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Admiralty Practice/Shipping

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General



Consequential Loss Clauses – Are they any use?

A Talk by **Simon Rainey Q.C.**

Followed by
Networking Cocktail

Date: Wednesday, 25 March 2015 | Time: 4pm | Venue: Maxwell Chambers

Supporting Organisations:



Chairperson



Leong Kah Wah

Simon Rainey Q.C.



Kah Wah specialises in both wet and dry work. Owners, clubs, hull underwriters from Singapore and other parts of Asia (namely, Japan, Vietnam and Hong Kong) regularly instruct Kah Wah to investigate and manage claims arising out of casualties

Kah Wah appeared as lead counsel on behalf of cargo claimants before the High Court in the *Patraikos II*, a major casualty where the ship ran aground at the South Ledge rocks, off Horsburgh lighthouse, resulting in substantial damage to the ship and her cargo.

He has also acted as counsel in maritime arbitrations before tribunals, both ad hoc and institutional (namely, SIAC, SCMA, LMAA and New York SMA). He is also experienced in commodity trade disputes and has represented traders in arbitrations administered by GAFTA, FOSFA and PORAM.

Simon Rainey Q.C. is one of the best-known and highly regarded practitioners at the UK Commercial Bar with a reputation for his intellect, advocacy skills, commercial pragmatism and commitment to client care.

He regularly handles substantial and high value commercial disputes arising out of widely differing commercial contracts and contexts, usually with an international aspect and often involving pre-emptive applications such as worldwide freezing orders and complex issues relating to jurisdiction, conflicts of law and enforcement as well as commercial fraud. Simon is also particularly well-known for his expertise in all aspects of shipping and maritime law with a particular focus on energy and oil / gas disputes at all levels of the industry from construction and production to joint ventures, production sharing agreements and all aspects of trading contracts, as well as liability issues arising from rig and offshore field casualties and cases at the cutting edge of energy technology involving wind farms, new generation oil rigs and LNG.

Simon has been recognised for many years by both Chambers & Partners (UK, Global & Asia) and the Legal 500 as a Leading Silk in the areas of “Commercial Dispute Resolution”, “International Arbitration”, “Energy and Natural Resources”, “Shipping / Commodities” and “Insurance”. The most recent editions note Simon as *“one of those super silk guys who has the judges eating out of his hands”*; *“hard-working, diligent and rapier-like in cross-examination”*; *“...a ferociously intelligent, calm advocate who is imbued with great authority... fast approaching super silk level”*; *“he can go into bat confidently against anyone at the Commercial Bar...”*.

Simon also sits as a Deputy High Court Judge in the Commercial Court and as an International Arbitrator.

About This Talk

Consequential loss clauses - are they any use?

Consequential loss clauses form an essential and integral part of almost all commercial contracts and also of standard form mutual contractual indemnity regimes. Despite the fact that they have long been in use, they are consistently the subject of litigation and recent cases demonstrate that the aspirations of their drafters are, more frequently than not, simply not achieved even if they have been ‘well’ drafted. This talk takes the issue on (from a recent talk given by Lionel Persey QC) to the next stage of the debate and considers and analyses the recent relevant case law on so-called ‘successful’ consequential loss clauses, including [Kudos Catering v Manchester Central Convention Complex](#) [2013] EWCA Civ 38; [AB v CD](#) [2014] EWCA Civ 229; [Fujitsu Services v IBM United Kingdom](#) [2014] EWHC 752 (TCC) and [Transocean Drilling v Providence Resources](#) [2014] EWHC 4260 (Comm). It seeks to identify what in fact such clauses are meant to (and can legitimately) achieve and aims to set some straightforward, pragmatic guidelines for drafting these clauses, as well as advising clients on their practical use and scope of application once a claim arises. Simon will present worked examples for discussion and comment.

Talk Programme Outline

4.00pm to 4.25pm	Registration
4.25pm to 4.30pm	Welcome by Chairperson
4.30pm to 5.30pm	Presentation by Simon Rainey QC
5.30pm to 5.40pm	Q&A facilitated by Chairperson
5.40pm to 6.30pm	Networking Cocktail Reception for all attendees

The Talk will commence punctually. All attendees are requested to be on time.



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Consequential Loss Clauses – Are they any use?

by **Simon Rainey QC**

Date: Wednesday, 25 March 2015, 4pm

Venue: Maxwell Chambers, 32 Maxwell Road, #03-01, Singapore 069115

REGISTRATION FORM

- \$70.00** for members of MLAS
\$85.00 for members of Supporting Organizations
\$100.00 for non-members

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Singapore 159836

Registration forms and cheques must reach no later than **Friday, 13 March 2015**.