

# 4-day International Commercial Contracts School

21-24 Mar 2022, London



This specially designed four-day seminar has been expressly developed to focus exclusively on the law and regulations governing business and contract law for cross-border contracts.

## Programme at a glance:

- ✓ Module 1: Basics and necessary theoretical underpinning
  - ✓ Module 2: Skills for drafting a contract
  - ✓ Module 3: Negotiating in the international business arena
  - ✓ Module 4: Boilerplate and standard clauses
- Full programme inside*

★★★★★ *“The programme content was very detailed and included all the important points, the presentation was very good and the speaker delivered the information in a manner that was very easy for one to understand and assimilate.”*

**Patricia Ifewulu, Company Secretary / Head of Legal & Compliance, Continental Reinsurance Plc**

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## Course overview

This four-day Commercial Contracts School will give you a detailed understanding of contract law, drafting techniques and negotiation tactics. Presented by an international specialist in the field, the course will enable participants to effectively navigate the complex areas of drafting and negotiating contracts. It will provide the practical skills and knowledge needed to give you the confidence to understand and draft your agreements successfully.

## Who should attend?

- Heads of legal
- In-house counsel
- Contracts directors and managers
- Commercial directors and managers
- Senior business development executives
- Private practice lawyers
- Professional advisors

Attend the full four-days or **SELECT** which modules you would like to attend. To find out more and get individual module prices call **Customer Services on +44 (0)20 7729 6677** or email **info@falconbury.co.uk**

### Expert trainer



**Mark Weston**

**Mark Weston** is a partner at Hill Dickinson LLP and is the Head of Information Technology, Intellectual Property and Commercial (London). Mark joined the firm from Matthew Arnold and Baldwin LLP where for 12 years he was a partner and Head of the Commercial, Intellectual Property and Information Technology Group, before which he spent several years at Baker

McKenzie.

**Expertise:** Mark's practice covers both non-contentious and contentious matters in all areas of commercial law, intellectual property law, information technology law, Internet, electronic commerce and on-line services law. He specialises in commercial and Tech issues.

**Clients:** Just some of Mark's more well-known clients include Elstree Film Studios, Defaqto, mysupermarket.co.uk, Groupon, RTL Group S.A., Retailcorp Brands LLC, The Gulf Marketing Group, Europcar, Hilton Hotels and the BBC.

**Some detail:** Mark has extensive experience in advising clients on all manner of commercial matters (such as business planning and solutions, franchising, distribution, agency and marketing) through branding and intellectual property exploitation and licensing, to advice and documentation regarding hardware and software issues (such as development, licensing, maintenance and distribution, SaaS and cloud, Internet transactional solutioning, B2B, B2C and B2G electronic commerce, S-commerce and M-Commerce, social media, outsourcing, facilities management, procurement, IT policies, data protection (privacy), GDPR and freedom of information issues). He has a particular expertise in new digital business and revenue streams. He is also experienced in dealing with software disputes and IT litigation. The increasingly extensive media side of his practice relates primarily to publishing (both real world and digital content), to games and gaming platforms (and particularly transmedia technologies), advising companies about their advertising onscreen, online and in print and managing their public communications strategies generally (dealing with the CMA and ASA in the process) – and also a smattering of television, film and music exploitation.

#### More unusual:

Mark has previously spent several months on secondment to Hewlett Packard and he has also been seconded to assist in the legal problems arising in new technology companies such as Symbian. From 2000 to 2001, Mark was resident in the Chicago office of Baker & McKenzie advising US clients on European and UK aspects of IT and electronic commerce law and practice.

Mark is the author of the Legal Practice Companion, a parallel text book at several law schools, the editor of the IP and Media Law Companion as well as the rest of the Companion series of books published by Bloomsbury Professional, Tottels, Cavendish Publishing and Oxford University Press. He has noted numerous reports for the IT Law Reports and is widely published in Computing, Computers & Law, Computer Law & Security Report, IT Law Today, Intellectual Property World, Solicitors Journal and many other journals both online and offline. Mark has also authored articles syndicated in the national and trade press and is regularly quoted in national newspapers. Mark is the author of the Business Names on the Internet chapter in the PLC Ecommerce Manual as well as numerous other articles on various Commercial & IT law topics.

Mark lectures regularly on all Commercial, IP and IT law topics, most recently lecturing at the IBC IT 'Summer School' Programme in Cambridge, England; the Falconbury two-day and three-day Commercial Contracts seminars (run several times a year) and IT Contracts seminars (run three times a year) in London; and he has previously lectured at the Annual On-line & Internet Commerce Law Institute seminar in Chicago and tutored at University College London. He also runs a programme of bespoke training schemes on commercial law, IP law and IT law as well as soft skills programmes such as negotiation skills and presentation skills.

Finally, you will have seen that Mark likes blogging and writing books, which are available at all good bookshops! He also appears regularly on BBC1 (usually providing advice on-screen to BBC Watchdog) and also on Sky News as a legal commentator, as well as trying to avoid the huge quantity of pink powder the TV make-up girls want to apply to his increasingly receding hairline.

## Module 1: Basics and necessary theoretical underpinning

- Introduction to legal relationships: When are you obligated to someone?
  - Discussion
  - Common law:
    - Torts
    - Contracts
    - Statutory duties
    - Equity
  - Civil law
    - Civil codes
- Contract Interpretation
  - A contract: what's it all for?
  - Systems of law
  - Legal systems of the world
    - Civil law -v- common law approaches
  - English law:
    - Precedent (and some Latin)
    - Interpretation and construction
    - Classical contract interpretation (6 canons)
    - Clarity and ambiguity
    - Modern contract interpretation (10 principles)
    - The relevance of background to a contract
- Some things to think about when drafting:
  - Breach of contract
  - Remedies and enforcement
- How do you form a contract?
  - Ingredients to form a contract
    - Battle of the forms
  - Distinctions between negotiations and contracts:
    - Have you accidentally formed a contract while negotiating?
      - 'Subject to contract'
      - 'Without prejudice'

## Module 2: Skills for drafting a contract

- Commercial contract format and structure
  - Law and custom
  - Tone and format
  - Deed or under hand?
  - Mapping the deal
    - The free draft
    - The tied draft: structures of typical commercial contracts
  - Examining our agreement
- Negotiating law, ancillary documentation and contracts
  - Negotiating law
  - Pre-contract documentation and discussions
    - Prevention is better than cure
    - Words to avoid
      - LDs and penalties
  - The pre-contract process
    - Preparation
    - Negotiations
    - Pre-contract documents
    - Interim Agreements
  - Pre-contract contracts (TLAs)
  - Content of TLA documents
  - Agreements to Agree and change
- Terms: express, implied and standard terminology
  - Implied terms
    - 3 types
    - Plus 1
  - Express terms
    - Time is of the essence
    - Endeavours
  - Standard terminology
    - reasonable
    - substantial
    - material
- Drafting techniques (practical tips)
- Drafting techniques: the hard stuff (1)
  - Shall, will, endeavours
  - WCI
  - Undertakings
  - Representations
- Drafting techniques: the hard stuff (2)
  - Warranties
  - Indemnities
- Drafting techniques: the hard stuff (3)
  - Guarantees
  - Indemnities
- Exclusion and limitation clauses
  - Famous liability myths
  - Internationally accepted practice
    - Factors which do and do not affect liability
  - Negotiating liability clauses: B2B
  - Arguments by each side
  - Drafting liability clauses: B2B
  - Types and categories of loss
  - UCTA
  - Exercises
  - Process issues

## Module 3: Negotiating in the international business arena

- Simplifying complexity
- Background
  - Negotiation - what do we mean?
  - Good negotiators
- A negotiation process model
  - General knowledge: know yourself and CP
    - Understanding fears
    - Understanding paralinguage
    - Understanding body language
    - Understanding negotiation styles
    - International negotiations: understanding context
    - International negotiations: understanding culture
  - Specific deal knowledge: know the deal
    - Understanding stakeholder interests
    - Understanding the key objectives
    - Understanding commercial leverage
      - BATNA
      - WATNA
      - Bottom line
      - ZOPA
- Prepare your specific negotiation plan
  - Understanding and preparing your SIIOOPS
  - Preparing your team composition
  - Rehearsing
  - Setting the agenda
  - Preparing the environment
  - Defining communication rules
- The negotiation
  - Negotiate!
  - Strategy and sharing
  - Feedback
- Negotiation techniques
  - Techniques around offers and counters
  - Techniques to resolve conflicts
  - Techniques to build trust
  - Techniques to get past negotiation obstacles
  - Ploys and counterploys
  - Situational tactics
  - Closing

## Module 4: Boilerplate and standard clauses

- Introduction to boilerplate
- Transferring Contractual Obligations
  - Transferring rights
    - Assignment
    - Novation
    - Other
  - Third party rights
    - Privity
    - Some history
    - Practical examples
    - The 1999 rules
    - Drafting issues and traps
- Welded Boiler-plate
  - Part 1: Interpretation
  - Part 2: Notice and Communications
  - Part 3: Waiver
  - Part 4: Invalidity and severance
  - Part 6: Force majeure
- Payments and interest
  - Payment clauses
    - Purpose
    - Goods default
    - Clauses
  - Interest clauses
    - A clause: charging interest for late payment
    - Penalties and rates of interest
    - Force majeure and payments
    - Importance of waiving rights - or not
- Confidentiality clauses
  - Confidentiality agreements -v- confidentiality clauses in agreements
  - When is confidentiality needed?
  - Doing without confidentiality clauses (background law)
  - A confidentiality agreement: the practice
    - A definition: What is confidential?
    - Clause outline
    - Sample clauses
    - Traps
- Term and termination
- Entire agreement clauses
- Governing law, jurisdiction and dispute resolution clauses
- Miscellaneous boilerplate
  - Announcements
  - Counterparts
  - Partnerships
  - Government contracts
  - Non-solicitation
  - Further assurances
  - Equitable relief
  - Signatures

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For your FREE consultation and to find out more about how we can work with you to solve your training needs, please contact **Yesim Nurko** on +44 (0)20 7729 6677 or email [inhouse@falconbury.co.uk](mailto:inhouse@falconbury.co.uk)



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## Schedule and prices

### Three ways to book:



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Email

[bookings@falconbury.co.uk](mailto:bookings@falconbury.co.uk)



Telephone

+44 (0)20 7729 6677

Ref	Date	Location	Price	Early booking price	Until*
11871	21-24 Mar 2022	Live webinar	GBP <b>1,999</b> + VAT = 2,398.80 EUR <b>2,799</b> + VAT = 3,358.80 USD <b>3,119</b> + VAT = 3,742.80	GBP <b>1,599</b> + VAT = 1,918.80 EUR <b>2,239</b> + VAT = 2,686.80 USD <b>2,495</b> + VAT = 2,994.00	<b>14 Feb 22</b>



### Your choice of date & location

We can present this course on an in-house basis, tailored to your requirements, at your location and/or online. Contact us at [inhouse@falconbury.co.uk](mailto:inhouse@falconbury.co.uk) or see inside the brochure for more details of how this can be a more cost-effective approach.



### Multiple booking discounts

Booking more than one delegate on any one date qualifies for a **15% discount** on the second and subsequent places.

\* Note the early booking discount cannot be combined with any other offers or promotional code

### The 'Small Print'

#### FEE

The fee includes all meals and refreshments for the duration of the course (for venue-based courses) and a complete set of course materials (provided electronically). If you have any particular requirements, please advise customer services when booking.

#### PLEASE NOTE

Falconbury Ltd reserve the right to change the content and timing of the programme, the speakers, the date and venue due to reasons beyond their control. In the unlikely event that the course is cancelled, Falconbury will refund the registration fee and disclaim any further liability.

#### TERMS AND CONDITIONS

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