Franchise Law (formerly The Franchise Law Review) provides an insightful overview of the laws and regulations governing franchise systems in key jurisdictions worldwide. With a focus on recent developments, it also examines the most common practical challenges involved in international franchising, including IP and data protection, tax liabilities and competition law issues.

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Summary

Introduction

Franchising is a well-established and economically significant business model in the Netherlands. In 2025, approximately 936 franchise formulas were active in the Dutch market, operating through more than 34,937 franchised outlets. Franchise businesses employ over 438,800 people and generate annual revenues in excess of €50.5 billion.[1] The franchise sector thus represents a substantial component of the Dutch economy. Franchising in the Netherlands spans numerous industries, with particular concentrations in food and non-food retail, services, and healthcare.

The sector encompasses a broad spectrum of franchise models, ranging from "soft franchise" arrangements, in which the franchisee enjoys considerable freedom to shape its activities within the franchise formula (for instance, by selecting its own product assortment from a broader range available within the formula), to "hard franchise" models in which virtually every detail of the business operation is prescribed by the franchisor. In hard franchise arrangements, the franchisee is effectively relieved of many operational decisions in exchange for surrendering a degree of entrepreneurial autonomy.

The Dutch association named "Nederlandse Franchise Vereniging (NFV)" is the principal industry body representing franchisors in the Netherlands, with approximately 200 franchisor members – roughly a quarter of all active franchise formulas in the country. On the franchisees' side, there are various interest groups and associations that champion the interests of franchisees. The main national organisation is the "Franchisenemers Netwerk Nederland" (Dutch Franchisees' Network).

International franchisors are well represented in the Dutch market and the Netherlands is home to several major international franchise operations, including Subway, Domino's Pizza, IKEA, Accor and Anytime Fitness.

Year in review

The most significant development in Dutch franchise law in recent years has been the entry into force of the Dutch Franchise Act (the "Act") on 1 January 2021. This legislation introduced a new Title 16 to Book 7 of the Dutch Civil Code (DCC) (articles 7:911–922 DCC), establishing for the first time a comprehensive statutory framework specifically governing franchise agreements. The aim of the Act is to strengthen the position of franchisees.

Since the Act's entry into force, a growing body of case law has begun to shape its interpretation. The past year has seen significant decisions on the derivative formula, the scope of the Act's definition and termination of franchise agreements.

Derivative formula

The most high-profile franchise dispute of the past year involves Albert Heijn and the Association of Albert Heijn Franchisees.[2]

Albert Heijn exploits supermarkets with a high range of products, including ready-to-eat meals, and introduced the concept "Maaltijd Thuis" – a delivery service for ready-to-eat meals for elderly people in need of assistance. A central question was whether this constituted a derivative formula within the meaning of the Act. The District Court of Noord-Holland ruled that Maaltijd Thuis qualifies as a derivative formula,[3] reasoning in particular that Maaltijd Thuis offered a product comparable to what Albert Heijn franchisees already sell in their supermarkets, thereby operating as a separate channel for an equivalent product under the same umbrella. Albert Heijn was therefore required-[4] to seek the prior consent of the franchisees before launching the concept. Because no threshold value for expected revenue loss had been agreed, the consent requirement applied whenever any revenue loss for franchisees was reasonably foreseeable, regardless of its magnitude.

The court also confirmed that the consent is not incompatible with EU competition law and cannot be set aside on grounds of conflict with the Services Directive.

However, the court also found that the franchisee association had not acted as a good franchisee: the court declared in the counterclaim that the association had not conducted itself as a good franchisee, having blocked negotiations on the threshold value by conditioning them on separate agreements regarding AH Online.

This ruling is widely regarded as a landmark on the governance of derivative formulas and the introduction of online and new retail concepts within franchise chains. The judgment has, however, not gone without criticism. Both the qualification of Maaltijd Thuis as a derivative formula and the court's assessment of each party's conduct have been questioned in legal practice as leaving considerable room for interpretation. The outcome of the pending appeal is therefore closely watched.

Scope of the Franchise Act

Another important development concerns the scope of the statutory definition of the franchise agreement.[5] In the “Stellantis/PSA Contractpartners”[6] case, the Amsterdam Court of Appeal addressed whether automotive dealer agreements qualify as franchise agreements within the meaning of the Act – a question that has generated considerable doctrinal debate. The broader question of whether selective distribution agreements fall within the Act's scope remains a relevant issue for practitioners.

The Court of Appeal reasoned that whether a franchise relationship exists is determined by the actual content of the parties' relationship, not by the label they assign to it. To qualify as a franchise agreement, it must be shown that the entrepreneur operates its business according to a formula that determines the uniform identity and appearance of the chain. It further observed that the legislative history of the Act provides no basis for concluding that the legislature intended to bring agreements that were not previously regarded as franchise agreements within the scope of the new Act. The Court of Appeal held that the Stellantis dealers, as a group, did not fall within the scope of the Act, because, among other things, the dealers operated under their own trade names, had their own reputations and customer-recognisable identities, engaged in multibrand activities, and also held dealerships outside the Stellantis group. The dealers subsequently lodged a cassation appeal with the Dutch Supreme Court.

In those cassation proceedings, a recent Advocate General opinion[7] before the Dutch Supreme Court concluded that the cassation grounds fail and that the appeal should be rejected. Although an Advocate General's opinion is purely advisory and not binding on the Supreme Court, it carries considerable persuasive weight. This conclusion is well worth reading. This is all the more true given that, in its judgment of 17 July 2026,[8] the Supreme Court did not address the question of classification, but dismissed the appeal in cassation on procedural grounds. Despite this the case provides important guidance on the outer boundaries of the statutory definition of a franchise agreement – particularly for distribution and dealership networks.

Termination

In late 2024, the Dutch Supreme Court decided the "Leen Bakker case"[9] which has been widely discussed in early 2025.

The Supreme Court affirmed that while a franchisor with a valid contractual right to terminate may do so on legitimate business grounds, terminating a long-standing franchise agreement without offering compensation can nonetheless be unacceptable under the standards of reasonableness and fairness, given the duration of the relationship, the franchisee's expectations, unrecouped investments, and the franchisee's dependent position.

The Supreme Court confirmed that even where an agreement provides a termination mechanism, the requirements of reasonableness and fairness may – depending on the nature and content of the agreement and the circumstances – preclude termination, termination without compelling grounds, termination at a particular time, or termination without an offer to pay compensation.

Market entry

Restrictions

The Netherlands has no licensing requirement, no registration requirement for franchisors, and no sector-specific regulatory regime governing the granting of franchise agreements in the Netherlands – neither for Dutch nor for foreign franchisors. Foreign franchisors may freely grant master franchise or development rights to local entities and there are no restrictions on a foreign franchisor holding equity in a Dutch franchise company or owning real estate in the Netherlands. Master franchising is commonly used in practice for the entry of international franchise systems.

Foreign exchange and tax

There are no foreign exchange controls in the Netherlands that are specifically relevant to cross-border franchising. For franchisors establishing operations in the Netherlands, care should be taken to assess whether activities – such as recurrent training, inspections or operational support provided in the Netherlands – give rise to a permanent establishment under Dutch law and the applicable tax treaty (which generally follows the OECD Model). In that case, the franchisor could be obliged to register with the Dutch Tax Administration and be liable for VAT. The franchisor may furthermore need to register as a withholding agent and be obliged to account for payroll taxes and social security contributions. Finally, the franchisor could be subject to Dutch corporate income tax. In cross-border franchise relationships, it is recommended to clearly agree on the currency of payment, the allocation of exchange rate risk and the applicable conversion mechanism.

Intellectual property

Brand search

Trademarks relevant to franchises can be searched through the Benelux Office for Intellectual Property (BOIP) for Benelux marks, the European Union Intellectual Property Office (EUIPO) for EU trademarks, and the World Intellectual Property Organization (WIPO) for international registrations. The online databases maintained by these offices allow verification of the status of trademark registrations, their ownership, and the existence of registered licences. Trade name searches can be conducted through the Dutch Trade Register maintained by the Chamber of Commerce.

Brand protection

Trademark registration in Benelux is effectuated through the BOIP. The registration process involves filing, examination, a period for opposition by third parties, and formal registration. EU-wide protection can be obtained through EUIPO. The Netherlands is a party to the Madrid Protocol, allowing international trademark registration through WIPO. Design rights relevant to franchise trade dress may be registered at the BOIP or EUIPO level.

Enforcement

Franchise agreements typically grant the franchisor broad rights to protect its distinctive signs and intellectual property. Enforcement may be pursued through civil proceedings, including interim injunctions to restrain infringement. The Dutch courts have well-established procedures for IP enforcement.

Data protection, cybercrime, social media and e-commerce

The Netherlands is subject to the EU General Data Protection Regulation (GDPR), which applies to franchisors and franchisees that process personal data. Both parties must comply with GDPR obligations regarding the lawful processing, storage, and transfer of personal data, including in cross-border franchise operations. The Dutch Data Protection Authority exercises supervisory powers and may impose significant fines for non-compliance.

Although the Act contains no provisions specifically addressing e-commerce, online sales have become a central aspect of modern franchise systems. Franchisors and franchisees must comply with the general framework governing e-commerce, and online sales. The applicable Dutch rules are largely based on, or directly derived from, harmonised European legislation and the EU-wider legal framework.

Franchise law

Legislation

As described under “Year in review”, the Netherlands has a dedicated Franchise Act. The Act establishes a comprehensive regime governing the franchise relationship from the pre-contractual phase through to termination and post-contractual restrictions.

The legislation is of mandatory law: its provisions cannot be derogated to the disadvantage of the franchisee. Contractual provisions that conflict with article 7:920 DCC (regarding goodwill and post-term non-compete restrictions) are void. Breaches of other mandatory provisions render the relevant legal act voidable under article 3:40(2) DCC.

The Act is deliberately framed in broad terms to accommodate the diversity of franchise arrangements across sectors. At its core, the Act is built around the overarching principle that the franchisor and franchisee must conduct themselves towards each other as a “good franchisor” and a “good franchisee” (article 7:912 DCC). This general duty draws upon established Dutch civil law concepts, analogous to the duty to act as a "good employer" or "good tenant" found elsewhere in the DCC.

Pre-contractual disclosure

The Act imposes detailed pre-contractual information obligations, primarily on the franchisor. Under article 7:913 DCC, the franchisor must provide the prospective franchisee, in a timely manner, with:

- the final draft franchise agreement, including all annexes;
- a description of the content and purpose of the financial obligations, surcharges, or other financial contributions required of the franchisee, including required investments;
- information concerning the manner and frequency of consultation between the franchisor and franchisees, and the contact details of any franchisee representative body;
- the extent to which and way the franchisor may compete with the franchisee, including through a derived formula;
- the extent to which the franchisee may access revenue-related data;
- where reasonably available, information on the franchisor's financial position; and
- financial data relating to the intended location of the franchise business or, in the absence thereof, financial data from a comparable business, with the franchisor indicating on what grounds it considers the comparator to be comparable.

The franchisor must additionally provide all other information of which it knows or reasonably suspects that it is relevant to the conclusion of the franchise agreement.

The prospective franchisee, for its part, has an obligation to provide the franchisor with timely information on its financial position, insofar as this is reasonably relevant to entering into the franchise agreement.

A mandatory standstill period of at least four weeks must be observed between the provision of all required pre-contractual information and the conclusion of the franchise agreement (article 7:914 DCC). During this period, the franchisor may not amend the draft agreement to the disadvantage of the franchisee, may not conclude the franchise agreement or any agreement inextricably linked to it (other than a confidentiality agreement), and may not encourage the prospective franchisee to make any payments or investments connected with the prospective franchise relationship. This standstill provision was inspired by the equivalent Belgian legislation.

The standstill requirement does not apply to the conclusion of a successive franchise agreement between the same parties concerning the same franchise formula, nor to agreements concluded with a subsidiary or affiliated group company of the franchisee.

Complementing the franchisor's disclosure obligations, article 7:915 DCC establishes a duty of investigation on the part of the prospective franchisee, requiring it to take such measures as are reasonable and equitable to avoid entering into the franchise agreement under the influence of incorrect assumptions. This includes carefully studying the information received, engaging expert advisors where necessary, and potentially making inquiries of other franchisees in the network.

As regards the consequences of breach, violation of the pre-contractual information obligations or the standstill period renders the franchise agreement voidable based on article 7:922 and 3:40(2) DCC. The franchisee has three years from the moment the ground for annulment became available to it in which to invoke this remedy (article 3:52(1)(d) DCC). Further, general principles of private law, such as attributable negligence, error,[10] fraud and tort provide grounds for addressing such breaches by annulment of the agreement (in case of error, fraud) and/or damages (attributable negligence, tort). Compliance with the standstill period can prove challenging in practice, yet observance is critical given the risk of the franchise agreement being rendered voidable.

Clauses in the franchise agreement

Generally speaking, there are three matters following from the Act that should be addressed in the franchise agreement: (1) goodwill (mandatory); (2) a post-contractual non-competition clause; and (3) a threshold amount with regard to the right of consent regarding changes to the franchise formula and if a franchisor wishes to operate a derivative formula.

Ad 1. Goodwill

Article 7:920(1) DCC stipulates that an agreement regarding goodwill compensation must be included in the franchise agreement. It must be agreed how it will be determined whether goodwill exists in the franchisee's business and, if so, the extent of the goodwill and the extent to which it is attributable to the franchisor. Further, it must be set out how the goodwill that can reasonably be attributed to the franchisee is to be compensated to the franchisee if the franchisor takes over the franchisee's business. If the franchisee sells its business to a third party, the franchisor is not liable to pay any goodwill.

Ad 2. Post-contractual non-competition clause

Article 7:920(2) DCC sets out the following requirements for a post-contractual non-competition clause: (1) the clause must be agreed in writing; (2) the clause must relate to the same goods and services as the franchise agreement; (3) the clause must be necessary to protect the franchisor's know-how; (4) the clause may apply for a maximum of one year following the termination of the franchise agreement; and (5) the clause must be limited to the area in which the franchisee operated.

Ad 3. Right of consent

Article 7:921 DCC grants franchisees a right of consent regarding changes to the franchise formula and in the event that a franchisor wishes to operate a derivative formula (for example, a webshop) if this is expected to have financial consequences for the franchisees. It is possible to include threshold amounts in the franchise agreement relating to the financial impact on franchisees, above which the right of consent applies. These threshold amounts must be reasonable. If no threshold amounts are included, the franchisor will in principle require consent for all changes that have financial consequences for the franchisees.

Guarantees and protection

The Act does not contain specific provisions on guarantees. General Dutch civil law governs the provision of guarantees, including personal guarantees and bank guarantees. Both personal and corporate guarantees are enforceable under Dutch law, subject to the applicable protective provisions for private individuals providing guarantees.

Tax

VAT

Franchise services – including the right to use the franchise formula, brand and knowhow – constitute taxable supplies for VAT purposes. In a cross-border B2B context, the reverse charge mechanism generally applies, meaning the Dutch franchisee accounts for VAT in its own return and the foreign franchisor does not need to register for VAT in the Netherlands solely on account of receiving franchise fees. A franchisor and its franchisees cannot, in principle, form a VAT fiscal unity, as franchisees are generally legally and economically independent.

Royalties and withholding tax

The Netherlands does not levy a general withholding tax on outbound royalty payments. A conditional withholding tax on royalties, interest and dividends does however apply to payments made to affiliated entities in low-tax jurisdictions or in abusive structures.

Transfer pricing

Where the franchisor and franchisee are related parties, the terms of the franchise arrangement – including the level of any franchise fee or royalty – must comply with the arm's length principle in accordance with the OECD Transfer Pricing Guidelines. Advance certainty on pricing can be obtained through an Advance Pricing Agreement (APA) with the Dutch Tax Administration.

Employer obligations

A foreign franchisor that seconds employees to the Netherlands for training or operational support may incur Dutch payroll tax and social security obligations, depending on the duration of the secondment and the applicable tax treaty.

Impact of general law

Good faith

Dutch contract law is fundamentally governed by the principles of reasonableness and fairness, as codified in articles 6:2 and 6:248 DCC. The franchise-specific expression of this principle – the duty to act as a “good franchisor" and a "good franchisee" under article 7:912 DCC – goes beyond the general duty of good faith by incorporating considerations specific to the franchise sector.

This duty requires parties to act towards one another with reasonableness and care throughout the entire franchise relationship, from the pre-contractual phase onwards. The franchisor must take into account not only their own interests, but also those of the franchise network as a whole and the individual interests of the franchisee. Where those interests conflict, the parties are expected to engage in dialogue and make genuine efforts to reach a mutually satisfactory solution. The franchisee, in turn, is expected to adopt a constructive attitude and to consider the interests of the broader franchise chain. In the context of recruiting new franchisees, good franchisorship means that the franchisor may not be guided solely by their own interest in expanding the formula but must also have regard for the interests of its (prospective) franchisees. This general standard is given further substance through more specific obligations regarding information sharing and consultation.[11]

Article 6:248(1) DCC gives effect to the supplementary operation of reasonableness and fairness: a franchise agreement has not only the legal consequences agreed by the parties, but also those which follow from the law, usage, or the requirements of reasonableness and fairness. This supplementary effect may fill gaps in the franchise agreement – for example, where no clear arrangements have been made about certain services to be delivered by the franchisor, reasonableness and fairness may in appropriate circumstances give rise to an obligation to perform certain services. Where either party fails to act in accordance with the principles of reasonableness and fairness, Dutch private law provides a range of remedies depending on the nature and gravity of the breach in the light of all relevant circumstances, including the type of franchise formula, the duration of the relationship, the degree of the franchisee's economic dependence, any unrecouped investments, and developments and prevailing standards within franchising. This may lead to claims for damages or dissolution of the (franchise) agreement.

Article 7:912 DCC concretises for the franchise relationship what articles 6:2 and 6:248 DCC provide in general terms: that the legal relationship between contracting parties is governed by the requirements of reasonableness and fairness. Its added value lies in its capacity to colour that assessment with franchise-specific considerations – the inherent structural imbalance between the parties, the chain-wide interests at stake, and sector developments – going beyond the general standard under article 6:248 DCC. Article 6:248(2) DCC provides that a rule binding on parties by virtue of their agreement does not apply to the extent that, in the given circumstances, this would be unacceptable according to standards of reasonableness and fairness. This derogatory effect means that even a validly agreed contractual provision may be set aside by a court if invoking it would produce an outcome that is unreasonable in the light of all relevant circumstances. In a franchise context, this may arise where, for example, a franchisor seeks to enforce a termination clause, a penalty provision, or a non-compete obligation in a manner that disregards the franchisee's legitimate interests. As the Supreme Court confirmed in the Leen Bakker case, even a franchisor with a valid contractual right to terminate may act contrary to article 6:248(2) DCC if, in doing so, it fails to give adequate weight to the franchisee's legitimate interests – including the duration of the relationship, unrecouped investments, and the franchisee's dependent position – without offering compensation. The threshold is high: a contractual provision will only be set aside in exceptional cases. Nevertheless, article 6:248(2) DCC serves as an important safety net ensuring that contractual arrangements cannot be wielded in a manner that fundamentally conflicts with the requirement of good franchisorship.

Agency and distributor model

A franchisee who purchases products from the franchisor and resells them in their own name and for their own account will not generally qualify as a commercial agent within the meaning of article 7:428 DCC. The franchisee operates as a legally and financially independent undertaking, bearing its own entrepreneurial risk. Accordingly, unlike a commercial agent, the franchisee is not entitled to goodwill indemnity under the agency provisions. The statutory franchise goodwill provisions of article 7:920 DCC fulfil a partially analogous protective function, although the legislature deliberately chose not to adopt the maximum compensation cap applicable in agency relationships, given the greater risks borne by the franchisee.

Dutch courts have developed an extensive body of case law on the termination of long-term relational contracts, including distribution and franchise agreements. The leading principles, established by the Supreme Court and consistently applied in lower court decisions, concern the adequacy of the notice period and the potential obligation to pay compensation upon termination. The Leen Bakker case[12] as described above provides an important illustration in the franchise context.

Employment law

Dutch courts may reclassify a franchise relationship as an employment relationship where the factual circumstances demonstrate that the franchisee works under the authority of the franchisor. Such reclassification may have significant consequences, including the application of protective employment law provisions and tax and social security implications. Given the current legislative attention in the Netherlands to the distinction between employment and self-employment, this is an area of continued relevance for franchise practitioners.

Consumer protection

Franchisees are not generally treated as consumers under Dutch law, as they act in the exercise of their profession or business.

Competition law

Dutch competition law follows EU competition law and applies consistently the rules derived from EU Regulation No. 2022/720 on vertical restraints and its Guidelines. The vertical block exemption is of particular relevance to franchise agreements, governing the permissibility of exclusivity clauses, non-compete obligations, and territorial restrictions. Among franchise law practitioners there is discussion whether the Act in certain areas conflicts with competition law. This was also noted during the consultation phase of the Act. However, the legislator noted that the Act exists alongside, and independently of, competition law: the franchise legislation aims to protect the franchisee, whereas competition law aims to ensure effective competition. The two regimes operate independently and do not conflict according to legislature.[13]

Restrictive covenants

During the term of the franchise agreement, non-compete and exclusivity obligations are assessed under EU and Dutch competition law, with particular regard to the block exemption criteria.

Post-term non-compete clauses are governed by article 7:920(2) DCC as described above.

An important practical nuance has emerged in recent case law concerning the know-how requirement under article 7:920(2)(c) BW. Under this article a post-contractual non-compete clause in a franchise agreement is only valid if, among other requirements, the restriction is indispensable to protect the know-how transferred by the franchisor to the franchisee. Recent case law has sharpened how this requirement is applied in practice. The mere existence of a franchise formula and the transfer of some form of operational know-how is not sufficient to sustain a post-contractual non-compete clause. The franchisor must be able to demonstrate concretely that the specific know-how transferred is of such significance that a restriction on post-contractual competition is genuinely indispensable to protect it – and courts are applying that standard strictly.[14]

Termination

The Act does not prescribe specific grounds for procedures regarding the termination of franchise agreements. Termination remains governed by the general provisions of Dutch contract law. A fixed-term franchise agreement expires upon the lapse of its term unless the parties have made arrangements for earlier termination. Further, earlier termination is possible based on a breach, unless the breach does not justify the (consequences of) termination (article 6:265 DCC). Indefinite-term franchise agreements, in which no provisions regarding termination are included, may be terminated by giving reasonable notice and/or paying compensation, subject to the requirements of reasonableness and fairness.

It is important to note that even if the parties have agreed upon a certain termination provision, the reasonableness and fairness could oblige the terminating party to take into a longer notice period and/or offer compensation.[15]

Whether this is the case depends on all the circumstances of the case, such as the duration of the collaboration, the extent to which the terminated party is dependent on the other party, investments the terminated party has made in connection with the collaboration that it can no longer recoup, alternatives the terminated party has for selling its products to another party, justified expectations, etc.

The principal franchise-specific provisions on termination relate to the consequences of termination, namely the mandatory goodwill compensation provisions discussed above (article 7:920(1) DCC) and the limitations on post-term non-compete clauses (article 7:920(2) DCC).

Dispute resolution

Franchise disputes in the Netherlands are resolved through the civil courts, with the district court having jurisdiction at first instance. The legislature considered, but declined, proposals to grant the sub-district court jurisdiction over franchise cases, concluding that the complexity and financial magnitude of franchise disputes warranted the fuller procedural framework available before the district court.

Arbitration and mediation are available as alternative dispute resolution mechanisms. Despite earlier calls from the sector for a neutral dispute resolution platform, no sector-wide mechanism has been established. Interim injunctions are available to obtain urgent provisional measures, for example, to restrain a former franchisee from continuing to trade in breach of a non-compete clause or to prevent a franchisor from implementing contested changes to the franchise formula.

Dutch courts recognise and enforce foreign choice-of-law and jurisdiction clauses. However, the Franchise Act is of a semi-mandatory character: its provisions cannot be derogated from to the detriment of the franchisee. Where the franchisee is established in the Netherlands, these provisions will apply regardless of a foreign law choice, making it important for international franchisors to take the Act into account when drafting governing law and forum selection clauses. The Netherlands is a party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

Outlook and conclusions

The Dutch Franchise Act represents a significant maturation of the Dutch legal framework for franchising. Having now been in force for over five years, with the transitional provisions fully expired since 1 January 2023, the Act has become an established feature of the legal landscape for franchise practitioners in the Netherlands.

The Act was designed to address (according to the legislator) structural imbalances in the franchisor–franchisee relationship that self-regulation had failed to resolve, while preserving contractual freedom and room for innovation. Its framework approach – setting minimum standards while allowing for sector-specific variation – was chosen to accommodate the enormous diversity within franchising in the Netherlands.

Looking ahead, the statutory evaluation clause introduced by article IIa of the Act requires the Minister of Economic Affairs and Climate to report to parliament within five years of the Act's entry into force on the effectiveness and practical effects of the legislation, with particular attention to its effects on the growth of the franchise sector, the scope for innovation, and cooperation within the sector. Although the five-year deadline has now passed, no evaluation report has yet been published. This delay is in large part a consequence of turbulent political developments in the Netherlands, compounded by the broader geopolitical developments that have dominated the political agenda.

Endnotes

1 https://www.nfv.nl/franchise-statistiek/. ^ Back to section

2 District court Noord-Holland 8 January 2025, ECLI:NL: RBNHO:2025:43. ^ Back to section

3 Article 7:911(2) DCC. ^ Back to section

4 Under article 7:921(1) DCC. ^ Back to section

5 Article 7:911 DCC. ^ Back to section

6 Court of appeal Amsterdam, 18 March 2025, ECLI:NL: GHAMS:2025:673. ^ Back to section

7 Prosecutor's Office of the Supreme Court, 22 May 2026, ECLI:NL: PHR:2026:506. ^ Back to section

8 Supreme Court 17 July 2026, ECLI:NL:HR:2026:1285. ^ Back to section

9 Supreme Court 29 November 2024, ECLI:NL:HR:2024:1709. ^ Back to section

10 In that case, the applicable article is 3:52 (1) (c) DCC. ^ Back to section

11 Explanatory Memorandum to the Franchise Act, House of Representatives, 2019–2020 Session, 35 392, No. 3, p. 7 and 8. ^ Back to section

12 Supreme Court, 29 November 2024, ECLI:NL:HR:2024:1709. ^ Back to section

13 Explanatory Memorandum to the Franchise Act, House of Representatives, 2019–2020 Session, 35 392, No. 3, p. 11 and 12. ^ Back to section

14 District court of Central Netherlands, 10 March 2025, ECLI:NL: RBMNE:2025:1235 and District court in Amsterdam, 12 November 2025, ECLI:NL: RBAMS:2025:8931. ^ Back to section

15 Supreme Court, 29 November 2024, ECLI:NL:HR:2024:1709. ^ Back to section

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