IPOS Mediation

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Tim Hardy

Tim Hardy has built his mediation practice over the last 10 years alongside his private practice as a litigator with CMS, where he led the Commercial Litigation team for 21 years.



Background

Tim Hardy has built his mediation practice over the last 10 years alongside his private practice as a litigator with CMS, where he led the Commercial Litigation team for 21 years. He has been recognised for his mediation skills by Legal 500 and Who's Who Legal and as a key individual by Chambers & Partners Guide to the Legal Profession for his work in dispute resolution as a litigator. Tim has been recognised by the Legal 500 as 'thorough, very even-handed, and clearly has a lot of experience in dealing with commercial disputes'.

Tim's reputation as a hugely experienced and successful lawyer precedes him. His mediation practice covers a wide range of disputes with a particular focus on the high value, high complexity financial and commercial disputes on which he built his reputation in private practice. Tim mediates disputes throughout the UK and overseas.

Mediation style and approach

Tim quickly and effectively gets to grip with the legal, commercial and personal issues. He earns the parties' respect by being naturally empathetic and enquiring, driven by a genuine interest in helping people resolve their differences and sees his role and purpose to be to help the individuals find a solution with which they are happy. He listens to them carefully to be sure that he understands the dividing critical issues in order to address them appropriately. Tim maintains pace by keeping everyone actively engaged and is an excellent judge as to when to be patient and when to challenge positions that may be barring progress while still maintaining the parties' trust. Many hours of hard-nosed negotiation have given him the skills to guide people through tortuous negotiations, find creative solutions to break impasse and bring them together.

Practice Areas

Banking, Finance & Investment

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Breach of contract

Class Actions

Commercial contracts

Construction & property

Corporate recovery

Cross-border & international

Defamation

Distribution, agency & licensing

Energy, oil and gas

Engineering

Family Business and Trusts

Franchising

Fraud, deceit & conversion

Information technology (IT)

Insolvency

Insurance

Landlord & tenant

Manufacturing

Mergers & acquisitions

Outsourcing

Partnership disputes

Pensions & life assurance

Professional negligence

Sale of goods and services

Shareholder disputes

Taxation

Legal Directories

The most recent editions of the Legal Directories has the following to say about Tim:

Chambers & Partners, 2025:

Tim Hardy of IPOS Mediation has a broad commercial mediation practice. He specialises in contractual, insolvency, shareholder and property disputes.

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"Tim's a good mediator and a pleasant person to deal with."

"Tim is very down to earth and easy to work with. He is a very good communicator, which earns him the trust and respect of the parties very quickly."

Chambers & Partners, 2024:

Tim Hardy of IPOS Mediation has a broad mediation practice. He specialises in contractual, insolvency, shareholder and property disputes. "Tim takes a very thorough and painstaking approach to achieve a successful outcome."

"He's a fantastic mediator with great calmness and commercial understanding. I view him in a very strong light."

"Tim Hardy is a very patient and very flexible mediator."

Chambers & Partners, 2023:

Tim Hardy of IPOS Mediation has a broad mediation practice. He specialises in contractual, insolvency, shareholder and property disputes.

Legal 500, 2026:

A former CMS commercial litigation head, Tim Hardy at IPOS Mediation 'listens well and always goes the extra mile to achieve settlement, really seeking to understand the true motivating factors for the parties. He is good with clients and quickly develops a rapport'. Mediating since 1998, Hardy is particularly focused on high-value, complex financial and commercial disputes. Examples of mediator appointments include property disputes, aircraft lease agreement claims and commercial agency-related conflicts. Hardy's experience also includes mediating cases featuring bribery, conspiracy and misrepresentation allegations, as well as employment disputes. His industry expertise further covers the insolvency, public procurement, construction and hospitality sectors.

Legal 500, 2025:

'Commercially savvy and hard-working' Tim Hardy is 'very experienced, which comes across in his considered approach. He is very adept at working his way around any problem and taking the parties with him'. A former CMS commercial litigation head, Hardy is regularly appointed to mediate a range of complex commercial, corporate, investor and partnership disputes. Receiving his first mediation appointment in 1998, Hardy also conducts financial, insolvency and insurance coverage-related mediations.

Legal 500, 2024:

Tim Hardy, a former CMS commercial litigation group leader, is 'extremely affable and has the crucial ability to get on with all to put them at ease'. Hardy is a go-to mediator for complex commercial, corporate, investor, partnership and financial disputes.

Legal 500, 2023:

Tim Hardy (a former commercial litigation team head at CMS) 'stands out for his ability to ride out the emotions of the parties, and then guide them to a successful resolution'. Hardy conducted 35 appointments during 2021, his mediation practice particularly focused on high-value and complex financial and commercial disputes.

Legal 500, 2022:

Tim Hardy, who qualified as a mediator in 1997 and previously led the commercial litigation team at CMS, is 'patient and prepared to listen to parties to ensure clients feel their voices have truly been heard'. Recent work has included the mediation of disputes involving supply chain problems, international shareholders, missing trader intra-community VAT fraud, Covid-19-related business interruption insurance, and partnership issues.

Legal 500, 2021:

Tim Hardy qualified as a mediator in 1997 and is CMS' former commercial litigation head. Hardy is 'an excellent mediator, who brings to bear his many years of experience as a senior litigator. He has a good manner with clients

and is a good listener. He can also be firm when he needs to be, but is energetic in trying to bring parties together'. Hardy has conducted over 150 mediations with a notable focus on commercial disputes.

Legal 500, 2020:

Tim Hardy is CMS' former head of commercial litigation; Hardy left private practice in 2018 to pursue a full-time mediation career. He mediates at In Place of Strife and has mediated an average of one case a week since the start of 2019. He mediated a shareholder dispute between the founder of a luxury brand of goods and a private equity fund.

Tim Hardy is CMS' former commercial litigaition head. Hardy is 'very effective; he shows skill, intelligence, common sense and patience in dealing with very tricky and challenging situations'. His mediation experience predominantly arises out of corporate transactions, finance and commercial contracts. (2019)

Tim Hardy ... is 'thorough, very even-handed, and clearly has a lot of experience in dealing with commercial disputes'. (2018)

Who's Who Legal: 2022

is a greatly appreciated mediator who is receives endorsements for his combined "broad experience" and "sharp legal acumen"

Who's Who Legal: 2019

Tim Hardy is a "significant figure in mediation" who is "highly recommended" by peers in the field. He regularly works on high-value disputes of a commercial and financial nature.

Tim Hardy is a highly respected and accomplished commercial mediator with a talent for dispute resolution. One respondent says, "He has honed his skills over the years to become one of the finest technically gifted mediators. His sharp legal acumen combined with his tough but fair negotiation style places him as a mediator in high demand." (2017)

Career History

1986 to 2018 CMS

1980 to 1985 Slaughter & May

1977 to 1979 Simmons and Simmons

Professional Qualifications & Affiliations

Fellowship Chartered Institute of Arbitrators 2011

PG Dip Oxon International Arbitration 2009

Higher Courts (Civil Proceedings) 2002

Accredited Mediator CEDR 2001

Accredited Mediator ADRg 1998

LLM Advanced Litigation (with distinction) 1996

Committees and Boards:

CEDR non-executive director 2002 to 2011

City of London Law Society, Litigation Subcommittee 2009 to date

LexisNexis Dispute Resolution & Arbitration Editorial Boards 2011 to date

CIArb Practice and Standards Committee 2011 to 2018 (Chair 2012 t0 2015)

CIArb Mediation Subcommittee Chair 2017 to 2018

CPR European Advisory Board 2014 to present

Professional memberships:

London Court of International Arbitration

International Chamber of Commerce

British Institute of Comparative Law

Solicitors' Association of Higher Court Advocacies

International Bar Association

American Bar Association

CIARB

Interests

Enjoys coaching Rugby, open water swimming, dinghy sailing, skiing, fishing and spending time with his family.

Client Feedback

"Tim did a great job getting into the myriad complex issues and bringing the parties together to work on a resolution." Partner, Law Firm, November 2023

"We really appreciated Tim'a approach from the very beginning. It was emphatic and sensitive; he led both parties towards a solution of the matter when it appeared to be far from a settlement. He had also an incredible attitude to calm down both parties when they raised their voices. Absolutely recommended." Legal Counsel, February 2020

"We used Tim to mediate a substantial and highly charged partnership dispute with 4 different firms of solicitors representing different partners involved in the dispute. As with most partnership disputes, there was a large degree of personal animosity which further complicated matters. Tim managed the mediation in a very impressive and controlled way keeping the parties focused throughout the day and he was instrumental in assisting the parties in making good progress well into the evening. There was insufficient time to conclude matters during a single day but Tim remained focused upon, and engaged in, the mediation and, through a combination of sheer force of will, rational argument and exceptional commercialism, he assisted the parties in engineering a settlement and bringing to an end one of the most difficult and unpleasant cases I have ever dealt with. I have mediated somewhere near 100 commercial disputes and Tim is by far the "stand out" mediator and I shall certainly be using him again in the future." Partner, City Law Firm, December 2019

"We instructed Tim in relation to a one day mediation of a complex dispute concerning the management of technology funds. Tim processed and analysed a lot of information, viewpoints and (most importantly!) personalities very quickly and, despite serious differences at the start of the day, was able to bring the parties together to reach a positive agreement by the afternoon." Senior Associate, City Law Firm December 2019.

"We used Tim Hardy to mediate a recent Partnership dispute. The dispute had escalated almost to the point of no return and involved some very strong personalities, each entrenched in their own positions. Tim was clearly very

experienced and quickly got to the nub of the dispute and worked hard with the parties all day with a persistent and tenacious approach. Whilst the mediation did not settle on the day, it did soon afterwards and Tim continued to offer support to the parties and his follow up work was great and was essential in helping to unlock a covenant issue that almost caused the settlement discussions to collapse. I would heartily recommend him as a mediator for complex and bitter disputes." Director, City law firm, December 2019

"Tim should be the go to mediator for disputes of a technical nature. His approach really helped the parties dive into the detail where necessary without losing sight of the big picture. He also doesn't give up when the going gets tough and tirelessly presses on to assist the parties reach a resolution". Partner, Regional Law Firm, Nov 2019

"I will certainly be recommending you to my colleagues and clients - without your patience, authority and good humour, I doubt this matter would have settled."

"My clients were delighted with the result and, if I may say so, your efforts."

"Thank you for your considerable efforts. It was a rather unusual mediation, but you certainly went the extra mile to bring about a very effective resolution."

"Tim controlled the meetings well in light of particular challenges and proposed a sensible strategy for the parties and their experts by which to work through the key areas of contention."

"Both my clients and I are very grateful for your efforts. You had a keen grasp of the commercial realities of the situation and the skilful way in which you maintained momentum was undoubtedly a major factor in enabling us to reach a settlement."

"Very sensitive and emphatic towards both parties. With that attitude he brought both parties together to find a solution even though it seemed impossible to settle at the beginning."

"You conducted the mediation with great courtesy, patience and diligence. I have no doubt, but for your great efforts, we would have not been able to achieve the settlement".

"Although it started very negatively, despite the ups and downs of the day it all came right on the night. I am sure both parties realised that your skill as a mediator contributed to the successful outcome."

"His decision to bring matters to a head was a good one, and provided the groundwork for settlement."

"Kept pressure on both parties to keep them involved" and "Despite immense ill feeling between the parties' legal representatives, a settlement was achieved."

"I do not think that we would have achieved the settlement without your hard work, perseverance and efforts during our mediation."

"I'm certain we would never have been able to facilitate an outcome by ourselves, so I'm extremely grateful for help."

"Persistent and patient."

"Has presence and commands respect."

"You exercised great skill and employed great experience. I can't really express my admiration for what you did and how you did it but you stopped an old cynic in his tracks anyway. I couldn't speak more highly of you as a mediator."

Case Examples

Banking, Finance & Investment

Claims by disappointed investors against funds, banks and intermediaries have been a constant theme in Tim's litigation practice particularly in recent years as a consequence of the financial crisis. This included representing investors and funds in relation to claims for misrepresentation and negligent misstatement in the marketing, or for

breach of mandate in the management of those Funds. The global economic crisis has political as well as commercial consequences with governments in emerging markets targeting foreign companies for unfairly 'exploiting' the countries resources. In this connection, Tim has handled ICSID investment treaty claims in Eastern Europe and litigation in the Caribbean against sovereign states. He has also acted as mediator in a dispute between investors arising from an ICSID Award.

Some other examples of his work representing a party are:

Revolving credit facility - Acting for a privatised Eastern European steel manufacturer in a dispute with a broker as to whether trades for the purchase of raw materials financed by a revolving credit facility serviced by, and secured on, sales of the finished product were illegal and unenforceable.

Letters of credit - Representing a US Bank in a litigation in London, New York and Bahrain as to who had ultimate responsibility for trades in silver financed by letters of credit and bills of exchange when the trader became bankrupt.

Performance Bonds - Acting for an East Asian bank in claims on performance bonds given in respect of building contracts in Libya where one party alleged that the demands for payment were made fraudulently.

Interest rate hedging products - A light industrial business suing its bank for losses incurred, on the basis that it had received misleading and/or negligent statements in 'tailored advice'. They claimed it induced them to enter into interest rate swap transactions which contained disclaimers, no advice and non-disclaimer clauses.

Bank Business Support Unit -Claim by a private limited company and its directors against a firm of accountants for breach of mandate and negligence. The claim arose from the accountant's appointment by the 'Business Support Unit' of the company's Bank to conduct a financial review of the company and advise its directors what steps they should take to improve its solvency.

Venture Capital - Sophisticated investors seeking to recover from the directors of a Risk Management Fund monies invested by purchasing shares and loan notes, as 5 months after making their investment it was put into administration and liquidated 3 months later.

Guarantee - Cross claims between a bank, a partnership and former partners; the bank seeking to recover debts of the partnership under the guarantee; the partnership claiming restitution of sums the bank had seized asserting that the bank knew they were subject to a trust for the benefit of the partnership; and former partners claiming that the trust was for their personal benefit.

Guarantee - A director of a property development company disputing personal liability to a finance house pursuant to a guarantee given in support of a loan to finance a development. The finance house had withdrawn the loan on short notice before any money had been advanced other than the finance house' own arrangement, surveyor and legal fees.

Security - A dispute between a property developer and a bank seeking to enforce security for a business loan secured on a portfolio of developments.

Commercial Contracts

As Head of Commercial Litigation at CMS for 21 years much of Tim's work related to commercial contractual disputes. This included work in most business sectors including Consumer Products, Energy & Utilities, Financial Institutions & Services, Hotels & Leisure, Infrastructure and Project Finance, Lifesciences, Real Estate & Construction, TMC. Some other examples of this work are:

CRM Software Development - High Court TCC action by a membership organisation against a software developer for damages, including the cost of a new system, based in contract on a failure to provide a system fit for purpose and in negligence for failing to advise on best practice in the design and development stages.

Hotel and Leisure – Acting for the managers of a trophy hotel & golf course involving an application for a quia timet injunction and an action for damages following the termination of the Management Contract without notice.

Financial Institutions – Acting for an FFA trader in defending a claim for alleged misrepresentation that the counterparty entered into the trade for hedging and not speculative reasons, including issues concerning confidentiality of tape recordings of broker's conversations.

Energy & Utilities - Acted for a major public electricity supplier in a dispute with a generator. The dispute related to the interpretation of the provisions of a Power Purchase Agreement with the generator pursuant to which the amounts payable by our client to the generator in respect of gas purchased by the generator in order to generate electricity for our client were calculated over a three year period.

Energy & Utilities - Arbitration proceedings under the rules of the Electricity Arbitration Association. Representing a public electricity supplier in a claim by a generator to pass on the cost of modifications to a power station under the terms of the Power Purchase Agreement.

Further examples:

Manufacturing – A dispute between a Swedish agent, contracted to source parts for a German car manufacturer, and a UK smelter contracted to provide parts as a consequence of the agent placed the contract elsewhere.

Loss of a Chance – A recruitment agency employed to source candidates for a sales force to be trained to sell a High Street bank's financial products in a national supermarket chain was suing the bank for the loss of a chance following a decision by the bank not to employ the agency.

Product Guarantee – A dispute between a German manufacturer of metal goods and UK company that supplied some specialist tools with a performance guarantee that allegedly the tools failed to achieve.

Exclusivity Clause - A dispute between a graphic designer providing services to a wholesaler for damages for breach of an exclusivity arrangement and wrongful termination in breach of a contractual clause requiring 6 months' notice of termination.

Recruitment – A dispute between a University and a Higher Education Recruitment Agency as to liability and performance under a services agreement.

Termination of car dealership - A dispute as to whether a car manufacturer was justified in terminating one of its dealerships because of concerns about the validity of claims for reimbursement of work claimed to have been undertaken while vehicles were under warranty.

Supply & Maintenance Contract – A marketing business in dispute with a contractor supplying and maintaining office equipment who terminated the contract claiming non-payment of invoices was a repudiatory breach entitling them to termination charges which the customer claimed were exorbitant.

Rectification- A claim brought by the owners of a specialist clinic against a Private Hospital Chain defending a claim rectification of a contract giving the clinic rights to operate in all hospitals in the chain.

Stockbrokers -Dispute between self-employed stockbrokers who together managed a portfolio of investments on behalf of a number of clients.

Maintenance & Supply Contract - A dispute between a contractor and subcontractor relating to the alleged failure to supply goods fit for purpose.

Company, Shareholder and Directors

As one of the most experienced dispute resolution lawyers within his firm, Tim has frequently been consulted on how to resolve boardroom, director and shareholder disputes. Some examples are:

Middle East Share Valuation – Shareholder exercising put option in dispute with the majority shareholder over the valuation of the shares of a company trading in the Middle East.

Directors' Dispute – Concerning nominal and beneficial ownership of shares, alleged breaches of fiduciary duty in setting up a competing company and stealing know how and customers. Option to acquire shares- Representing a

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European Investment Fund in litigation with a US Private Equity Fund, both of whom held shares in and were competing for control of a target in a hostile takeover bid, over rights to shares alleged conferred in an Option Agreement.

Mismanagement - A shareholders' dispute concerning the management and control of a television station managed through a Corporate Nominee in Jersey, including claims against the Corporate Nominee for mismanagement.

Class Actions - Frequently advises institutional investors on invitations to join Class actions advice, including those relating to RBS, Lloyds Bank/HBOS, Tesco, LIBOR and FX manipulation involving reviewing and advising on third-party funding, conditional fees, ATE and alternative funding models.

Further examples:

Deadlocked International Trading Group - Two families disputing ownership and control of a group of companies trading in the UK and with East Asia, following the sudden death intestate of one of the two founders of the business.

Deadlocked private limited company - Two founders of a chain of retail outlets, who had equal shares disagreed as to the need for capital injection and future expansion. One had commenced proceedings for dissolution with a view to buying the others' shareholding at a price to be fixed by the court.

Minority Shareholder - Dispute between the founder of a luxury brand of goods and a private equity fund that had bought a controlling interest in the brand. Subsequently, the fund had entered into an agreement to acquire 100% of the brand and a dispute arose as to the interpretation and enforceability of that agreement.

Abuse by Majority - Claim by minority shareholders that they were being significantly disadvantaged by an agreement for the acquisition of a competitor that involved a change in the ownership of shares and repayment of a group loan in exchange for the issue of further shares, thereby diluting the minority's shareholding.

Share Purchase Agreement – Both parties owned supply companies and had signed an NDA and lock out agreement as part of the negotiations for the purchaser to acquire the vendor's business. A dispute emerged as the vendor claimed that the purchaser disclosed the negotiations to the market to devalue the target.

Asset Purchase Agreement – The purchaser of a care home claiming damages for breach of warranty by the vendor in respect of an alleged failure to give accurate information to the professional valuer employed by the purchaser when negotiating the purchase price.

Corporate Transactions / Warranties & Indemnities

Having worked alongside the Corporate and Private Equity transactional lawyers, Tim has been involved in many disputes arising out of sale and purchase agreements related to businesses all over the world. These typically included claims for breach of warranties and/or indemnities, frequently including allegations by the claimant of fraudulent misrepresentation to try to avoid contractual caps and/or limitations on liability and the ubiquitous 'whole agreement' clause. The dispute resolution mechanisms included High Court litigation, international arbitration and expert determination.

Case examples:

Deferred Consideration - A claim brought by the vendor, against the purchaser, of a business for the final instalment of the consideration payable under a share purchase agreement and a counterclaim for damages for fraudulent misrepresentation and breach of warranty regarding the company's accounts.

Financial Warranties & Indemnities - A dispute between a US construction and engineering group and a Jersey based engineering company concerning warranty and indemnity claims arising from the sale/purchase of a UK subsidiary and claims for loss of value attributable to breaches of financial warranties.

Financial Warranties – A dispute between the purchaser of a controlling shareholding in a pharmaceutical distribution company and the vendors for breach of financial warranties said to be evidenced by a deterioration in turnover and net assets contrary to the position warranted.

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Financial Warranties - The purchaser of a business claimed that amounts in the audited accounts were implicitly warranted to be true, were overstated and the amount overstated should be set off against sums due to the Vendors.

Defamation & Corporate Reputation

Acting for the Daily Telegraph in his early years defending libel actions gave Tim invaluable experience and insights which he now puts to good use representing the interests of clients, and their brands, attacked by the media and competitors. His experience includes:

PLC - Developing a strategy to deal with constant criticism of management, pricing and service designed to reposition the company with the media; including different strands for press, broadcast, specialist internet sites and competitors; implementing same including numerous complaints covering all aspects of the above.

Financial Institution - Handling pre and post broadcast communications with investigative programmes, including in particular the use of undercover journalists and secret filming to make unjustified criticisms of misselling of financial products, including subprime credit.

Food Manufacturer –Actions and complaints against the press, broadcasters and competitors to stop unjustified criticisms including securing undertakings not to repeat allegations from many of the leading newspaper publishers and some broadcasters; including closing down a "campaign" started by one of the tabloid press against a product. Including the leading case on malicious falsehood involving a retailer's advertising campaign denigrating a product.

Consumer Products – Numerous complaints of breaches of the BBC's Producers' Code of Conduct relating to the use of undercover journalists, secret filming and improper editing to make unjustified criticisms. Including a Court of Appeal decision relating to secret filming establishing the principle that sales assisstants are entitled to privacy unless they are behaving improperly.

Pharmaceuticals & Medical Devices – Tim has extensive experience advising the manufacturers of these products how to defend their reputation and that of their products or devices against adverse media involving careful consideration of clinical trials. This included products such as oral contraceptives, anti-depressants, artificial heart valves and injection systems.

International Internet Book Seller - Developing strategy and training for staff as to how best to handle libel complaints by authors concerning customer website reviews and complaints by individuals that they were defamed in books the client was retailing. Including handing the more persistent complaints and defending libel proceedings.

Distributors, Agents & Franchisees

For many years, Tim was client relationship partner for a Germany manufacturer of electrical products who had numerous disputes with distributors all over the UK. Additionally, he represented a franchisor in a number of disputes. Some examples are:

Agent's Commission on US sales – A claim for damages for summary termination of an agent's contract for the sale in the US of automated engineering systems built in the UK, including allegations of breach of exclusivity arrangements by both parties.

Turkish Electrical Goods Distributor - Acting for a Turkish distributor of a European manufacturer of electrical goods where the agreement was terminated on grounds of failure to achieve minimum sales and the distributor counterclaimed for failure to supply stock throughout the life of the agreement

Italian Food Producer - Defending an Italian food producer who had terminated a UK wholesaler without notice for material breach of contract in failing to achieve satisfactory sales and lack of promotion

UK Courier Services - Shareholder of a franchisor of courier services put into liquidation involved in claims by a group of franchisees for losses allegedly caused by the shareholders negligently misstating the nature and value of the franchise.

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Further examples:

Foreign Regulatory Approval Agent - A European pharmaceutical manufacturer in dispute with its foreign regulatory approval agent employed to introduce products into and obtain licences in highly regulated markets in new territories in Africa and the Middle East, including a counterclaim for damages for wrongful termination.

South American Agent - European chemicals manufacturer, in dispute with its South American agent, claiming damages for termination of its appointment by extra-territorial application of the Commercial Agents (Council Directive) Regulations 1993.

European Agent - A claim by a European intermediary in the toy industry running distributors in 12 European States, for a US manufacturer for damages under the Commercial Agents Regulations following the expiry of the term of the agency agreement without compensation.

Stolen Know-how - UK manufacturer of building products being sued for alleged wrongful termination of a distribution agreement. The counter claim alleged that the distributor had stolen know-how and set up in competition while still engaged as distributor.

Distributorship terminated 'for cause' - A dispute between a national franchisor and a franchisee with exclusivity in a substantial part of London where the franchisor gave notice to terminate by reason of breaches of the agreement. The franchisee retaliated by terminating for repudiatory breach based on a 'disproportionate' reduction of territory.

Competing Business - A franchisee given notice to terminate for alleged breaches disputed the lawfulness of the termination and set up a competing business in the same area servicing the same customers.

Reasonable Notice – A French manufacturer of sporting goods had a long standing relationship with an exclusive English distributor without a formal agreement and had purported to terminate the relationship on 3 months' notice without any compensation.

Return of Stock - The manufacturer of building products suing a distributor for failing to account for proceeds of stock sold and failing to return the balance of unsold stock when the distributorship was terminated, including a counterclaim that the manufacturer had misrepresented the value of the distributorship.

Misrepresentation – A franchisee terminated the franchise claiming the right to do so because of pre-contractual misrepresentations and the franchisor was claiming against the directors' personal guarantees unpaid franchise and marketing commissions.

Repudiatory Breach – As a consequence of the franchisor changing the name of the franchise, the franchisee treated this as a repudiatory breach and continued trading under the previous name.

BFA Code of Practice – A claim by a franchisee that they had been treated unfairly in breach of the British Franchise Association Code by its franchisor when terminating the franchise for not achieving targets, failing to settle debts to other network members, not attending regional meetings, failing to return questionnaires and failing to disclose out of territory trading.

Engineering and Construction

Tim's experience in this field relates to disputes concerning construction, design and/or failure of engineering plants, and/or failure of materials. Early in his career, he worked on a large number of claims relating to North Sea construction.

Case examples:

Oil Refinery - A claim for damages arising from the closure of an oil refinery, allegedly due to negligent use of proprietary equipment intended to improve its performance.

Glazing - Persistent failure of glazing units in office developments across Europe due to faulty manufacture.

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Flat Roofs - Architect's negligent failure to specify correct roof construction on a retail shopping centre and office development in London with over 130 flats roofs.

Atrium Design - Architect's negligent failure to design an atrium to allow day light to penetrate the building.

Pharmaceutical Plant - Contractor's failure to complete on schedule the construction and commissioning of a fully automated plant for manufacturing pharmaceutical active ingredients.

Further examples:

Cladding – A dispute between a contractor and sub-contractor related to a contract for cladding high rise residential buildings. There had been three adjudications during the life of the contract and the contractor was contesting all three, claiming damages for delay by the sub-contractor which caused the contractor to have to pay the employer significant Liquidated and Ascertained damages.

Glazing – Dispute between a glazing manufacturer, a high street bank and a glazier in connection with a national contract and liability for work done after the contract had been terminated but for which the bank had received a benefit.

Final Account - Dispute between contractor and employer, for the construction of residential properties, for payment of the final account, with a counterclaim for defects, rectification work and delays.

Subcontractor's account – A dispute between a contractor and a piling subcontractor for the construction of an office block relating to the sums due and a counterclaim for delay.

Building Waste Removal - A dispute arose out of a contract with a local authority where the contractor employed a subcontractor under a term contract to remove and dispose of waste materials from 35 sites. The subcontractor was alleged to be wrong categorising materials as waste for land fill, rather than recyclable, so as to charge more for the service.

Sealing Materials – A claim against a supplier by a manufacturer in respect of two year's production of prefabricated housing units which were failing because materials used to seal them, allegedly represented as suitable for the particular use and weatherproof for 20 years, were failing.

Project Management – A claim by a Government Department against a supplier of project management services where the contract was terminated early because of claims that the contractor failed to manage the project as required by the contract.

Family Business and Trusts

A family business where the principal asset was agricultural land, with significant development value. The business was set up by the deceased parents who left it to two brothers, neither of whom had a controlling interest, and to a trust for their grandchildren. The brothers had fallen out over the how best to develop the land and, as neither had a controlling interest, the grandchildren (still minors) held the balance of power even though they were a minority shareholder. The dispute turned on the administration of the Trust and who had the right to vote the Trust shares.

A family business owned in equal share by three brothers, one of whom had died intestate. One of the surviving brothers brought claims against the estate alleging that the deceased had breached fiduciary duties as a director by using company funds to purchase other assets in his own name which, it was alleged, were therefore held on a constructive trust for the other shareholders.

Insolvency, Bankruptcy & Fraud

As one of the few lawyers who has worked through three recessions Tim has a plethora of experience of insolvencies and bankruptcies. Tim has represented parties in connection with a number of high profile cases involving fraud and corruption.

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Proof of Debt - A creditor, itself in liquidation, whose proof of debt had been rejected took action against the liquidator of its debtor for the recognition of its proof under section 112 of the Insolvency Act 1986 alleging that the trades between the parties were part of a MTIC fraud and should be unwound as they were at an undervalue (section 238) and/or that they were tainted by fraudulent trading (213).

Mirror Group Pension Fund - Tim was appointed by IMRO (Investment Managers Regulatory Organisations) to conduct its investigation into the misappropriation of Mirror Group Pension Fund securities by Robert Maxwell.
Fiona Trust Litigation - He acted for a ship broker in the Fiona Trust litigation involving allegations of a conspiracy to defraud through bribery, secret commissions and the sale of vessels at an undervalue involving issues of Russian, English, Cypriot, Liberian and Panamanian laws.

Ponzi Scheme - Representing a family office defending 'claw back' actions by trustees in bankruptcy.

BCCI - Acting for a North African Bank in a Commercial Court proceedings in London with parallel proceedings in Luxembourg relating to a claim by the biggest single creditor of BCCI for recognition of the debt owed arising from trades on the spot gold market designed to be compliant with Sharia Law which the bank had fraudulently failed to execute.

Further Case examples:

A dispute between a liquidator of a property investment company and a Lender to the company who included in its proof of debt a claim for success fees charged by an LPA Receiver appointed by the Lender to liquidate the company's portfolio of properties.

Fraudulent Preference - Dispute between the creditors of an insolvent company, as a consequence of the late appreciation, that plans to set up a new vehicle to purchase assets from the insolvent company before its liquidation may involve issues of fraudulent preference.

Wrongful Trading – Relating to an action brought by a liquidator against the former directors and principal shareholders of a business put into voluntary liquidation over allegations that they had allowed the company to trade wrongfully in breach of s214 of the Insolvency Act.

Director's Liability – A claim brought by a liquidator against former directors of a company variously for fraudulent preference, transactions at an undervalue, breach of fiduciary duty and repayment of a loan.

Trustees – An action for breach of duty by the previous trustees of an off-shore trust by making distributions to a person who was not a beneficiary.

Cheques - Claim by a customer against a bank for reimbursement of sums debited to his account as a consequence of material alterations to the amounts and payee's name as part of a fraud perpetrated by his accountant who was bankrupt.

Unfairly prejudicial conduct - A claim by the owner of a manufacturing business against a new shareholder who bought a 50% share and then in breach of a shareholders managed the financial affairs of the business to advance his own interests and defraud his fellow shareholder.

Wrongful Dismissal - The managing director of an international engineering company in a dispute with new owners of the business following his summary dismissal arising from his allegedly fraudulent authorisation of a substantial inter group loan to protect his own interests.

False Accounting - The purchaser of a company claimed that, after completing the acquisition agreement and before paying the final instalment of the consideration, it had discovered systemic fraud by the previous directors going back many years.

Insurance

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Throughout his career Tim has acted for numerous insured defendants and is accustomed to considering coverage issues. He has also been involved in bringing subrogated claims, including one on behalf of an insurance club against an engineering company as a consequence of the failure of a pipeline in the North Sea. Many of the claims Tim mediates are insured and some of the claims are against insurers themselves. His knowledge of insurance accumulated over many years of practice greatly assists clients.

Case examples:

Insurance Premium - Defending the Vendors of a Consumer Products manufacturer against a claim for damages related to the Vendor's alleged failure to disclose circumstances which caused the Purchaser to have to pay a significantly increased insurance premium to obtain cover.

Legal Expenses Insurance – An action for breach of fiduciary duty and an account of profits against previous management of a group providing legal expenses insurance.

Credit Hire Insurance – An action for unlawful means conspiracy against law firms and former directors in relation to false and misleading expert evidence given in court actions related to insured damages claims.

Further examples:

Brokerage Commissions – A dispute between a sub-broker and a broker as to commissions received from the underwriters and the amount due to the sub-broker.

Business Insurance – The insured was a trading company seeking to recover under a business insurance policy the amount of VAT withheld by HMRC following a tax investigation into a VAT carousel fraud in which the insured was innocent but the insurers were refusing to accept cover on the basis of lack of full disclosure when taking out the policy.

IT and Outsourcing

Tim was the CMS relationship partner for a number of companies in the Technology and Outsourcing Sectors and handled a large number of disputes relating to IT, IT and other outsourcing, hardware supply and installation, software design, implementation and licensing, systems development and integration, and systems maintenance. Some examples of his work are:

Mobile phone supply contract – A dispute as to liability for late deliver between the manufacturer and the wholesaler related to changes of design and compliance with the contractual mechanism for varying orders.

Outsourcing Freight Delivery Services – Claim for damages for alleged unjustified termination of outsourcing contract.

Outsourcing Joint Venture - Multiple disputes arising from a contract where the employer outsourced its revenue collection division to a joint venture of three European corporations who, as part of the contract, agreed to design, supply and integrate new hardware, software and data warehousing.

Outsourcing Repudiatory Breach - Disputein connection with an agreement for the provision of services to a high street bank, where the bank alleged the supplier's consistent failure to meet service levels were material breaches which had accumulatively amounted to a repudiatory breach of the agreement entitling it to terminate the agreement immediately and to substantial damages.

Outsourcing - Representing a logistics provider of back office services to a high street bank who alleged that consistent failure to meet service levels were material breaches which had accumulatively amounted to a repudiatory breach of the agreement entitling it to terminate the agreement immediately.

Software Development Contract, Licence fees - A dispute with a State Department for an international consultancy concerning who was responsible for licence fees to use software to validate data needed for operation of a National Call Centre.

Further examples:

Project Management – A claim under an outsourcing contract by a Government Department against a supplier of project management services where the contract was terminated early because of claims that the contractor breached agreed Service Levels and generally failed to manage the project as required by the contract.

Outsourcing - A dispute relating to a contract for outsourced services terminated for alleged breach of contract together with a counterclaim for damages allegedly caused by the employer's failure to manage the contract.

Software Development Contract – A dispute between a UK consumer credit business and a software designer employed to design, build and install a bespoke system to manage a large database of customers, including complaints that the software was not fit for purpose, it was late and over budget.

Partnership As an elected member of CMS' management board for a number of years and in his role as Head of Commercial Litigation Tim, has first-hand, practical experience in managing partnership issues as well as representing parties in partnership disputes in professional, investment and financial partnerships.

Breach of Partnership Agreement - Retired partner's entitlement to a capital distribution asserting an assignment of shares between existing shareholders amounted to a "Crystallizing Event" triggering a right for former partners to receive a capital distribution.

International Property Fund Manager – Numerous partnership disputes relating to the termination as good or bad leavers and/or retirement of partners and their respective equity interests.

Further examples:

Guarantee Mediator in a multi-party dispute between a bank, a partnership and partners claiming variously under a guarantee for the debt of the partnership and for restitution of sums the bank had claimed to have security over when it was alleged the bank knew of, or should have known, those sums were subject to a trust for the benefit of the partnership and not individual partners.

Division of Quasi-Partnership Assets – An international publishing company owned equally by two individuals was split geographically between them and a dispute emerged as to the relative values to their shares, in litigation for 13 years before coming to mediation and settling in one day.

Reduction in Points - A partner in a law firm who was retired against his will was threatening to sue for wrongful termination and for damages for breach of the partnership agreement in relation to an earlier retrospective reduction in points.

Duress - A claim for damages for misrepresentation, breach of duty of good faith and duress against a leading international law firm based in London by a partner in a European office following an agreed termination of their equity interest on terms, which they subsequently discovered, were different from those offered to other partners in a similar situation.

Deadlocked quasi-limited partnership - Consultancy business providing strategic advice to multi-national corporations owned and controlled by two equal partners who ran it as a quasi-partnership without a shareholders' agreement or any provisions for breaking deadlock.

Professional Negligence Professional negligence arises in just about every aspect of commerce and many of Tim's cases have involved both contractual and negligence claims. These mostly relate to negligent advice and negligent performance. Tim's cases have involved valuations of trophy properties, commercial developments and hotels; valuation of shares and accounts; negligent legal, tax and investment advice. For example:

Accountants Professional Negligence - Claim against accountants for professional negligence in relation to advice, completing, submitting and amending tax returns over a 6 year period.

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Negligent Advice Acting for Trustees in claim to pass on a tax burden arising from negligent advice to unwind an investment in Gazprom securities held through a custody agreement with a Cypriot Custodian and a Russian third party. Involved challenging the "agency" arrangements whereby the shares were held and the advice that the method chosen to unwind the investment was the optimum solution. Further examples:

Landlord's consent – a claim against a law firm for negligently failing to obtain the landlord's consent to building works in accordance with a contractual deadline.

Valuation - A dispute between a European bank claiming damages for professional negligence in connection with a surveyor's valuation of a property used as security for a very substantial loan where the borrower defaulted on the loan and the property was sold at a very significant undervalue.

Lease renewal - A claim by a hotelier for negligence against a firm of specialist hotel consultants who were managing lease renewal proceedings and failed to make the necessary application to the court to renew the lease so that the lessor took possession of the hotel.

Limitation Period - A former client suing a law firm for damages for negligent advice and breach of duty in failing to commence a civil action within the statutory limitation period.

Litigation - A former client suing a law firm employed to represent the individual in litigation for negligence in respect of the advice related to and conduct of the litigation.

Executrix - A claim in negligence brought by the principal beneficiary and executrix of an estate against a law firm employed to administer the estate.

Survey – A claim that a surveyor instructed by a prospective purchaser of an investment property to check that renovation works complied with Building Regulations failed to do so.

Negligent misstatement - A claim by a customer against a High Street Bank for an alleged representation of the reliability and standing of another customer on which the first customer relied to its detriment eventually leading to its insolvency.

Failure to serve process – A firm of lawyers sued by former clients, owners of a Surgical Clinic, for failing to serve on the correct body an appeal against a decision of the Health Authority to withdraw their operating licence.

Lease – a claim that a law firm had negligently failed to draft termination provisions in a lease of a business centre in order to protect properly the tenant's interests.

Administrator dispute between shareholders of company in administration suing the administrator for negligence in the performance of his duties

Litigation – a claim that a law firm had negligently advised a party to litigation to settle on terms that were not favorable.

Cheques – a claim that a law firm had given negligent advice concerning dishonoured cheques.

Property

Many of the disputes referred to above relate directly and indirectly to real estate interests, the following are disputes which primarily relate to property.

Landlord and Tenant – A dispute between a landlord and tenant for breach of the landlord's covenants and a counterclaim for the recovery of unpaid rent.

Long lease – The tenant under a long lease of a country estate and a landlord were in agreement that the tenant should surrender the leasehold interest but they were in disagreement as to its value.

Repossession Action – The joint owners of a property, one of whom was senile and represented by the Official Solicitor, resisting a repossession action by a mortgagee on the basis that the senile individual did not have sufficient

mental capacity when signing the legal charge.

HK Property Fund - The parties to a joint venture set up a fund in Hong Kong with the sole purpose of acquiring and developing industrial and commercial property in the UK, they had decided to terminate the venture but were in disagreement as to allocation of costs and expenses between them.

Freehold Reversion - A claim by a property developer to a half share in the considerable profits made from the purchase of the freehold reversion to a block of flats in central London as a result of providing 50% of the deposit at the time of the purchase, where the counterparty alleges that the contribution was purely a loan and did not entitle the claimant to any equity interest.

Sales Commission - A claim by an agent for commission on sales to overseas investors of long leases in a new development of student accommodation where the developer counterclaimed that it would not have developed the property but for the agent's misrepresentations.