TECBAR Review

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The Newsletter of the Technology and Construction Bar Association

in association with informa law

Chairman's Message

At the heart of Magna Carta, buried amongst antique provisions whose significance has vanished, lies clause 40 : *'To no one will we sell, to no one will be deny or delay right or justice'*. In modern times we take these historic words for granted. Unlike Sir Edward Coke we do not cry out *'Magna Charta is such a fellow, that he has no sovereign'*. On the contrary, we rather treat it as axiomatic that our system complies with these principles established at Runnymede in June 1215. Thus we rightly do not question the incorruptibility of our judges nor their daily determination to comply with their judicial oath to do *'justice according to law'* to the parties who come before them.

But as we approach the Charter's 800th anniversary – and its celebration through the Global Law Summit (GLS) to be held in London on 23-25 February 2015 – it is timely to pause and reflect on the full extent of our compliance with the axioms of clause 40. On the positive side, the TCC can take real credit for the procedures which it has established to defeat 'justice delayed', notably through the brisk timetable in applications for summary enforcement of adjudication awards. But what of the wider issues of access to the Courts? With the atrophy of legal aid, how stands the old jibe that the law, like the Ritz, is open to all? With sharply increased issuing fees for claims to the Employment Tribunal, is there, in substance, no denial of justice to the aggrieved employee? And what if there were to be substantial increases in fees for access to the Courts in the Rolls Building?

TECBAR will be a major contributor to the GLS through participation, together with COMBAR and the Chancery Bar Association, in an showcasing event entitled *'International Business Disputes : Resolution in the Rolls Building'* (details elsewhere in this issue). Our enthusiasm for the GLS and this event is qualified only by a determination that the spirit of Runnymede should be to the fore.

Michael Soole QC

From the Editor

In this adjourned Winter 2014 issue of the TECBAR Review, Richard Osborne writes about the decision in *AB v CD* [2014] EWCA Civ 229, and the significance of contractual limitation provisions in the context of injunction applications to restrain a threatened breach of contract (and in particular having regard to whether damages would provide an adequate remedy). Our second article is by Fionnuala McCredie QC and Paul Bury, and concerns the issue of adjudicator appointments in the light of the recent case of *Eurocom v Siemens*. The latter is one of the last decisions to be handed down by Ramsey J, who has of course recently retired from the bench. The TCC's loss is the arbitral community's gain, and we wish him all the very best in his return to practice as a leading commercial arbitrator.

Mark Chennells, Editor

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A "strong prima facie*" case of fraudulent misrepresentation*

In adjudication, the identity of the adjudicator can be of critical importance. Not only do adjudicators decide the referred dispute, they also deal with questions of jurisdiction, and manage the fairness of the process.

Some experienced users of adjudication develop favourites or those they would rather avoid.

Not surprisingly, referring parties have sought to influence the appointment of the adjudicator by the nominating body ("ANB"). The courts have generally taken a permissive view of this. For example:

- In *Makers UK Ltd v Camden*, it was held that there was no implied term preventing a referring party from making unilateral representations to the ANB as to who should act as the adjudicator. Akenhead J noted that this practice was "*at least not uncommon*" and held that ANBs may want to consider whether they welcome such representations, and whether notice of such representations should be given to the other side.
- In *Lanes Group plc v Galliford Try Infrastructure Ltd*, the Court of Appeal held that a referring party who gets an adjudicator it does not want can allow the referral to lapse. At first instance, Akenhead J referred to the "*relatively minor*" constraints on such a practice, such as the extra costs and the nomination fee.

Eurocom Ltd v Siemens plc

In *Eurocom Ltd v Siemens plc*, the referring party ("Eurocom") had strong views as to the identity of the adjudicator. Its representative, Knowles Ltd, applied to the RICS for a nomination. The RICS's nomination form contains two boxes, the first where particular characteristics can be named. The second box asks the referring party to name anyone who might have a conflict of interest. In this case, this was completed as follows:

> "We would advise that the following should not be appointed:
>
> Mr Leslie Dight and Mr. Nigel Dight of Dight and Partners; Mr. Slamak Soudagar of Soudagar Associates; Rob Tate regarding his fees – giving rise to apparent bias; Peter Barns for dispute of a minimum fees charge and apparent bias; Additionally Keith Rawson, Mark Pontin, J R Smalley, Jamie Williams, Colin Little, Christopher Ennis and Richard Silver, Mathew Molloy who has acted previously or anyone connected with Fenwick Elliott solicitors who have advised the Referring Party."

At this stage it is necessary to introduce a little history of the matter. The works were the installation of communications systems at Charing Cross and Embankment underground stations for London Underground. Siemens sub-contracted Eurocom to carry the works out. The works were delayed and disputes arose between the parties. Eurocom commenced a first adjudication for payment under the contract but was unsuccessful. In a decision dated 27 September 2013, Mr Matt Molloy (the first adjudicator) held that the balance of the account was in Siemens' favour.

The second adjudication

Over a year later on 21 November 2013, Knowles served a notice of adjudication on Siemens and gave notice that they would be applying to the RICS for the appointment of an adjudicator forthwith. The RICS appointed Mr Anthony Bingham (the second adjudicator). Neither Eurocom/Knowles nor the RICS sent the form to Siemens.

Siemens asked for the nomination form on 29 November 2013, day 3 of the adjudication. After some persistence, it eventually received the form from the RICS on 7 January 2014, day 39 of the adjudication (which ran to day 60). Upon receipt of the form, Siemens asked Eurocom and Knowles to explain what the alleged conflicts of interest were. Of particular significance was the fact that Mr Molloy had been named as one of those conflicted on the basis that he had "*acted previously*". This was important because the RICS's explanatory note to the nomination form explained that where there was a series of adjudications under one contract, "*Normal policy is to nominate the same adjudicator because of potential savings in costs and time*".

No explanation for the alleged conflict was given by Eurocom or Knowles, who continued with the adjudication, this time obtaining an award of £1.6 million.

Enforcement proceedings

It took Eurocom almost 6 months to commence enforcement proceedings. When it did, the court directed it to:

> "*disclose copies of all communications relating to the appointment of the adjudicator and, in relation to any potential adjudicator whom it claimed to have a conflict of interest, within ten days of service of this order it is to state briefly what that conflict of interest was.*"

The explanation given by Mr Giles of Knowles was:

> "*I largely use this box as a means of stating which adjudicators, based on previous experience, I would not send a referral document; in effect a pre-emptive rejection list. This saves time and money that would otherwise be expended in allowing notices of adjudication to lapse and reapplying for alternative adjudicators. In the instances where there is a conflict I obviously say why.*"

The approach adopted appeared to be using the application form as a way of avoiding even the "*minor constraints*" Akenhead J referred to in *Lanes Group v Galliford Try*.

As regards the inclusion of Mr Molloy, the explanation given was that:

> *"with regard to Mr Matthew Molloy who had adjudicated on a previous dispute between the parties, I considered that he had been inundated with jurisdictional challenges and I thought that a fresh mind was appropriate."*

Siemens' challenge to enforcement

Siemens resisted enforcement (among other grounds) on the basis that the adjudicator's appointment was invalid because:

- There was a clear misrepresentation. A false statement was made deliberately and/or recklessly and a nomination based upon such a misrepresentation was invalid and a nullity so as to go to the foundation of the adjudicator's jurisdiction.
- It was an implied term of the sub-contract that the party seeking a nomination should not subvert the integrity of the nomination process by knowingly or recklessly making false representations to the ANB or so as improperly to limit or fetter the ANB's ability to choose an adjudicator.

Fraudulent misrepresentation

With regard to fraudulent misrepresentation, Ramsey J held that the statement in the conflicts box that *"the following [adjudicators] should not be appointed"* was a false statement. In particular, he held that there had not been any justification in saying that Mr Molloy was conflicted:

> *"Mr Molloy dealt with jurisdictional challenges raised by Siemens early in that adjudication and rejected them, deciding in favour of Eurocom. Such challenges are common in adjudication and there does not seem any justification either in saying that Mr Molloy was inundated with such challenges or in there being a need for a fresh mind on that basis. There was clearly no conflict of interest."*

Thus the first adjudicator who received and rejected jurisdictional challenges was not conflicted out of a subsequent adjudication on that basis. The judgment endorses RICS's policy that, unless there are particular reasons not to, it will save time and costs in serial adjudications if the same adjudicator is appointed.

As to whether the statement was made deliberately or recklessly, Ramsey J held:

> *"63. On an application such as this for summary judgment based upon evidence in witness statements without cross examination it is not appropriate for me to come to a concluded view as to whether Mr Giles acted fraudulently in making that false statement. However the evidence gives rise to a very strong prima facie case that Mr Giles deliberately or recklessly answered the question as to whether there were conflicts of interest so as to exclude adjudicators who he did not want to be appointed. Indeed he says in paragraph 9 of his first witness statement that that was the reason he mentioned those people in that box. It is very difficult to understand how Mr Giles, as a non-practising barrister, could otherwise complete that box in that way.*
>
> *64. Again this is supported by Mr Giles' explanation of the reason he included Mr Molloy within that box. I find it very difficult to accept his explanation as to a fresh mind which, as I have said, is not justified by the facts. It seems much more likely that the reason for including Mr Molloy was that Eurocom did not want Mr Molloy to be appointed because of the result of the First Adjudication being unfavourable to Eurocom in deciding that Eurocom owed money to Siemens."*

Finally, and of particular interest, was the issue of materiality of the false statement. Ramsey J held that:

> *"As a matter of general principle where a party makes a material fraudulent representation to an independent body which is exercising a discretion, I consider that the exercise of that discretion would be invalidated."*

This is based on *Rous v Mitchell* [1999] 1 WLR 469 and Lord Denning's famous dicta in *Lazarus Estates Ltd v Beasley* [1956] 1 QB 702 that *"fraud unravels everything"*, as recently applied in the Supreme Court by Lord Sumption JSC in *Prest v Petrodel Resources Ltd*. As such, it was not necessary to prove reliance by the ANB, as the fraudulent misrepresentation voided the transaction altogether. Further, and in any event, Ramsey J held that the pool of potential adjudicators had been *"improperly limited"*, which was sufficient causation between *"the fraudulent misrepresentation and the process of appointment"* to defeat an application for summary judgment.

Was there an implied term?

On Siemens' alternative argument as to there being an implied term, Ramsey J again made findings that will be of future interest to parties in adjudication.

Following Akenhead J's obiter comments in *Makers v Camden*, Ramsey J held that parties enter contracts on the basis that the other party will act honestly. A party applying for a nomination should not act dishonestly and any party that did so would be in breach of an implied term to that effect. This was sufficient to mean that the adjudicator did not have jurisdiction.

Siemens' other arguments

Ramsey J went on to consider Siemens' other arguments, and the judgment contains interesting findings on jurisdiction for overlaps between adjudications, stay of enforcement due to the

financial position of Eurocom and on the court's approach to arguments of natural justice.

Lessons to learn when approaching nomination issues in adjudication

Focusing on the nomination point in the light of this decision, what are the lessons for the respective entities in approaching nomination issues in adjudication?

Referring parties

Referring parties need to be aware that tactical attempts to influence the nomination process can be a high risk strategy. Responding parties are now likely to seek the nomination form and referring parties need to be careful that what they put in that form does not risk a successful challenge rendering the decision unenforceable.

As set out above, it is probably permissible under the case-law for a referring party to make representations to the ANB as to the identity of adjudicators they want, and even those they do not. This could be done in the covering letter. What they cannot do is give the misleading impression that certain adjudicators have a conflict of interest when in fact they do not. Further, any conflicts claimed should be explained on the form.

Responding parties

Responding parties will now be well-advised to demand a copy of the nomination form. If this is not granted, it is worth persisting, even up to any enforcement proceedings. If the form is disclosed and a conflict is alleged without any explanation, it is important to ask the referring party to explain the alleged conflict. The adjudicators named as having a conflict could also be approached, as they were in this case, to ask them whether they consider themselves to be conflicted.

ANBs

For ANBs, Ramsey J held that there was no obligation on them to send the form to the parties. Nevertheless, he described doing so as "*evidently best practice*".

It is suggested that an ANB can best protect its position and the integrity of the adjudication system by being as transparent as possible. There is nothing to be lost by the ANB sending the nomination form to the responding party, in particular when it is claimed that some adjudicators have a conflict of interest or where unilateral representations are made. In most cases, the ANB simply does not have the time or resources to check whether there is in fact a conflict. By passing the form onto the responding party, the ANB is giving it to the party in the best position (and with the greatest incentive) to police the accuracy of the information given. If necessary, a responding party can always make an appropriate application to the court if it takes issue with representations on the application form.

Adjudicators

Adjudicators need to be aware that this is a ground of challenge that may nullify their jurisdiction and render their decisions unenforceable. If the point arises, they could consider a direction requiring the referring party to disclose the form and/or explain any alleged conflicts in order to avoid the parties incurring unnecessary expense of going to court. If no explanation is forthcoming, the adjudicator may wish to consider whether they should resign. If he or she does so voluntarily, there will be limited opportunity for either party to argue against a re-nomination of the same adjudicator following the proper nomination process being followed.

Fionnuala McCredie QC and **Paul Bury**, both of Keating Chambers appeared before Ramsey J on behalf of the defendant, Siemens plc.

This article is re-published here with kind permission of Practical Law. This article was first published on 12 November 2014 on Practical Law's Construction blog.

Applying for an injunction to restrain termination: Lessons to learn from AB v CD

As contractual relationships break down amid claim, counter-claim and mutual recrimination, an aggrieved party will frequently try to go to Court to prevent the other from terminating the agreement between them. A recent IT case has illustrated an important issue in the Courts' approach to such applications. The issue was whether a party applying for an injunction to restrain the other from breaching (in this case, terminating) a contract was able to rely upon the fact that damages would be an inadequate remedy in its favour, even though it had agreed damages of the relevant sort would be limited or irrecoverable altogether pursuant to a limitation or exclusion clause. The case came before the TCC at first instance, and was recently the subject of an appeal. The identities of the parties were removed from the judgment by agreement.

The facts

The parties had entered into a licencing agreement which permitted AB to sell CD's eMarketplace trading platform in the Middle East, together with training and support. The agreement contained detailed termination provisions, and CD sought

to exercise its right to terminate the agreement on 180 days' notice. AB disputed its entitlement to do so and, near the end of the notice period, commenced an arbitration to resolve the issue, simultaneously applying for an interim injunction from the Court to restrain the intended termination.

Decision at first instance – [2014] EWHC 1 (QB)

The injunction hearing at first instance came before Mr Justice Stuart-Smith on New Year's Eve. He approached the application on the basis of the well-known *American Cyanamid* principles, a key component of which is whether damages would be an adequate remedy for an applicant should the respondent's termination proceed and subsequently be held to have been unlawful.

AB sought to argue that damages would be an inadequate remedy. It argued that, were the termination to proceed, its business would be destroyed, and it would not be in a financial position to pursue its claim for damages in the forthcoming arbitration. The Judge rejected this as a basis on which to hold that damages would be an inadequate remedy, but was troubled by the fact that the agreement between AB and CD contained a clause in the following terms:

> *"… in no event will either party be liable to the other Party or any third party for… lost profits, … or any … indirect, special, consequential or incidental damages, under any cause of action…"*

In addition to these exclusions, the clause severely limited the total amount of damages which either party could recover from the other by reference to the amount earned under the agreement in the six months preceding termination.

That clause clearly had the potential severely to limit what AB could recover in damages from CD in any future action for wrongful termination. But could that weigh in the balance when such a limitation had been accepted as part of the contractual bargain?

Stuart Smith J considered the decision in *Bath and North East Somerset District Council v Mowlem Plc* [2004] EWCA Civ 115, where the Court of Appeal held that a liquidated damages clause would always be a rough and ready pre-estimate of loss, and that the Court should not shut its eyes to the fact that loss in excess of such pre-estimate would be suffered unless avoided by the grant of an injunction. The Court had stated that a liquidated damages provision was not an 'agreed price' to permit one party to breach the agreement. Against this were two first instance decisions: *Vertex Data Science Ltd v Powergen Retail Ltd* [2006] EWHC 1340 (Comm) and *Ericsson AB v Eads Defence and Security Systems Ltd* [2009] EWHC 2598 (TCC). In the latter it was held that *"I cannot see that it is unjust that a party is confined to the recovery of such damages as the contract, which it has entered into freely, permits it to recover."*

Stuart-Smith J stated that he believed the difference in approach between the *Bath* and *Ericsson* cases to be based on a distinction between a liquidated damages provision, which has as its objective full compensation of a claimant's loss as can best be pre-estimated, and a limitation provision which seeks to remove categories of loss from the scope of recovery. To the extent that AB would receive compensation for any breach which was less than the loss actually suffered "*… that is part of the price that the Claimant agreed to pay when executing the Licensing Agreement*". Accordingly, he held that he was not satisfied that damages could be said to be an inadequate remedy (albeit they were likely to fall far short of the losses which would actually be suffered) and refused to grant AB an injunction.

Unusually, however, the Judge added a postscript to his judgment, admitting to "*a degree of unease*" with the result which he had reached. On the one hand, he could see the justice of approaching the issue on the basis that a party which freely agreed to limit its remedy in damages could not then complain that such a remedy would leave it under-compensated in order to gain an interim injunction. Furthermore he acknowledged that, given the ubiquity of exclusion and/or limitation clauses, to hold otherwise may mean that in almost every case it would be possible for an applicant to rely upon the fact that its remedy in damages would be inadequate, rendering the path to obtaining an interim injunction (which Courts are generally cautious about awarding) a considerably easier one. Leave to appeal was granted.

The Court of Appeal decision - [2014] EWCA Civ 229

The Court of Appeal overturned the decision of Stuart-Smith J, holding that the existence of such a limitation clause cannot fetter the Court's determination of whether damages will be adequate if a breach occurs. In doing so, it appears to have determined that the previous first instance decisions in the other direction (*Vertex Data Science v Powergen Retail* and *Ericsson AB v Eads Defence and Security Systems*) were incorrect on this point, and followed *Bath and North East Somerset District Council v Mowlem Plc*.

Delivering the leading judgment in the appeal, Lord Justice Underhill held that *Bath* articulated a binding principle which was sufficient to allow AB's appeal. The principle was essentially that a limitation clause was one which applied upon a claim for damages: it would be impermissible to allow it to effectively dictate the availability of an interim injunction to restrain a breach, as this was not part of the agreement of the parties. Lord Justice Underhill also emphasised (as had the Court of Appeal in *Bath*) the injustice of allowing the fact that the parties had agreed to limit remedies for breach of contract to fetter the Court's role in ensuring that contracts were performed in the first place. To allow otherwise, he held, would be to prevent the Court from intervening even in the face of the most cynical breach of contract where the contract-breaker

would have the protection of an exclusion clause. In such a situation the Court should be free to intervene to protect the contractual bargain.

As to CD's submission that this would subvert the commercial agreement of the parties by allowing into the reckoning types of damages which they had agreed to exclude, Lord Justice Underhill countered that the primary expectation was that the contract would be performed, and the Court must protect that expectation: the agreement as to what damages would be available for breach was a separate issue. Lord Ryder stated that he believed the familiar question 'would damages be an adequate remedy' should be re-cast as 'Is it just in all the circumstances that a claimant be confined to his remedy in damages?'

Perhaps of most immediate interest to practitioners is an issue tackled only briefly by the Court: what is the impact of this decision on the availability of interim injunctions generally? It was a part of CD's submissions that to decide as the Court ultimately did would be to expand the availability of interim injunctions, as it would allow an applicant in any case where there was an exclusion or limitation clause (which, in the field of IT contracts, it likely to be almost all of them) to rely upon that clause in establishing that damages would be an inadequate remedy. Lord Justice Underhill emphasised that the impact of the decision should not be overstated: an applicant would need to demonstrate a substantial risk that likely damages would fall within the clause in question, and the Court would wish to assess the scale of any shortfall and the risk of it occurring. Even then, this would only open the door to the Court's exercise of its discretion, not automatically mean that an injunction would be granted.

These limitations are undoubtedly true, but on the facts of most cases seem unlikely to create significant limitations on an applicant's ability to rely on the existence of a limitation clause in support of his application for an injunction. Tackling the issue directly, Lord Justice Laws stated: "*Where a party to a contract stipulates that if he breaches his obligations his liability will be limited or the damages he must pay will be capped, that is a circumstance which in justice tends to favour the grant of an injunction to prohibit the breach in the first place.*" With those words ringing in their ears (and subject to any further appeal to the Supreme Court) it seems that applicants for interim injunctions will in many cases have had their positions significantly strengthened by this decision.

This is an edited and consolidated version of two articles written by Richard Osborne which were published in the Society for Computers & Law magazine.

Richard Osborne, 4 Pump Court

Global Law Summit

London, 23-25 February 2015

The particular strengths of barristers as specialist advocates and advisors make the Bar of England and Wales a substantial national asset. Effective advocacy and the independence of our judiciary lie at the heart of our system of justice. They underpin the Rule of Law and our democratic way of life. But these strengths are being challenged as never before from public expenditure constraints and competitive pressures from other jurisdictions which are eager to win for themselves a share of the growing international market for legal services. In the year in which we mark the 800th anniversary of the sealing of Magna Carta, it is vital that the value and expertise of the Bar is recognised not only by government but also by those who use our services in competitive global markets.

The Global Law Summit (GLS), which is supported by the Bar Council and the Inns of Court amongst others, will examine the role of law in global business, government and society and in particular the contributions which lawyers make to sustaining economic growth, international dispute resolution, competition and regulation.

The Lord Chief Justice of England and Wales will welcome delegates to a series of plenary debates and panel sessions featuring:

- A three-track session on **International Business Dispute Resolution** at the Rolls Building on 23 February **organised by the Chancery Bar Association, the Commercial Bar Association and the Technology and Construction Bar Association**, followed by a Reception at Middle Temple
- Four **panel sessions organised by the Bar Council**:
  - **"Whose responsibility is it to maintain the Rule of Law?"** on 23 February, chaired by Chantal Aimee-Doerries (Vice Chairman of the Bar Council), to include the Chairman of the Criminal Bar Association, Tony Cross QC
  - **"Law as a Driver for Integrity and Development in Government Procurement"** on 24 February, involving the three bars of England & Wales, Scotland and Northern Ireland, to include Michael Bowsher QC (Monckton Chambers)

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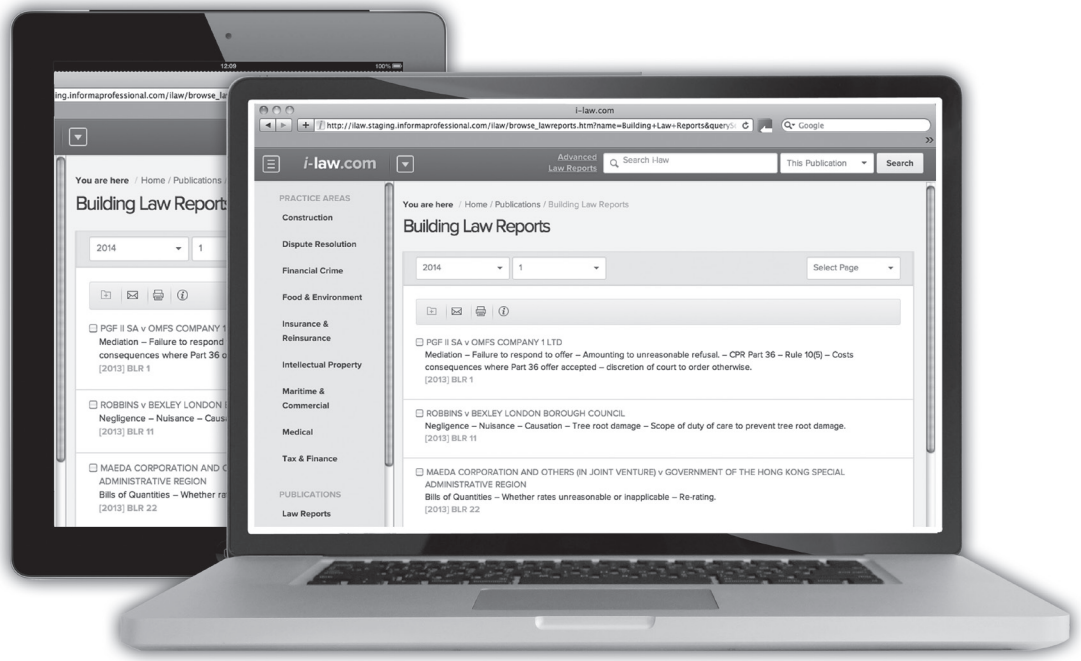

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- **"Sanctions and the Rule of Law"** on 24 February, moderated by the Chairman of the Bar and including former Attorney General, the Rt Hon Dominic Grieve QC MP
- **"Judicial Review getting the balance right: a comparative approach to judicial review of legislative and executive decisions" on 25 February** featuring Lord Justice Laws and Lord Pannick QC amongst others

Other subjects to be covered which may be of interested to members of the Bar include money laundering, privacy, the Rule of Law and sustainable development goals, policing the public interest in global takeovers, the US-UK Extradition Treaty 2003 and business and human rights.

Among the supporters of the summit, which has been endorsed by the Prime Minister, are the Inner Temple and Middle Temple. 39 Essex Street have joined sponsors from the legal and related professional services sectors.

Full details of the programme are at: http://globallawsummit.com/events-programme/

There will be **networking opportunities** at the QEII Centre, the Royal Courts of Justice and the Rolls Building, the Inns and the Guildhall in the City of London.

Apart from an impressive array of distinguished speakers, among the **delegates expected to attend** include the OECD Secretary General, Angel Gurria, the Prime Minister of Kazakhstan, the European Commissioner responsible for Justice, Vera Jourova and 51 Justice Ministers and Attorneys General representing 38 governments. They will join senior level in-house counsel and others drawn from countries in the CIS, GCC, South East Asia and Sub Saharan African together with countries with high growth prospects. Forty seven countries will be represented at VIP level. Currently 700 speakers and delegates are expected to participate in the summit.

To safeguard our position in what is becoming an ever more competitive space, we need to use opportunities like the GLS to demonstrate the value of the Bar's experience and expertise to current and future clients. The summit will provide opportunities for chambers to pursue their business development objectives in some iconic settings in the heart of legal London, with an unrivalled group of international government, business and professional leaders.

We very much hope that you (or members of your chambers as well as those with whom you may be seeking to develop professional relationships) will be able to join us and other members of the Bar who have already registered their interest (either as speakers, exhibitors or sponsors) at this world-class event.

A number of **funding packages** are available:

- a special delegate fee for members of the Bar (available until midnight on 31 January 2015) of £999 (plus VAT). To secure this discount please use the code BARGLS15 when registering online. You may also be interested to know that special rates also apply for 1-day delegate participation.
- Multiple registrations from a single organisation, submitted at the same time prior to the event, will receive a 50% discount off the full Delegate fee (subject to the relevant fee deadline date) for the fifth and subsequent registrations. For example, a group booking of six places will cost £4,995 plus VAT, or £832.50 plus VAT per delegate.

It is possible to apply for a one-day ticket. **To register for the event** please go to: www.globallawsummit.com/registration/

In the hope that the Global Law Summit will be of interest to you and your colleagues please draw this information to them, especially to your Chief Executive or Practice Director as appropriate.

If you would like any **further information**, please do not hesitate to contact John O'Brien, Chief Executive of the Global Law Summit on 07967 589754 or john.obrien@globallawsummit.com. Alternatively, contact Steve Rudaini, Head of Communications at the Bar Council at srudaini@barcouncil.org.uk or on 020 7611 1429.

AIJA Annual Congress September 2015

AIJA Annual Congress September 2015 – Chambers' Sponsorship Opportunity AIJA ('Association Internationale des Jeunes Avocats') is an international networking group established for over 50 years for lawyers under 45 years old. It has a strong history in continental Europe and in the last few years has developed a significant following amongst junior partners in City law firms. It is holding its annual congress in London from 1–5 September 2015. Some 700 lawyers from around the world will attend; many are involved in international commercial litigation and arbitration. AIJA is offering great value sponsorship packages. Several COMBAR sets have already committed. Your set is invited to sponsor too. More detail can be obtained on the congress website [http://london.aija.org/?page_id=26] or from Ned Beale at Trowers & Hamlins on NBeale@trowers.com.

Readers are invited to submit material by email to be considered for possible publication. This may consist of correspondence, short articles or case notes, news of forthcoming cases or events, book reviews, or other matters of interest to members of TECBAR or SCL.
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