

Tailored for In-House Lawyers by In-House Lawyers



Energy Contract Law: The Essential Boilerplate

In association with:

ashurst

25 January 2011

Ashurst LLP, Broadwalk House, 5 Appold
Street, London EC2A 2HA

C&I Member Fee £265 + VAT

Non Member Fee £345 + VAT

5.5 hours cpd

A new seminar for
in-house lawyers

9.00 Registration and Refreshments

9.30 Chairman's Welcome and Introduction

9.35 Structuring Effective Condition Precedent (CP) Clauses

- The need for CPs
- The risks with CPs
- Getting it right

Peter Roberts, Ashurst

10.15 Structuring Effective Liquidated Damages (LD) Provisions

- The rationale for LDs
- LDs or penalties
- Where to use LDs

Dominic Batchelor, Ashurst

11.00 Refreshments

11.15 Structuring Effective Dispute Management and Dispute Resolution (DR) Provisions

- Drafting the DR clause
- Options for effective DR
- How to best manage disputes

Mark Clarke, Ashurst

12.00 Lunch

1.00 Structuring Effective Liability Allocation, Indemnity and Insurance Provisions

- Drafting effective indemnities
- Consequential loss and liability issues
- The role of insurance

Judith Aldersey-Williams, Cameron McKenna

2.30 Refreshments

2.45 Structuring Effective Force Majeure (FM) and Frustration Provisions

- The meaning of FM
- FM inclusions and exclusions
- FM or frustration?

Anthony Patten, Ashurst

3.30 Structuring Effective Termination and Compensation Provisions

- Drafting termination rights
- Apply compensation payment formulae
- Recognising cross-project impacts

Peter Roberts, Ashurst

4.15 Questions and Discussion

4.30 Close

The energy industry plays a crucial role in the global economy. Certain key provisions are common to project contracts in the energy industry (whether those contracts relate to oil, gas, coal, power or renewables projects).

This seminar gives a practical, detailed insight into those key provisions: conditions precedent; liquidated damages; dispute resolution tools; liability allocation, indemnity and insurance provisions; force majeure; termination and

compensation rights. Particular attention is paid to recent case law and statute developments which affect the way these provisions should be drafted and applied in energy project contracts.

The seminar is hosted by Ashurst's energy projects and commercial contracts team, who together advise domestic and international energy companies on all aspects of their projects.

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About the Speakers

Peter Roberts is a partner in the energy, transport and infrastructure department in London. Since the early 1990s he has specialised in the development and financing of upstream oil and gas projects and more recently he has become involved in renewables projects. He has advised clients across a wide range of jurisdictions, including Asia. He was previously the General Counsel of Centrica Energy.

Dominic Batchelor is a partner in the London office and specialises in intellectual property, information technology, commercial contracts and data protection (both in the UK and overseas). He regularly advises clients on issues associated with drafting, negotiating and applying effective solutions in all forms of commercial contract.

Anthony Patten is a partner specialising in corporate and project development work in the oil and gas and wider energy sectors. He has particular expertise in upstream oil and gas and LNG projects, having advised clients on upstream developments, natural gas liquefaction projects, shipping and trading and LNG regasification projects across a wide range of jurisdictions, including throughout the Middle East. Prior to joining Ashurst, Anthony was senior in-house counsel for Shell Gas and Power, based in London and Dubai.

Mark Clarke is a partner in the litigation department in London. He has extensive experience in complex commercial litigation in the English High Court, in particular with regard to the energy, transport and infrastructure sectors. Mark also has experience of other forms of dispute resolution, including expert determination and mediation.

Judith Aldersey-Williams has over twenty years' experience as a commercial lawyer and has been specialising in the energy sector since 2000 when she joined the Aberdeen office of CMS Cameron McKenna, becoming a partner there in 2007. She advises oil and gas industry clients on a wide range of legal matters with a particular emphasis on commercial contracts, including joint operating agreements, major infrastructure projects, gas sales agreements, supply and service contracts.

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