

Commercial Contracts – Part 2

A practical one-day programme

16 June 2010, London

6 October 2010, London


6
CPD Hours
Solicitors Regulation
Authority

Drafting & Understanding BOILERPLATE CLAUSES

*Practical tips and techniques on the use
and understanding of the main types of
boilerplate clauses*

**A one-day guide to drafting clear and concise
boilerplate clauses including:**

- Transferring contractual benefits
- Waiver clauses, invalidity and severance
- Joint and several liability
- Notices and communications
- Force majeure clauses
- Payment and interest
- Confidentiality clauses
- Term and termination provisions
- Governing law and jurisdiction
- Dispute resolution clauses
- Entire agreements clause

SAVE
£100/€125
off *Commercial
Contracts – Part 1:
Drafting Commercial
Contracts*
See inside for
details



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Drafting & Understanding

BOILERPLATE CLAUSES



16 June 2010, London
6 October 2010, London

0900 Registration and coffee

0930 Welcome

0945 Introduction to Boilerplate

1000 Transferring contractual rights and obligations

- Transferring rights
 - Assignment
 - Novation
 - Other
- Third party rights
 - Privity
 - Some history
 - Practical examples
 - The new rules
 - Drafting issues and traps

1100 Refreshments

1115 Welded Boilerplate...

- Part 1: Interpretation
 - Importance
 - Start v finish
 - Headings and titles
 - Usual interpretation clauses
- Part 2: Notice and communications
 - Purpose of a clause
 - Problematic clauses?
 - Relevant case law

- Part 3: Waiver
 - Purpose
 - Effect
 - Clause
 - How does it work?
 - Variation
 - The remedies addendum

- Part 4: Invalidation and severance
 - Purpose
 - Invalid clauses – and consequences
 - Blue pencil test
 - Repair
 - Clause
 - Bolt-ons

- Part 5: Joint and several liability
 - Purpose
 - Clause
 - Bolt-ons

- Part 6: Force majeure
 - Purpose
 - Some history
 - A partisan view of risk
 - What is *force majeure*?
 - Effect
 - Procedure
 - Clause
 - The court

1245 Lunch

1400 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
 - The importance of waiving rights
 - or not
 - Assignment and novation
- Third party rights

1435 Confidentiality clauses

- Doing without a confidentiality agreement
- A confidentiality agreement: the practice
- A definition: What is confidential?
- Clause outline
- Sample clauses

1500 Refreshments

1515 Term and termination; entire agreement clauses; governing law, jurisdiction and dispute resolution clauses (77)

- Part 1: Term and termination
 - Purpose
 - Term
 - Termination
 - Reasons for termination
 - Consequences of termination
 - Survival
- Part 2: Entire agreement clauses
 - Purpose
 - Problem
 - A new purpose
 - The law
 - Drafting
 - A clause
 - Documentary inclusion/exclusion
- Part 3: Governing law, jurisdiction and dispute resolution clauses
 - Governing law
 - Jurisdiction
 - Dispute resolution clauses

Anglicisation

- Bringing it all together
- Miscellaneous boilerplate

1645 Final questions

1715 Close of seminar

Plus attend...

Book on *Commercial Contracts – Part 2: Drafting and Understanding Boilerplate Clauses* today and if you or a colleague book on one (or more) of the following support programmes **at the same time SAVE £100/€125** off each additional programme's full price. *NB: This discount can apply to multiple delegates from the same organisation.*

Commercial Contracts – Part 1: Drafting Commercial Contracts

15 June 2010, London or
5 October 2010, London

Reserve your places NOW on
+44 (0)20 7729 6677 or email
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4 easy ways to book Tel +44 (0)20 7729 6677 Fax +44 (0)20 7729 6110 Email bookings@falconbury.co.uk Online www.falconbury.co.uk

Practical tips and techniques on the use and understanding of the main types of boilerplate clauses

Boilerplate clauses may appear unglamorous when the heat is on to get the deal done, but failure to include appropriate boilerplate clauses can come back to haunt you when the deal goes sour. They are key to making the contract work and must be understood and drafted in a careful and measured way to ensure the basic and contractual issues are not overlooked.

Drafting and Understanding Boilerplate Clauses takes an in-depth look at the practical and effective use of boilerplate clauses in your commercial contract. In just one-day the programme will review the main types of boilerplate clauses that are encountered in commercial contracts, providing an explanation of when and why they are needed and best practice tips and techniques for drafting them.

By attending this seminar it will enable you to:

- **Understand** the key boilerplate clauses to ensure you can effectively govern the day-to-day management of their rights and obligations
- **Draft watertight** and effective clauses every time
- **Examine** assignment, novation and trusts to ensure you are suitably protected in the case of transfer or sale of rights
- **Protect** against the common law position effectively by ensuring you understand the law and consequence of breach and draft effective boilerplate clauses to protect your organisation

- **Draft effective** 'heading' clauses to protect your organisation against unfair interpretation by the court in the case of a dispute
- **Make clear** provision for termination to ensure each party knows where they stand
- **Understand** the practical use and application of boilerplate clause through exercises under the guidance of the expert trainer
- **Discuss** any issues or disputes you are currently facing with colleagues from other organisations to gain new ideas and perspective

Practical interactive learning style

This workshop style programme has been specifically designed to offer a practical, 'nuts and bolts' solution to your drafting challenges. Throughout the expert presenter will use a balanced mix of theory, group exercises, discussion, sample clauses and case studies to provide you with comprehensive portfolio of practical tips and techniques to drafting watertight contracts by the end of the course.

Who should attend?

This course has been specifically developed for those who want to enhance their practical drafting skills, including:

- In house lawyers
- Commercial directors and managers
- Solicitors in private practice
- Contracts directors and managers

COMMERCIAL CONTRACTS IN-HOUSE TRAINING

www.falconbury.co.uk/inhouse

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For your FREE quote, please contact Caroline Glen on **+44 (0)20 7729 6677** or email inhouse@falconbury.co.uk

The speaker

MARK WESTON is a partner at Matthew Arnold and Baldwin where he joined in August 2004 as Head of the Commercial, Intellectual Property and Information Technology Group, after several years at Baker & McKenzie. 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 has extensive experience in-house, having been seconded in the past to Hewlett Packard and new technology companies. His practice covers all sorts of commercial areas (including franchising) as well as extensive IT niches including advising clients regarding hardware and software issues (including development, licensing, maintenance and distribution), solutions for and methods of transacting on the Internet, electronic commerce, including B2B, B2C and B2G, strategies to minimise or maximise liability and carry out compliance audits, outsourcing, facilities management, procurement, company IT policies and data protection (privacy) issues. He also has experience in various other areas of advanced IT law (such as digital signatures and PKI) and in dealing with software disputes and IT litigation (and methods of using alternative dispute resolution techniques). Mark is Chairman of the Society for Computers & Law (north London & Home Counties Region), Chairman of the Intellectual Property Interest Group of Lawnet and is a premier member of the Eurojuris Intellectual Property Panel.

6

CPD Hours

Continuing Professional Development

This course is accredited for 6 CPD hours by the Solicitors Regulation Authority (CPD reference CSC/FALI). After successfully completing the course you will receive a certificate stating the amount of hours and type of training you have completed.

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BOOK NOW!

Commercial Contracts – Part 2:

Drafting and Understanding BOILERPLATE CLAUSES

Yes I wish to attend:

16 June 2010, London, UK

Reference: 1429

6 October 2010, London, UK

Reference: 1466

*For more than two delegates please
photocopy this booking form*

Please quote your Partnership Number to
receive your reduced rate _____

DATES AND LOCATIONS

This training course will be held on:

16 JUNE 2010

ETC – The Hatton
51-53 Hatton Garden
London EC1N 8HN
Tel: +44 (0)20 7242 4123

6 OCTOBER 2010

Central London, TBC

Continuing Professional Development

This course is accredited for 6 CPD hours by the Solicitors Regulation Authority (CPD reference CSC/FALI). After you have successfully completed the course you will receive a certificate stating the amount of hours and type of training you have completed.

VAT RECLAIM – INTERNATIONAL DELEGATES

If you are attending the course from outside the UK you can reclaim the VAT payable through HM Customs and Excise please visit their website at www.hmrc.gov.uk for a downloadable form or contact our customer services on info@falconbury.co.uk for more information.

Please quote your reference number:

6111/

IT IS IMPORTANT TO FILL OUT ALL THE INFORMATION BELOW

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£649 + VAT = £762.57 €799 + VAT = €938.82

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£325 + VAT = £381.87 €399 + VAT = €468.82

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If booking **Part 1** at the same time tick here and **SAVE £100/€125**

Mr/Mrs/Ms (surname) _____ First names _____

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Job title _____

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Payment details

NB Please note that payment must be made in advance of the event, Falconbury reserve the right to refuse admission if payment has not been received.

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Email bookings@falconbury.co.uk

Online www.falconbury.co.uk

Post Falconbury Ltd., 10-12 Rivington Street
London EC2A 3DU, UK

FEE

The full fee for this programme includes all written material, lunch and refreshments.

HOW TO REGISTER AND PAY

A VAT invoice and booking confirmation will be sent within 7 days, please contact us if you have not heard anything after that time. Payment can be made by credit card, by bank transfer (for bank account details please see payment details section of booking form) or by cheque made payable to Falconbury Ltd and posted to the address above. VAT no. 770008751. Any questions please contact Customer Services on +44 (0)20 7729 6677.

ALL PAYMENTS MUST BE RECEIVED IN ADVANCE OF THE EVENT

MULTIPLE BOOKING DISCOUNTS

A multiple booking discount of 15% is available on the 2nd and subsequent delegates booked at the same time from the same organisation. This discount may not be used in conjunction with any other offer or the Falconbury Training Partnership Scheme unless otherwise stated.

ACCOMMODATION

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ALWAYS READ THE SMALL PRINT

CANCELLATIONS & TRANSFER: Once we have received your booking the place(s) are confirmed.

Up to 28 days before the course

- Cancellation – 10% administration fee
- Transfers – Free of charge
- Substitute delegates – Free of charge

- Transfers – 10% fee
- Substitute delegates – Free of charge

13 to 0 days before the course

- Cancellations – 100% fee
- Transfers – 100% fee
- Cancellations – 100% fee

- Transfers – 100% fee
- Substitute delegates – Free of charge

27 to 14 days before the course

- Cancellations – 100% fee

A maximum of one transfer is allowed. After the transfer no cancellation can be accepted and the full invoiced fee will be charged. Transfers are subject to payment of the difference on higher value courses.

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PARTNERSHIP CONDITIONS: The Falconbury Training Partnership Scheme cannot be used in conjunction with any other discount offer, including multiple booking discounts, unless otherwise stated or negotiated.

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