The choice of applicable law reflects the scope of party autonomy in the substantive law. Consequently, its limitations respond to cases in which the substantive law mandatory and semimandatory provisions are applied. In private international law the parties have more possibilities to influence the applied law, but only choosing the applicable law they can do it in a direct way. The choice of applicable law should be consented by the parties, as it is a kind of legal act. The exercising of freedom of choice is regulated whether directly by substantive provisions or indirectly by traditional rules of conflict of laws. The freedom of choice performs a number of functions. First and foremost it is aimed at prevention of the unpredictability of the law which should be applied to the particular case. Similarly to the jurisdiction clause the choice of applicable law can contribute towards a more efficient legal court proceedings. Within the scope of family law it can also reflect the need to express one’s cultural identity. The Polish system of private international law is constructed with provisions issued in various classes of legal instruments, mainly in the EU regulations and in the domestic Act on Private International Law. The system is complemented with norms of multilateral and bilateral international conventions which do not express any rights to exercise the freedom of choice. The conflict of laws in Poland can be described as dynamic and unstable. On the one hand the Act on Private International Law is quite recent, on the other hand more and more areas of private legal relations are coming under the European regulations. The limitations of freedom of choice have been expressed in three kinds of provisions: the substantial provisions and the rules on conflict of laws of the first and the second degree. The defiance to some limitations cause the invalidity of the clause of choice of applicable law. It concerns the closed catalogue of laws.
which the parties are allowed to choose among, the personal limitations and the special requirements on the form of choice. Other limitations, by contrast, have the effect of eliminating some provisions of the chosen applicable law and replacing them with norms of other law. These are: limitations introduced with the aim to protect the weaker party of a legal relation, limitations targeted at the interests of the third party and the restrictive impact on the applied law of the international mandatory provisions and public policy. In the Polish Act on Private International Law the freedom of choice has become an general part institution. In the EU regulations the corresponding role is not yet so explicit due to the dispersion of rules of conflict of laws, but in both keystones of the Polish system of private international law the freedom of choice is gradually becoming one of the main principles of conflict of laws.