Economic operators use various possibilities to develop their activity or extend the scope of it. They can make use of small structures, but they can also make use of other independent entrepreneurs who have specific skills or who extend their action into a geographical territory of interest to them. This is one of the ways in which entrepreneurs link up with commercial agents.

The relationship between an independent entrepreneur -commercial agent- and his principal was addressed early in the EU system. In fact, as it is known, independent commercial agents were regulated at European level by a Community Directive (Directive 86/653/EEC) and by a national Spanish law, transposing it, Law 12/1992 (LCA).

In the first instance, it could be said that this Directive has been revalidated at European level. Indeed, it should be noted that in 2015 the results of a process of evaluation of the Directive were made public, in the framework of the RE-FIT Programme, and it was concluded that, after consultation of the Member States and the sectors involved, the Directive should be maintained. The European text was considered to have fulfilled the original objectives, which were to save the differences in national laws concerning commercial representation whereas these differences substantially affect the conditions of competition and the carrying-on of that activity within the Community and are detrimental both to the protection available to commercial agents vis-à-vis their principals and to the security of commercial transactions.

Concerning the Spanish current rules -Law 12/1992 (LCA), the content itself of the Law has been strengthened. This reinforcement can be said to come from the fact that its content is included with identical rules in the 2018 Proposal for a Commercial Code of the Commercial Section of the Codification Commission. In fact, the Proposal includes the agency contract among these collaboration contracts and essentially maintains the regime already in place in LCA, considering that it has been generally accepted by the doctrine, and has also been the subject of relevant jurisprudential development. Even if the Proposal is paralyzed for the moment, no one doubts that it is a text of clear doctrinal legal value.

On this basis, the author, Alicia Arroyo, makes use of the great opportunity to offer a work once more than two decades of these texts have passed and both have been highlighted as necessary and adapted to the present day. The author rigorously and comprehensively addresses the figure of independent commercial agents and the agency contract from the perspective of the practical problems that have arisen in the exercise of the activity in order to extract the legal principles and analysis from the already important jurisprudence of the ECJ and the national courts.

It is very notable that we are dealing with a systematic study of the figure of commercial agents and the agency contract from the perspective of the practical problems that have arisen in the exercise of the activity in order to extract the legal principles and analysis from the already important jurisprudence of the ECJ and the national courts.

The treatment of the interesting European and national case law is also a very remarkable point of this book. Of great value is the final list of all the Cases before the ECJ and the inclusion in each section of the work of those outstanding aspects, in
a way used in the treaties of other countries in our environment.

It should be stated that the contents of the book are structured in a pragmatic, clear and direct way. Thus, the International Aspects close Chapter II, which also addresses the delimitation of the characteristic activity of the agent, preceded by the Introductory Notions (Chapter I), followed by the Exercise of the Agent's Activity (Chapter III) and the Obligations of the Agent (Chapter IV). Very relevant in this Chapter are the antitrust aspects and how practical solutions are offered. With regard to the remuneration of the agent and other obligations of the principal (Chapter V), the systems of remuneration are clearly highlighted. Finally, the last chapter - Chapter VI - is devoted to the termination of the contract, not only as regards the causes of termination of the agency contract but above all as regards the most important allowances.

In fact, with regard to the international aspects, the well-known judgment in the Ingmar case is cited. In this case it was considered that some articles of Directive 86/653/EEC which guarantee certain rights to commercial agents after termination of agency contracts, must be applied where the commercial agent carried on his activity in a Member State although the principal is established in a non-member country and a clause of the contract stipulates that the contract is to be governed by the law of that country. But the book before us not only mentions that Judgment of the ECJ but also those of the Wood Floor Case (C-19/09), Unamar (C-184/12), Agro (C-507/15), so we can say that the treatment of the cases is very complete.

All these reasons make us think that this is a necessary and very useful book that we must celebrate.