

# OEUK LEGAL CONFERENCE

26 September 2024

Ardoe House Hotel, Aberdeen



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**9.00 – 9.30 am**      **Registration, Coffee and Networking**

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**9.30 – 9.40 am**      **Welcome and Introduction**  
Tracey Keith, Legal Manager, Offshore Energies UK

**9.40 – 10.00 am**      **New Government / Changing Landscape / Tax**  
Jenny Stanning, External Relations Director, Offshore Energies UK

**10.00 – 11.00 am**      **Navigating the Legal Landscape of Generative AI**  
Joy Calder, Senior Associate, CMS  
Rachel Macrae, Senior Associate, CMS  
Gideon Green, Associate, CMS

*In this session Joy Calder, Rachel Macrae and Gideon Green from CMS will look at the issues associated with using Generative AI in the legal profession. The session will include some practical demonstrations as well as a discussion of key issues to be considering when procuring and using Generative AI. This will include:*

- *An overview of Generative AI*
- *A discussion of key legal issues when using Generative AI*
- *A demonstration of use cases for lawyers*

*This session will provide attendees with a foundational understanding of Generative AI, highlight the legal considerations of its use, and showcase practical applications that can enhance the efficiency and effectiveness of legal practice.*

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**11.00 – 11.30 am**      **Morning Break**

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**11.30 – 12 noon**      **Discussion – Technology**  
Chaired by Tracey Keith, Legal Manager, Offshore Energies UK

- Joy Calder, Senior Associate, CMS
- Rachel Macrae, Senior Associate, CMS
- Gideon Green, Associate, CMS
- Roar Frydenlund, Leading Legal Counsel, Equinor ASA

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## Case Law Snapshots

**12 – 12.20 pm**      **Can a Termination For Convenience Clause operate as a cap on a Loss of Profits Claim? (Dalton v City of Edinburgh)**  
Kirsti Olson, Partner, Dentons UK and Middle East LLP

**12.20 – 12.40 pm**      **Difficult Alternatives: Making Pre-Litigation ADR Provisions Work (And The Time Bar Conundrum)**

Scott Johnston, Partner, Pinsent Masons LLP

- Tiered dispute resolution clauses
  - Purpose and aim; pros and cons, issues
  - Examples in industry contracts
  
- Lessons from a Court of Appeal case: *Kajima Construction v Children's Ark Partnership* (2023)
  - Mechanical failure? Enforceability and drafting – and the condition precedent point
  - Getting into court quickly: limitation panic v preliminary ADR requirements...how might this play out?

**12.40 – 1.10 pm**      **Navigating the Regulatory Path to Net Zero: Legal and Policy Frameworks for Hydrogen and Carbon Capture & Storage (CCS)**

Enrique Cornejo, Head of Energy Policy, Offshore Energies UK

*The presentation will discuss the policy and regulatory landscape shaping the transition to low carbon energy, focusing on two key sectors: hydrogen and carbon capture and storage. An overview of the regulatory roles and responsibilities, legal frameworks governing project development and operation, and subsidy support mechanisms driving investment will be provided.*

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**1.15 – 2.30 pm**      **Lunch Break**

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## Case Law Snapshots

**2.30 – 2.50 pm**      **Accidental / inadvertent waiver of CPs (Geoquip v Tower Resources)**  
Andrew Davies, Partner, Norton Rose Fulbright LLP  
Madeline Hallwright, Associate, Norton Rose Fulbright LLP

**2.50 – 3.10 pm**      **Are Heads Of Terms Binding And What Is The Impact Of “Subject To Contract”?**

Fiona Cain, Counsel, Haynes and Boone CDG, LLP

*Establishing whether a binding contract has been entered into in the context of commercial negotiations is covered in this talk, which focusses on three recent English court judgments: (1) Pretoria Energy Company (Chittering) Limited v Blankney Estates Limited; (2) Smit Salvage BV v Luster Maritime SA; (3) Southeaster Maritime Ltd v Trafigura Maritime Logistics Pte Ltd.*

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**3.10 – 3.40 pm**      **Afternoon Break**

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**3.40 – 4.40 pm**      **Contemporary Issues In The North Sea Through The Lens Of JOAs And Related Contractual Obligations**

Anna Nerush, Partner, Clyde & Co LLP

Mark Walsh, Partner, Clyde & Co LLP

Kate Lister, Partner, Projects and Construction, Clyde & Co LLP

Tom Roberts, Partner, Clyde & Co LLP

*Clyde & Co will provide an analysis of some contemporary issues in the North Sea, through the lens of Joint Operating Agreements and related contractual obligations. The session will cover the following:*

- *Challenges facing investors and operators in the UK offshore oil & gas sector*
- *Operators’ discretion under JOAs and the implications of their decision-making authority*
- *Decommissioning, from the perspective of issues arising under JOAs and DSAs*
- *Managing risks in the current market during project construction*
- *Climate litigation risks*

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## Case Law Snapshots

4.40 – 5.00 pm

### **Force Majeure & Reasonable Endeavours (MUR Shipping v RTI)**

Iain Clarke, Solicitor Advocate, Partner, Gilson Gray LLP

*Iain Clark, Solicitor Advocate, Head of International Arbitration and Partner in the Energy Team at Gilson Gray LLP will provide a presentation on the recent UK Supreme Court Judgment of RTI Ltd (Respondent) v MUR Shipping BV (Appellant) [2024] UKSC 18 providing analysis and insights in to a number of practical issues, including:*

- *Whether or not the exercise of reasonable endeavours requires the party affected to accept an offer of non-contractual performance from the other contracting party in order to overcome the effects of the specified event*
- *The implications for the interpretation of reasonable endeavours provisos and clauses more generally including:*
  - *the nature of force majeure clauses*
  - *the object of reasonable endeavours provisos*
  - *the effect of the principle of freedom of contract*
  - *whether or not parties would be required to forego their valuable rights*
  - *the importance of certainty and predictability in the context of English commercial law; and*
  - *The focus (and the limits) of the reasonable endeavours enquiry*
- *Practical tips for drafting such provisions*
- *Practical tips for applying/enforcing such provisions*

5.00 – 5.20 pm

### **R (Finch) v Surrey County Council**

John MacGregor KC, Advocate, Axiom Advocates

5.20 – 5.30 pm

### **Concluding Thoughts and Thanks**

Tracey Keith, Legal Manager, Offshore Energies UK

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5.30 – 7.00 pm

### **Drinks Reception**

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7.00 pm

### **Conference Dinner**

**After Dinner Entertainment**  
**Kevin Quantum**

10.00 pm

### **Event Close**

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The logo for CMS, featuring the text 'CMS' in a large, bold, sans-serif font, with 'law·tax·future' in a smaller, sans-serif font below it.