

## CONTRACT AND COMMERCIAL UPDATE

**TUESDAY 22 NOVEMBER 2022 – 14.00 – 17.15**

<b>Registration:</b>	13:30
<b>Venue:</b>	<b>Marsham Court Hotel</b> , 3 Russell Cotes Road, Bournemouth BH1 3AB <b>Parking:</b> This is at the rear of the hotel (postcode BH1 3AU) and there is no parking charge. On arrival, please inform hotel reception of your car registration number and, when you leave, ask for the exit code to raise the exit barrier. Alternatively, there is parking at Berry Court in St Peter's Road, Central Car Park in Upper Hinton Road or street parking around the hotel.
<b>Cost:</b>	£95.00 – Member and Associate Members of BDLS/Trainee Solicitor £145.00 – Non-Member of BDLS <span style="float: right;"><b>3 hours CPD</b></span>

This course provides busy practitioners with a practical update on contract and commercial developments over the last year or so. The course is aimed at both contentious and non-contentious lawyers and will give attendees practical pointers to use in their practice areas. The course will cover but is not limited to:

- Johnny Rotten's attempt to invoke every conceivable kind of estoppel rejected and defeated by implied term: *Jones v Lydon* [2021] EWHC 2321
- Exploiting monopoly position is not economic duress: *Pakistan International Airlines Corp v Times Travel (UK) Ltd* [2021] UKSC 40
- No implied term that obligation to pay rent suspended when premises closed due to Covid: *London (Trocadero) (2015) Ltd v Picturehouse Cinemas Ltd* [2021] EWHC 2591
- 12% compounded default interest was penalty: *Ahjuha Investments Ltd v Victorygame Ltd* [2021] EWHC 2382
- Rare example of onerous term not incorporated into contract because insufficient steps taken to bring it to other party's attention: *Blu-sky Solutions Ltd v Be Caring Ltd* [2021] EWHC 2619
- Are there special rules for construction of settlement agreements?: *Maranello Rosso Ltd v Lohomij BV & others* [2021] EWHC 2452
- Does a clause requiring a party to 'take all reasonable action' to mitigate loss compel a party to commence litigation against a third party?: *Equitix EEEF Biomass 2 v Fox & others* [2021] EWHC 2531
- No frustration of contract where contract allocates risk: *Iris Helicopter Leasing Ltd v Elitaliana SRL* [2021] EWHC 2459
- First shot wins battle of the forms: *TRW Ltd v Panasonic Industry Europe Ltd* [2021] EWCA Civ 1558
- Construction of exclusion clause: *Soteria Insurance Ltd v IBM UK Ltd* [2022] EWCA Civ 440.

This lecture will be presented by **Chris Beanland**. Chris is Associate Professor at the University of Law. Before moving into teaching Chris worked in the restructuring department of an international law firm. Chris is involved in training law firms, regulators and the public sector on corporate and insolvency law

### BOOKING FORM

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TUESDAY 22 NOVEMBER 2022

**14.00 – 17.15 – MARSHAM COURT HOTEL, 3 RUSSELL COTES ROAD, BOURNEMOUTH BH1 3AB**

Please complete and return this slip with your payment by Tuesday 15 November 2022

Bournemouth and District Law Society, Borough Chambers, Fir Vale Road, Bournemouth BH1 2JJ – DX 7616  
Bournemouth – Tel: 01202 587551 email: office@bournemouthlaw.com

No*	Membership Type	Cost
	Solicitor Member	£95
	Associate Member	£95
	Trainee Solicitor	£95
	Non-Member	£145
<b>Cheque/BACS* payment made for</b>		<b>£</b>

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