JUNE 2011

INTERNATIONAL COMMERCE

Strategic, regulatory and operational insight from Holman Fenwick Willan

MAKING PLANS FOR THE UNIMAGINABLE

BE READY FOR A DELUGE OF FORCE MAJEURE CLAIMS

THE SPECTRE OF UNREST

SETTING THE STANDARD FOR SHIPPING

PRECIOUS COMMODITIES

INVESTORS MAKE FOR PORT

holman fenwick willan hfw

WELCOME

2011 has so far been a time of exceptional turbulence for international business: buffeted by natural disasters, rocketing prices and a wave of unrest washing around the world. As we continue to chart a course through troubled waters, this issue of *International Commerce* focuses on how businesses can manage risk, stay ahead of developments, and even profit from changing fortunes and trends.

On page 8 we examine force majeure in action through recent natural disasters, and how businesses can avoid leaving themselves exposed by the triggering of force majeure clauses in contracts. On page 16 we discuss commodity price rises, the effect on business, and possible future trends. On page 18 we look at international regulations in the shipping sector and whether they offer a solution or will be frustrated by local actions. Finally, as governments look for external investment in ports and terminals, we draw on new research findings to explore where the major deals are taking place and where the opportunities lie on page 12.

While these remain difficult times for global businesses, we hope the articles in this issue provide insight to help make the path through these challenges easier.

RICHARD CRUMP
SENIOR PARTNER
HOLMAN FENWICK WILLAN

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INBRIEF

Emerging legal and commercial issues for international business

Is your contracting watertight?

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Contracts between shippers and ocean carriers must be tightened up, if the parties are to avoid falling victim to a wave of companies reneging on agreements, says Holman Fenwick Willan Associate Matthew Gore. "Contractual arrangements between shippers and carriers have been loose: making them too open to interpretation and difficult to enforce," he says.

He points out that in some instances it is not easy to determine whether a contract exists. There may be standard terms, a limited bespoke agreement, a rate sheet, or there may have been a number of exchanges so that each believes they are contracted on very different terms.

Gore recommends that contracts should be prepared as the basis of a framework between the parties, with provisions outlining how the parties will work together. The framework should contain the main commercial terms along with other legal 'boilerplate' provisions. "Any individual bookings made between the parties would each be construed as a separate contract, albeit one entered into upon the terms and conditions of the overarching framework agreement," he says.

Written contracts should incorporate clauses which expressly deal with amendment and variation to the agreement. The main characteristics of any such wording is that for the variation to be effective and binding it should be one which has been mutually agreed by both parties.

Gore concludes: "It is key to follow the provisions of the written agreement in relation to variation. Include provisions covering communication in relation to space commitments, particularly forecasts, bookings and rollings and seek win-win solutions or accept the risks of failing to make mutual commitments and look at contingency measures.

"Ensure that written agreements fully cover contractual agreements relating to freight rates and consider index-based adjustment mechanisms for longer duration agreements which are fair and balanced for both parties. Ensure parties' agreed positions on surcharges are reflected, the circumstances in which they will apply and any limits on their magnitude and duration."

Moves to curb solar feed-in tariffs

Robert Follie, Holman Fenwick Willan

Governments across the EU are taking steps to counter inflation in the solar energy market, with many opting to reduce the feed-in tariffs for electricity generated by photovoltaic sources.

"When feed-in tariffs were first introduced, governments were keen to incentivise the use of solar energy but, with some companies seeing this as a windfall, they're now looking to adopt strategies to slow down applications and calm down this market bubble," explains Robert Follie, Partner at Holman Fenwick Willan.

Countries that have already taken steps include: Germany, which has announced reductions of up to 15% to its solar feed-in tariffs; Spain, which has introduced laws to limit the maximum annual hours of operation for photovoltaic plants; and France, which has cut the feed-in tariffs for installations generating up to 100kW, with fully integrated installations and health and educational buildings seeing smaller cuts.

Although the solar energy sector is challenging some of these reductions, downward pressure on tariffs is now regarded as inevitable across Europe.

There are instances where the review of the tariffs is causing other problems. For instance, in France, a working party has been set up to determine the feed-in tariff for larger projects (above 100kW). While it consults with the industry, the lack of certainty means investment in these larger projects has stalled.

"This is an unfortunate side-effect of the review but it's important to get the balance right when setting tariffs," says Follie. "Too high and the market bubble will grow; too low and no-one will want to invest in projects involving solar energy."

Bribery Act guidance leaves questions

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The government has published guidance to accompany the Bribery Act 2010, which comes into force from 1 July 2011, to help organisations understand the procedures they can put in place to prevent bribery.

The guidance sets out six principles designed to inform action to prevent bribery. These cover: proportionate procedures; top-level commitment; risk assessment; due diligence; communication (including training); and monitoring and review.

While welcoming this additional guidance, Nick Hutton, Partner at Holman Fenwick Willan, says there are still significant areas of ambiguity in the Act. "This is important legislation but there's still a large question mark over whether international companies will be affected," he says.

The Act states that it applies to UK companies and to a commercial organisation wherever incorporated "which carries on a business, or part of a business, in any part of the UK". As this could be interpreted in a number of ways, the guidance recommends applying a common-sense approach when assessing whether a company is subject to the Act. The guidance also states that, where the only link a foreign company has to the UK is a listing in London, it would not be subject to the Act.

"This is helpful," adds Hutton. "But, given the background to the legislation and the crucial need of companies to know whether they are covered, it's simply not good enough to draft legislation with such fuzzy dividing lines between what is and what is not covered."

Corporate manslaughter test case

The first conviction under the Corporate Manslaughter and Corporate Homicide Act 2007 indicates how the courts will approach such prosecutions but does not answer many fundamental questions regarding future liabilities for directors.

In the case, against Cotswold Geotechnical (Holdings) Ltd, Alex Wright, a Junior Geologist employee, died of traumatic asphyxiation when unsupported walls of the 3.5-metre trench in which he was working collapsed. The company was fined £385,000. Although the case shows that small companies can and will be prosecuted, it has left some areas untested. "Because this case was brought against the company rather than an individual, we do not yet know how the courts will interpret what constitutes 'senior management'," says Rachel Butlin, Associate at Holman Fenwick Willan. "On top of this, we didn't see the court use all the powers available to it, including remedial and publicity orders." The size of the fine was also below the £500,000 minimum recommended by the Sentencing Guidelines Council and, rather than being payable within 28 days, will be paid over a 10-year period. However, although it is a smaller fine, it still represents 116% of Cotswold's annual turnover. Butlin adds: "It will be interesting to see whether a court will approach fining a large bank or oil company with a similar percentage of its annual turnover."

While more cases will help to clarify these issues, Butlin recommends that companies pay close attention to health and safety procedures. "Try to maintain a culture where everyone takes responsibility for health and safety," she advises. "Continuously review your safety management systems and ensure your health and safety leadership meets appropriate standards."

EVENTS DIARY

TOC Europe
Antwerp, 7-9 June 2011
Partner Craig Neame will present at this HFW-sponsored annual ports and terminals conference.

C5 Offshore Energy Insurance Forum
London, 15-16 June 2011
Partner Paul Wordley will speak at this forum, which looks at sector trends and insurance coverage disputes.

Freight Forward Agreements – Executive Briefing
New York, 23 June 2011
Partner Brian Perrott will be presenting at this half-day workshop.

Coaltrans Mongolia
Ulaanbaatar, 28-29 June 2011
Partner Paul Aston will be presenting on the challenges for foreign investors in mineral resources. Partners James Donoghue and Andrew Ridings will also be attending.

Australian Grains Industry Conference
Melbourne, 25-27 July 2011
Holman Fenwick Willan will be sponsoring this annual conference. The firm will be presenting and chairing during the course of the conference and we will also have an exhibition stand. Partners Chris Lockwood and Stephen Thompson will be attending.

Offshore Drilling Rigs
Singapore, 26-29 July 2011
Partner Chanaka Kumarasinghe will be presenting on contract issues relating to offshore construction and services.

For further details, please contact Sarah Vertanness, Events Executive:
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THE SPECTRE OF UNREST

The unrest that has spread across the Arab world has major implications for global businesses. How can organisations predict what will happen next and how should they respond?

WORDS BENNETT VOYLES

As with the collapse of the Soviet Union in 1989, the change that began in the Arab world this spring seemed unthinkable the day before it started and inevitable the day after. It was unthinkable because the regimes had endured for so long: when Colonel Muammar Gaddafi took power in 1969, Richard Nixon was beginning his first term. But limited civil liberty, volatile food prices, an omnipresent bureaucracy and the perception of economic domination by a corrupt elite had created a mood of deep frustration. Add to that the fact that the Arab world is so young now – in Egypt, 52% of the population is under 25 – and the situation began to look explosive, at least to a few keen observers. "This situation had lasted too long…the smallest spark was enough to trigger the revolts – revolutions in some cases," says Néjib Ayachi, Director of the Maghreb Center, a Washington DC think tank on North Africa.

The spark

The torch was lit on 17 December 2010 when Muhammad Al Bouazizi, a 26-year-old Tunisian market-trader, immolated himself in front of a government building in Sidi Bouzid, a small provincial capital in the centre of Tunisia. Al Bouazizi reportedly reached breaking point after a policewoman seized his stock, claiming that he did not have the right licence, then slapped his face when he tried to get his apples back. When Al Bouazizi died on 4 January, the streets erupted, co-ordinated in part by rallies organised online, through Facebook and other social networks. By 14 January, long-time President Zine al-Abidine Ben Ali had fled. Encouraged by this success, young Egyptians began their own street protests on 25 January. On 15 February, after several stormy weeks in which protestors clashed repeatedly with police, their dictator also left office.

"Traders chartering vessels to Libya should check the terms of the war risk clause."

ANDREW RIDINGS, HOLMAN FENWICK WILLAN

These twin events encouraged others to act in Bahrain, Yemen, Jordan, Syria, Morocco and Libya. Resistance continues, most seriously in Libya, where war now wages between ill-equipped rebels, protected to an extent by NATO air support, and Gadaffi's well-equipped army.

Economic impact

Globally, the revolts have pinched economic prospects, with fear of supply disruptions in Libya and other oil-rich Arab states pushing the price per barrel from US$91 in December to US$122 in April. In late March, Fitch Ratings lowered its global GDP forecast from 3.8% growth to 3.2%.

Those operating in areas affected by unrest have felt a direct effect. In Tripoli, Turkish developers, in partnership with local investors, had several malls in development. Marks & Spencer had a store. "The projects under development will all have ceased and foreign-owned stores will have closed either due to embargo on imports or the evacuation of foreign staff, or both," says Simon Thomson, Principal of UK-based consultancy Retail International. However, he says retailers in Beirut, Dubai, Abu Dhabi and Qatar may benefit if the political situation remains calm.

In other instances supply chains have been cut off. Of particular concern are agricultural imports to North Africa, particularly Egypt, the world's largest wheat importer. Holman Fenwick Willan Partner Andrew Ridings says: "We understand that the port of Tripoli and many other ports in Libya are closed for all practical purposes, while sporadic delays at Egyptian ports are likely to continue until political stability returns. Traders who have chartered ships to load at an affected export terminal may incur significant demurrage liabilities or even cancellations if the laycan period passes without loading."

• **Bennett Voyles** is an independent business journalist


ISTOCKPHOTO

"Traders chartering vessels to Libya should check the terms of the war risk clause in their charterparties. The VOYWAR 2004 and CONWARTIME 2004 definitions include rebellion and civil commotion, and owners may legitimately refuse to follow charterers' orders to proceed to a port where the vessel may be exposed to war risks if, in the reasonable judgment of the master/owners, there is or may be a danger to the vessel, cargo, crew or other persons on the vessel."

Commodities traders doing business in Egypt or Libya face immediate practical difficulties, in particular relating to payment and delivery. "Trade with Egyptian and Libyan companies has been affected by concerns about receiving and making payment as the banking networks have been disrupted by the unrest," says Ridings. "This presents difficulties for unpaid suppliers and shippers, particularly where the goods are already en route to their destination, and for buyers required to make prompt payments under their contracts."

However, contract frustration is less of an issue. Ridings points out: "A contract will only be discharged by frustration when it has become radically different or impossible to perform. For example, a contract for the sale of grain to an Egyptian buyer is unlikely to be frustrated just because transport or finance problems have made performance significantly more difficult or expensive. A closure of the Suez Canal might make a contract more difficult or expensive to perform, but it is very unlikely to be a frustrating event."

Trade sanctions against Libya have created fresh challenges, as trade with certain entities and individuals connected with the government has been outlawed. Anthony Woolich, Holman Fenwick Willan Partner, warns that given the nature of the Libyan regime, a number of 'commercial' enterprises in Libya are likely to be subject to extensive state control. Any business that trades to Libya or with Libyan individuals, companies or entities must obtain as much information as possible about the ownership and control of their counterparts in Libya. If there is any indication of state control, legal advice must be taken to assess the risk of a breach of sanctions. Woolich says some companies may choose not to trade with Libya at all, and "the effect of such a decision on existing contracts will need to be carefully considered".

Nor will corporate risks necessarily end when the fighting stops. Companies with close ties to a previous regime may find it difficult to regain control of their property; others could face risks if the government does not change. In Libya, for example, Gaddafi has threatened to replace Western oil companies with Indian and Chinese companies.

How can a company protect its assets? For Sam Taylor, President of Reputation Dynamics, a New York-based corporate social responsibility consultancy, the key lessons for business are the importance of understanding local social dynamics, and the necessity of acting ethically, especially during a crisis. "Companies are particularly under scrutiny and followed more closely with respect to how they respond during a crisis, disaster and/or political unrest," she says.

Even for companies with no direct MENA interests, this teaches us that it's a small world. James Lam, a Boston-based risk consultant, warns companies to consider the impact not just of a single event but multiple events happening simultaneously. "One event in one country or region is going to have a spillover effect on many other exposures," he says.

What next?

Optimists predict a relatively peaceful democratic future for MENA after the turmoil subsides. Pessimists, meanwhile, warn that democracy may not necessarily triumph.

For Western business, results may be mixed. "There are some positives for Western business in the Gulf as a result of the higher growth rates, but there could be a downside on the policy front as governments pull back from promotion of private-sector investment owing to the taint of corruption — a particular concern in Egypt," says David Butter, a MENA Analyst for the Economist Intelligence Unit in London.

In Tunisia and Egypt, at least, whichever system is adopted is likely to have some degree of openness, since tourism is crucial for both countries. Libya too, with its superb beaches and largely unvisited Roman ruins said to be more spectacular than Pompeii, may also want to open up more to the world.

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For communities and businesses in Japan, Queensland, Brazil and Sri Lanka, 2011 has already brought devastating human tragedy and unimaginable loss and our thoughts and sympathies are with all those affected. In the weeks and months that follow such destructive events, we also begin to count the cost. In Japan, experts predict that the rebuilding costs after the tsunami will be higher even than the US$100 billion following the 1995 Kobe earthquake. IBIS World, the global research company, estimates the total cost of the Queensland floods at AUS$30 billion.

In many instances, the cost of natural disasters such as these cannot be recovered, as they trigger force majeure clauses in commercial contracts. These clauses allow one party to be released from its contractual obligations as a result of specific circumstances deemed beyond anyone's control. So-called declarations of force majeure are becoming ever more common. As a result, the way that such clauses are drafted, the events that are included and the requirements contained in them are increasingly important. Parties to contracts must be vigilant on the detail.

Knock-on effects

Cataclysmic events have knock-on effects in various sectors of the economy. In Japan, for example, the entire energy sector has been severely disrupted by the damaged Fukushima nuclear power plant, which in turn has had huge repercussions for the country's manufacturing capabilities, amid fears of power shortages. Such sequences of events can lead to

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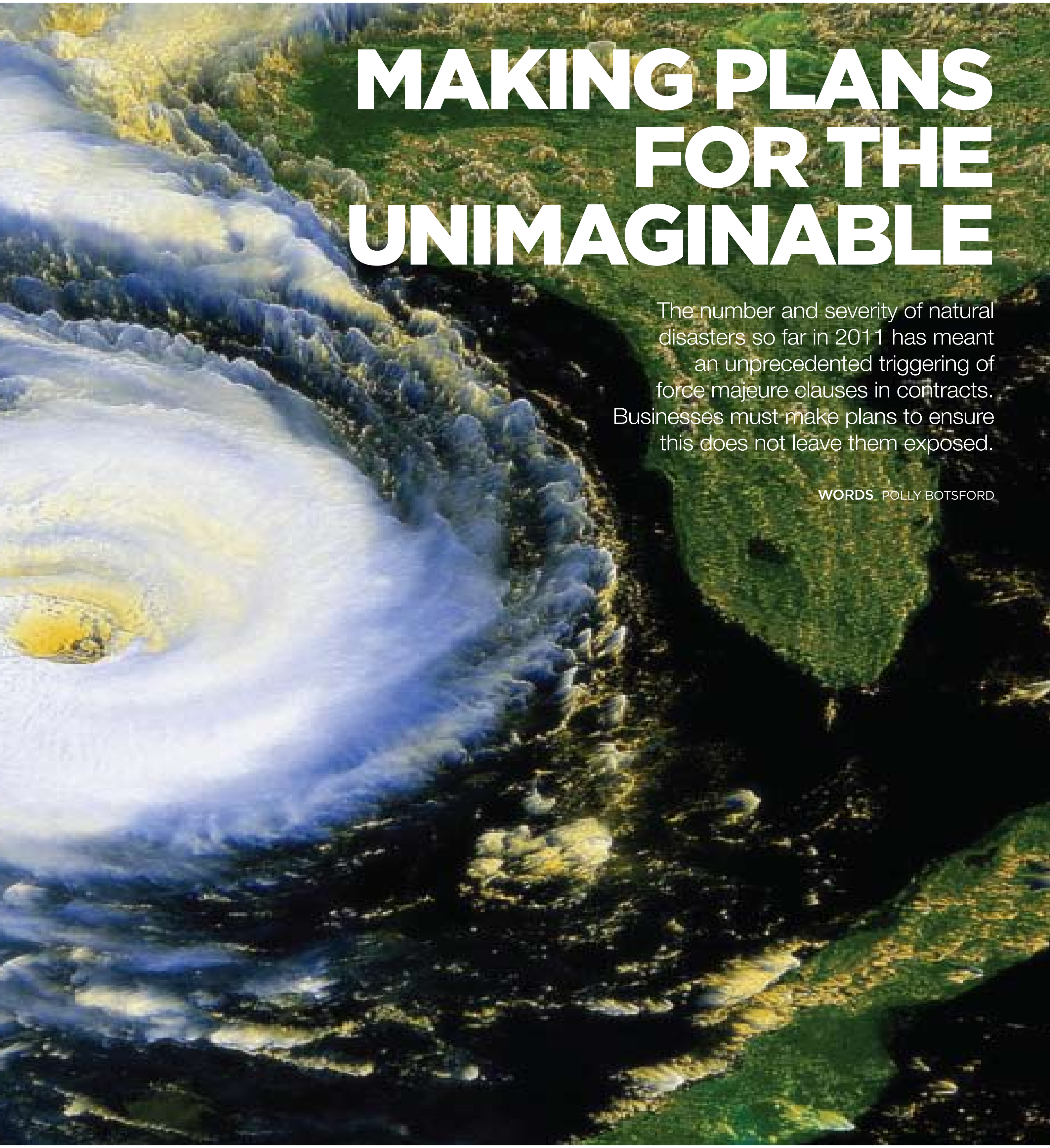
> *Force majeure is very clause-specific: what matters is what has been written in that clause in that contract.*
>
> **SIMON SLOANE, HOLMAN FENWICK WILLAN**



MAKING PLANS FOR THE UNIMAGINABLE

The number and severity of natural disasters so far in 2011 has meant an unprecedented triggering of force majeure clauses in contracts. Businesses must make plans to ensure this does not leave them exposed.

WORDS POLLY BOTSFORD

> *There are a number of issues for traders who can be left exposed and their stock and resources can be stretched. The legacy of force majeure disputes will be costly and long.*

HAZEL BRASINGTON, HOLMAN FENWICK WILLAN

declarations of force majeure, but there will be much attention paid to whether the event directly impacted on a contractual obligation or whether its effect was indirect.

Specific sectors can be uniquely damaged too: in Queensland it was the commodities sector and its traders that felt the floods most acutely because the region is a major exporter of hard and soft commodities such as coal and wheat as well as sugar and other key commodities. (An estimated AUS$2 billion was lost in the agricultural sector and AUS$6 billion in mining.) Where floods trigger a potential declaration of force majeure, commodity traders are affected as much as producers: they may find that their contracts with suppliers and buyers do not match in terms of differences in force majeure clauses up and down the supply chain. Where suppliers can rely on a force majeure clause but traders cannot rely on a matching clause in the contract with their customers, the traders will lose out.

In addition, force majeure clauses often have specific requirements such as giving notice of the event, which, again, need to be matched down the supply chain or the trader could be caught between the differences in the clauses.

Traders exposed by force majeure

In addition, there are specific problems with force majeure clauses such as the ‘best endeavours’ element. Many clauses are drafted so that they stipulate that a supplier must have mitigating procedures in place to reduce the overall impact of natural disasters and only when the force majeure is beyond those procedures can the clause be relied upon. However, the courts tend to construe this strictly and will confine ‘best endeavours’ to what is commercially reasonable. The net result is that suppliers may be able to rely on force majeure even where a trader may argue that they have failed to protect themselves adequately.

Hazel Brasington, an International Trade and Commodities Partner at Holman Fenwick Willan, says that there are a number of issues for traders who can be “left exposed and their stock and resources can be very stretched as a result”. Indeed, the legacy of force majeure disputes will be costly and long. She adds: “Cases coming out of the Queensland floods will be in dispute resolution over the next three years, or more.”

For traders, price spikes caused by supply problems can mitigate the overall cost to their business. Not so for shipping. Natural disasters can cause critical delay or disruption to ships’ movements as well as to charterers’ cargo, which can be held up or even damaged in storage. In Queensland, for instance, much of the cargo, such as coal destined for Asia or other parts of the world, could not be brought from the mines to the container ship docked in the quay because roads and railways were severely damaged. Cargo in storage areas, such as water-sensitive iron ore, was damaged.

Force majeure clauses are, therefore, a vital component of the charterparty: if the charterer declares a force majeure event, it may be released from its obligations under the charterparty, for instance, to pay the demurrage – the daily rate payable for each day that a ship is delayed in port. David Morriss, a Shipping Partner at Holman Fenwick Willan, explains: “That rate typically reflects the financial loss that the shipowner may suffer as a result of the delay and can be in the tens of thousands of dollars. If a force majeure clause can be relied upon, this is a massive cost to the owner whose ship has wasted valuable days in the berth.”

The effect of the increasing reliance on force majeure for ship owners and charterers is that these clauses have taken on huge financial significance. It is all down to the clause itself, as Simon Sloane, an Insurance Partner at Holman Fenwick Willan, explains: “As there is no statutory law or international treaty relating to force majeure, it is very clause-specific: what matters is what has been written in that clause in that contract. Is the event a force majeure event according to the clause and does the situation which has resulted from that event fit the clause?”

Protect the business

So how can businesses protect themselves? Insurance is one solution to the problem of force majeure events. Insurers can cover operating losses and the costs of more labour and of having to carry out contingency plans. Of course, for insurers, floods are part and parcel of their business; in Queensland the value of claims now totals AUS$2.31 billion for 49,400 claims).

However, the increasing number of natural disasters

• **Polly Botsford** is a regular contributor to *The Law Gazette*

REX FEATURES

means insurers are having to reassess the risk, as an ABI spokesman explains: “We are not climatologists. Insurers use the tools available, such as flood maps, but this is unpredictable territory so in the end it is about reassessing risk. Premiums will always reflect risk and so if the risk goes up, so will the premiums.”

Claims based on force majeure events are on the increase. Analysing these claims is largely a matter of causation, as Sloane, who advises clients involved in business interruption insurance, explains: “The adequacy of the clause and whether the force majeure event has actually caused the disruption to the contract is a key part of analysing any claim. Is it actually something else which has caused the failure? Or has the insured failed to protect itself adequately and reasonably against the force majeure event?”

Similarly, insurers may look at losses declared as a result of force majeure and ask whether, for instance, an insured has under-sold stock in order to retain business relationships rather than taking all possible steps to mitigate immediate losses. Sloane adds: “Loss of sales and lost production are always looked at very closely in the claims.”

Drafting is key

As well as insuring, parties to commercial contracts can focus on good drafting too. In simple terms, parties will look at a force majeure clause in different ways depending on whether they will be relying on it themselves or seeking to ensure that the other party cannot rely on it to avoid contractual obligations. There are other strategies: commodity traders will, ideally, go back-to-back on force majeure clauses.

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Brasington says: “Traders should protect sales by closely backing off exclusion and limitation clauses up and down the chain. But the main lesson is to think carefully about the implications of such events, to analyse where risk is concentrated and draft the clauses accordingly.”

Certainly, there are a number of sources of standard clauses as a starting point. The International Chamber of Commerce (ICC) has standard clauses and produces guidance on how to work with force majeure. In fact, the ICC has been looking into force majeure clauses for some time now. Policy Manager, Andrew Wilson, says: “We are aware of the importance of using force majeure clauses in international contracts. Most large organisations will include these provisions as standard but awareness amongst small and medium-sized enterprises is understandably patchy. We are working to get the word out to all businesses of their importance and produce a number of guides and model clauses to help with this.”

Specific trade organisations have their own recommendations. The British International Freight Association (BIFA), the UK’s trade body for freight forwarders and cargo, has a standard force majeure clause that, as Robert Keen, BIFA’s Executive Director, says: “our members are expected to incorporate in international freight contracts”. But standard clauses also need to be adapted to the particular contractual situation and parties are always advised to push back from customers or suppliers who only have standard form contracts that may not give sufficient protection.

Force majeure is not new and in many sectors is a familiar commercial reality, as Holman Fenwick Willan’s Brasington observes: “Force majeure is a fact of life in business and it often doesn’t have to be the major events. It can be as simple as machinery breaking down or derailments. Major companies deal with force majeure events all the time.” But Brasington concedes that the events in Japan and Queensland are unprecedented: “What is different is the scale of the events and the impact of them, which is far more widespread than before.” Parties now need clauses that cater adequately for these new realities to operate in a world that has seen more than its share of devastation in recent months.

INVESTORS MAKE FOR PORT

Ports and terminals offer a unique investment opportunity, and are attracting growing interest. New research by Holman Fenwick Willan reveals where the deals are taking place, and where the opportunities lie.

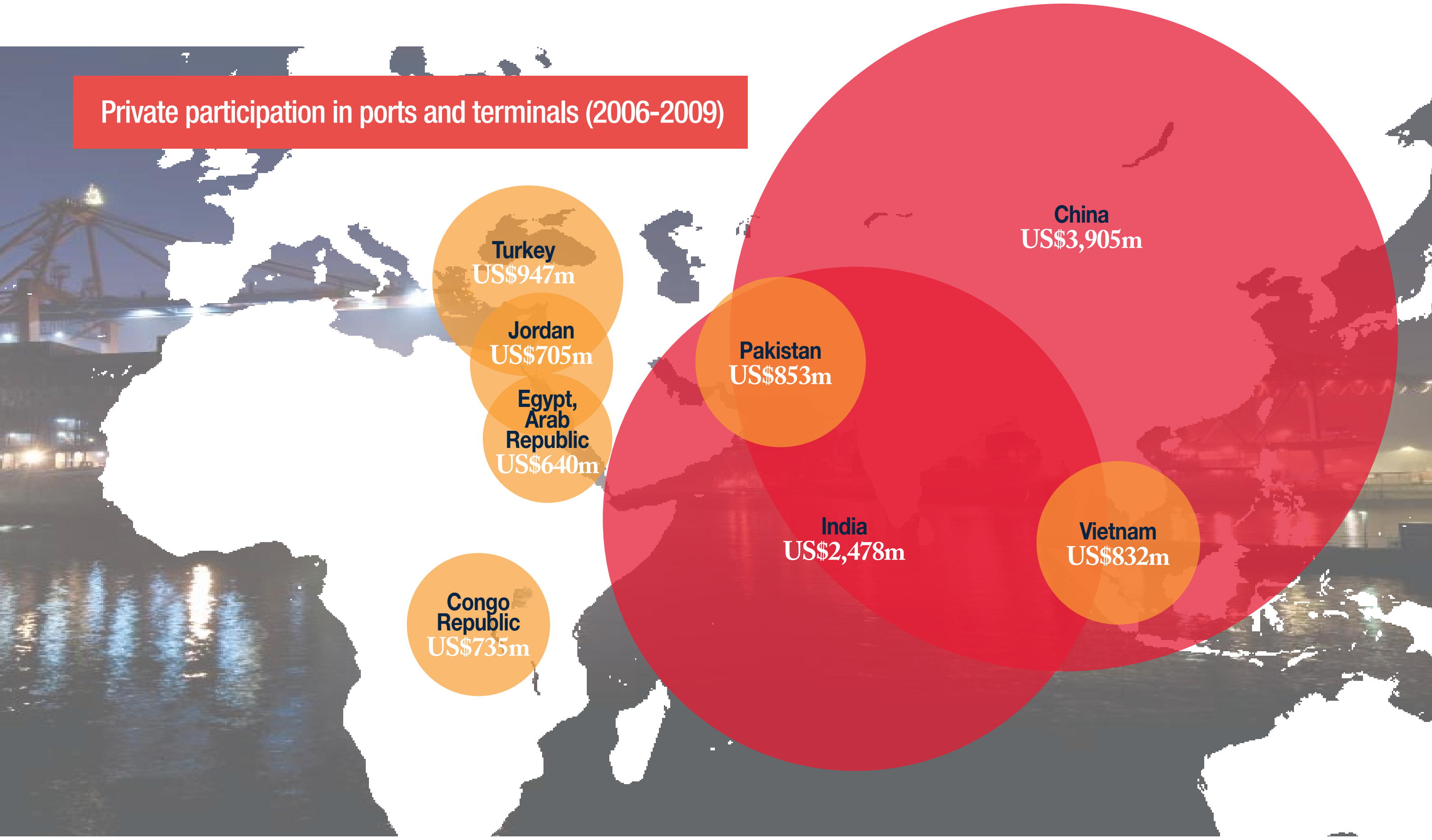
WORDS SARAH COLES

Investing in ports and terminals has traditionally been the preserve of governments around the world. However, over the past decade the market has opened up. Governments have come under increasing pressure to spend their limited assets elsewhere, while simultaneously private companies have become increasingly aware of the investment potential. So where are the deals taking place, and where do the opportunities lie?

"Private interest in ports has taken off over the last 10 to 15 years, with far more concessions being granted by governments and local port authorities than before," says Jesper Kjaedegaard a Partner at maritime advisory company, Mercator International. A new report on the market produced by Holman Fenwick Willan reveals that almost 200 separate projects under the private participation in infrastructure (PPI) scheme were launched in the seaport sector worldwide between 2000 and 2009. This resulted in a total investment of about US$38 billion. This includes about US$20 billion spent on 78 greenfield projects in Asia, the Pacific, Latin America and the Caribbean.

For governments, private investment in seaports is often an attractive prospect. As Kjaedegaard points out:

195 private participation projects in the seaport sector were initiated in 2000-2009, commanding total investment of around US$38bn



"The less a government can put into such a project, the more they can invest in something else." Meanwhile, the country still benefits from an upgrade of existing facilities, job creation, and even boosting economic growth at a time of expanding bilateral free-trade deals.

But attracting private interest is not always easy. "There are many projects worldwide and it is important that port authorities do a good marketing job," says Matthew Gore, Associate at Holman Fenwick Willan. By way of example, he says that ports should offer a high degree of freedom for private companies to set tariffs, and long leases with the option to extend. "This can be advantageous to both sides," he says. Concessions are generally for a period of between 20 and 50 years and investment stakes range from 20% to total financing, depending on the host country and port authority.

While bulk shipping of commodities dominates global trade volumes, as far as private funding of bulk shipping terminals goes, investments have been relatively limited, according to Alistair Mackie, Head of the Ports and Terminals Group at Holman Fenwick Willan. Bulk terminals are often dedicated to a particular raw material, mines tend to control their own supply chain, and often there is just one customer – so deals are not attractive to any party. The container industry presents more widespread coverage and has seen a significant rise in traffic from 442.8 million TEUs in 2005 to an estimated 569.6 million TEUs in 2011, according to the Holman Fenwick Willan research.

East Asia and the Pacific accounted for almost 29% of all PPI projects over the past 10 years, with their markets tending to dominate the field due to rising containerised export flows, and this trend is growing with increased intra-Asian trade. China has seen a

New research report available

This article is based on *Global Investment in Ports and Terminals*, a new research report on private investment, commissioned by Holman Fenwick Willan. Using extensive analysis of quantitative and qualitative global sources, it highlights key data, regional and industry trends and examples of specific investments. It is available by contacting Tania Phayre on tania.phayre@hfw.com or +44 (0)20 7264 8546.

SOURCE: PPI-WORLD BANK; PIPAL RESEARCH ANALYSIS IMAGES: PHOTOLIBRARY.COM

Investment in projects by region (US$ million)

Financial year closure	East Asia and Pacific	Europe and Central Asia	Latin America and the Caribbean	Middle East and North Africa	South Asia	Sub-Saharan Africa	Total
2000	486	97	520	564	0	178	1,844
2001	231	0	825	0	220	0	1,275
2002	1,400	0	179	0	240	0	1,819
2003	1,270	121	282	0	44	156	1,873
2004	822	54	163	430	238	71	1,777
2005	3,054	202	229	103	500	2,380	6,468
2006	2,112	301	851	742	1,497	86	5,589
2007	2,650	907	1,252	1,126	1,331	71	7,336
2008	758	429	2,466	1,060	658	873	6,243
2009	420	135	2,151	153	790	159	3,808

In 2009, the world container traffic was estimated at ***134.4 million*** *TEUs, based on global port handling of 476.1 million TEUs.*

Top global investors (total investment in ports and terminals)

PSA International	US $ 2,922m
APM Terminals	US $ 2,461m
DP World	US $ 1,908m
Hutchison Port Holdings	US $ 1,209m
International Container Terminal Services Inc	US $ 384m
CMA-CGM	US $ 375m

During 2010-2015, the world container port traffic is expected to register a compound annual growth rate of ***7.3%*** *to reach a value of* ***750.5*** *TEUs in 2015.*

SOURCE: PPI-WORLD BANK; PIPAL RESEARCH ANALYSIS IMAGES: ISTOCKPHOTO

"Investors are looking to more recession-proof areas with higher growth rates and higher returns."

MATTHEW GORE, HOLMAN FENWICK WILLAN

particular wave of private container port concessions, explains Connie Chen, a Consultant with HFW, due to the large volumes. "The potential returns are quite high for investors," she says. Chen explains that most of the major container terminals along the Chinese coast line have private interests that tend to comprise foreign and local partnerships for concessions of between 30 and 50 years, with the largest shareholder usually a state-owned organisation such as the local port authority.

Smooth project development

As well as the soaring trade flows, rapid investment lead times between the conception of a project and its implementation have proved attractive to investors. "For China, development is conducted in a very co-ordinated fashion for ports, compared with other countries," says Mackie.

Investors in global port developments include the large and experienced global terminal operators such as Hutchison Port Holdings, APM Terminals, PSA International and DP World, as well as a variety of newcomers. There are barriers to entry for the latter. "Investors need a proven track record and solid operating performance," says Gore. "They need regional knowledge or a regional partner and should consider the wider benefits of their bid covering the public sector, environment and economy."

However, Chen says that in China the bargaining powers of local port authorities are on the rise. "They are rapidly gaining expertise and their spending capacity also has increased. Foreign capital input has become less attractive." Such a development could make it more difficult for foreign companies to invest in Chinese terminals in the future, explains Chen. "Entry prices are higher and authorities are more willing to grant concessions to private companies with guarantees of volume liner business," she says. "There is less supply of leasehold contracts and more demand."

While the global financial crisis had a major impact on trade flows, the effects on port business were limited, according to Kjaedegaard. "The ports were somewhat cushioned in 2009 due to long-term agreements with a variety of international users," he said. "Whereas global container volumes dropped by some 8-10%, the margins for the port operator largely remained unchanged." Gore notes that the financial crisis caused global operators to scale back internally. "They looked to protect their existing business rather than expanding," he said. "There were cost reviews to see how to operate more efficiently and effectively."

*Private participation in infrastructure increased at a compound annual growth rate of **8.4%** over 2000-2009.*

Optimistic outlook

The shipping industry bounced back in 2010 with commodity flows boosted by rapid growth in emerging markets, plus modest but positive expansion in mature economies. For the container sector, preliminary data for 2010 suggests volumes surpassed 2008 levels, with a notable increase in intra-Asian trades. "Our global annual throughput for 2010 was well ahead of historic peak levels seen in 2008," says a spokesman for DP World. "This reflects the faster-growing emerging market focus."

This is echoed by Gore, who says operators want to expand their portfolio. "Investors are looking to more recession-proof areas with higher growth rates and higher returns." He says that the 2010 rebound in box volumes took many container lines, "somewhat by surprise." As such, he sees further expansion in this sector, particularly as new contracts for even larger container ships have been signed; an indication of optimism for future trade flow volumes.

Kjaedegaard sees LNG terminals as a growth area but notes that traditional project finance loans have contracted since the financial crisis. He points out that there are alternative means of investment, however. "There is definitely a lot of financing going on," he says. "Infrastructure funds and private equity is increasingly moving in." Gore adds that pension funds are also eyeing the sector: "They have a long-term view on investment." For a business with the longevity of seaborne trade, such an enduring perspective would appear well placed.

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COMMODITIES HIT BY SOARING DEMAND

Commodity prices have surged across the spectrum, raising issues for industry and consumers alike. What lies behind the rises, and what does this mean for global businesses in the short to medium term?

WORDS PHIL THORNTON

From 'ags' to zinc, the world has been in the grip of a surge across the spectrum of commodity prices in 2011. An index of food prices topped the all-time high it reached in 2008, when food riots broke out everywhere from Bangladesh to Haiti. Cotton broke the US$2 a pound level for the first time, while oil prices rose over US$120 a barrel before falling back again. The price spike sent shock waves around the world as consumers and businesses struggled to cope with a rapidly rising cost burden. So just what has been behind this phenomenon, and what does it mean for business?

Politicians have grown increasingly concerned, and possible scapegoats have been identified. French President Nicolas Sarkozy, who holds the chair of the Group of 20 countries this year, blamed speculators for driving up prices and adding to market volatility. But most commentators doubt speculation is driving the strong price rises and point to other long-term factors. Damian Honey, a Partner in Holman Fenwick Willan's trade and energy group, says: "I don't think speculators are driving the market up. I think they provide a service to the market."

Demand in the driving seat

In reality, Honey says the main contributor to the rise in prices is simply demand, "which is pretty basic economics". He says India and China are "huge drivers" of the commodities boom, along with the other members of the BRIC economies, Brazil and Russia. Rapid industrial growth and investment programmes, particularly in China, have driven up demand for metals, energy and other industrial commodities. The results are dramatic: copper prices surged by 24% in the year to 12 April 2011, palladium rose almost 200% in that time and oil increased 43%. While all have since fallen back, they are expected to recover.

"China is sucking up a vast amount of world resources."

DAMIAN HONEY, HOLMAN FENWICK WILLAN

Standard Chartered, the investment bank, has identified a 'super-cycle' in economic growth and commodity prices. Rapid urbanisation and growth of the middle classes in Asia and other developing regions will affect demand for commodities. It highlights copper, coal, oil and cotton as being particularly vulnerable to long-term price rises, as the supply response struggles to keep pace with the scale and speed of change in demand.

Paul Aston, a Holman Fenwick Willan Partner, agrees, saying an industrial revolution is under way in China and India that is similar to the one that took place in the 19th century in the UK and US. "It is sucking up such a vast amount of the world's resources. That is a sea change and I think commodity prices will continue to rise until and unless the government of China decides to slow down." Recent projects in China alone include plans for the world's largest city and construction of 45 more airports.

Growing income levels in BRIC and other Asian countries have also contributed to increases in food prices. "This is particularly the case in India and China, which have a burgeoning middle class," says Aston. "They are taking a vast amount of grain, simply because they need to feed cattle to produce meat because that's what their populations are increasingly demanding."

• **Phil Thornton** is an award-winning business and economics journalist

GETTY IMAGES; ISTOCKPHOTO

Supply side issues

However, the issues are not solely on the demand side. A series of negative weather events has added to upward pressure on food prices from the supply side too. Corn prices more than doubled over the 12 months to April, wheat was up by 66% and soybeans by 40%. “Food prices are obviously topical,” says Honey. “From a consumer perspective, softs are the ones that hurt most people. Everyone sees the price of bread rising. Can we afford to buy food? That’s critical.”

Macquarie, the financial services group, has raised its forecasts for price rises of agricultural commodities this year. “2011 will be a year of high prices in the agricultural and food sector,” says Kona Haque, Commodities Analyst at Macquarie, who highlights corn, soybeans and wheat as products likely to post strong rises.

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She adds that there may be further pressures from the supply side. Protectionist moves by governments fearful of civil unrest could drive prices up further. This includes governments importing more than necessary in order to build domestic stockpiles, imposing export restrictions and subsidising foodstuffs for their population. The surge in oil prices in the wake of the crisis in Libya has highlighted the role that geopolitics can play in commodity pricing.

Impact on business

Meanwhile, businesses are feeling the impact from price rises in soft and hard commodities in the form of rising input costs. The International Monetary Fund index of industrial inputs was set at 100 in 2005. At the beginning of 2009 it was 101, and by the end of 2010 had risen to 207. These rises have been largely absorbed by businesses, but they have reached a critical point, where a great deal is being passed on to consumers.

The future price of commodities is hard to call. If weather events were to ease, the supply problems would become less serious over time and the threats from geopolitical factors would be likely to subside. Meanwhile, however, the demand side is unlikely to see an easing of pressure. Honey doubts the global economic recovery will bring much relief to consumers and businesses, which are likely to be under financial pressure for some time to come. “Demand for commodities is always going to be there and it is a global demand not a local demand – it is that which is driving prices up,” he says. “I think you have to assume for the time being that prices will continue to be hard, certainly in the short to medium term.”

SETTING THE STANDARD FOR SHIPPING

The shipping industry is no stranger to international standards but while some have been broadly welcomed and adopted, others remain contentious. So what does the future hold for standards: will they become more or less critical to the way shipping firms do business?

WORDS GRANIA LANGDON-DOWN

International standards and regulations are at the heart of shipping and the way it operates – but there are growing questions over how effective they really are, and whether there's a danger that without strong support, they may break down into competing regional or national alternatives. Several high-profile international regulations that highlight the tension between competing interests include the Rotterdam Rules, the Ballast Water Management Convention (still to be ratified seven years after it was adopted) and the sanctions against Iran and Libya.

For Mark Brownrigg, Director General of the Chamber of Shipping, which represents all UK-based shipping, the whole concept of international standards is at the centre of the shipping industry. "We have had international standards on the labour side for 90 years and for more than 60 years on the technical side," he says. "Not only has shipping set international standards, it has found its own way of enforcing them by reference to both the flag state and the port state. I doubt there are many other contexts where another state can control measures on one of your assets or your national property."

Drivers of regulation

The drivers behind international regulation are diverse – from political and commercial pressure to environmental and health and safety concerns, says Holman Fenwick Willan Associate Daniel Martin. "One of the difficulties in regulating shipping – and one of the reasons why international regulations have such an impact on shipping and international commerce – is the complexity of the transactions. There is such a web of different people involved – from the owner of the ship to the person chartering it, to the cargo owner, who may change repeatedly as the cargo is traded during the voyage, to port agents, insurers and banks – that legislators find it hard to take into account the effect on every participant in the chain."

Increasingly, environmental considerations are behind new standards and there is a danger that politics are entering what should be the neutral realm of regulating shipping operations. On climate change particularly, Brownrigg is concerned that the development of international standards on emission controls by the International Maritime Organization (IMO) is being held back by the high-level positions taken by a number of governments. "We are finding that macro-politics have entered the game – to the point that all progress appears to be blocked. While such reservations are understandable on economic grounds, this has now extended to the discussions on the proposed technical indices governing the design and operation of ships. It is essential that these are adopted at the IMO's Marine Environment Protection Committee if the credibility of IMO is to be maintained.

GETTY IMAGES

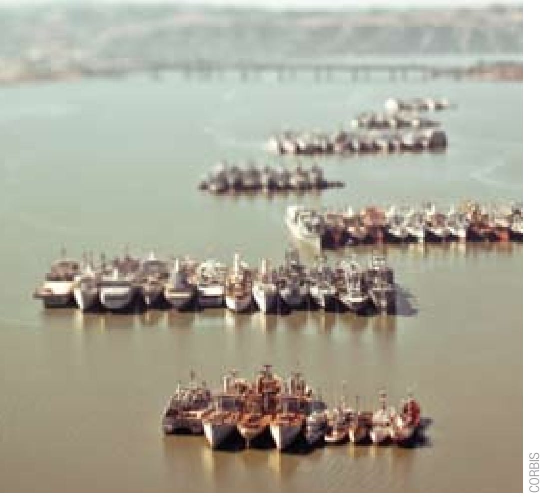
> *One of the difficulties in regulating shipping is the complexity of the transactions. There is such a web of different people involved.*
>
> **DANIEL MARTIN, HOLMAN FENWICK WILLAN**

Failure to act now will be to the considerable detriment of the environment."

Other environmental drivers, says Holman Fenwick Willan Partner Craig Neame, tend to be reactive, for instance following an oil spill, when those outside the shipping community demand tighter controls. Brownrigg agrees: "There is often a clamour for new regulations after a spill when they aren't always necessary. Equally, the industry's response can be alarmist and turn out to be a damp squib. The USA, for instance, has a long history of unilateralism as demonstrated by its introduction of the Oil Pollution Act 1990 following the Exxon Valdez spill. At the time, everyone said 'we will never be able to go the States again', but inevitably they have continued to do so."

For Martin, other drivers are commercial – avoiding the cost and complexity of dealing with different rules in different jurisdictions – and health and safety, with international pressure resulting in, for example, the IMDG Code on how dangerous cargoes are handled. Brownrigg points out that a major driver from the industry's perspective is to prevent unilateralism. "If every country applied its own rules to a visiting ship, you would be completely up the creek in terms of both language and substance."

> *"The industry has an excellent record in terms of working together from a common position."*
>
> **MARK BROWNRIGG, CHAMBER OF SHIPPING**



CORBIS

The industry view

So, where does the shipping community stand on international regulations? Brownrigg says the industry pulls together remarkably well, because the regulations mainly cover operational and technical issues. "There are edges where that gets stretched, such as piracy and the degree to which you should arm ships with private guards. There are some differences between rich and poor countries, geographical areas, employers and employees, but on the whole the industry has an excellent record in terms of working together from a common position." Martin agrees: "Individual shipowners may be chasing the same cargoes so they are very competitive. But overall, they broadly have the same objectives of

Rotterdam Rules

Spain is the first country to have ratified the Rotterdam Rules. While the USA and France are among the 23 nations to have signed the convention, they have yet to ratify it. The UK has still to sign it. So what does the future hold for the rules, which could govern carriage of goods liability for at least a generation?

The big turning point, says Holman Fenwick Willan Partner Craig Neame, will be if the USA ratifies them. "Talking to other stakeholders, I don't believe you will get a rush to ratification until the USA does, but they have a history of signing many conventions yet fail to ratify them," he says. The UK government has set up a working group, which is preparing a consultation paper. "It was originally a blow to the credibility of the rules that the UK wasn't involved in the drafting process, given that the UK has the strongest marine services industry in the world," says Neame.

The pros and cons are still being fiercely debated. Supporters declare they will provide certainty, reduce complexity and thereby costs, and bring the industry up to date in terms of e-commerce and electronic bills of lading. Opponents say the 96 articles are poorly drafted, ill-conceived and too ambitious.

Although Neame thinks the rules are far from perfect, he believes that they are the best chance of replacing the existing patchwork of codes and protocols, which currently leave it unclear as to which regime will cover a cargo loss or other type of claim and which were drawn up not just pre-e-commerce but pre-containerisation. But are the rules workable? "After 10 years of litigation, probably yes," he says. "The risk if they don't get ratified is the EU will come up with its own regulations for multi-modal transport, the tiger economies of the Far East will come up with a regional solution, while the USA will come up with a domestic solution – and it will be a bigger mess than it is now. Whatever you think of the rules, they are our last chance to get something approaching uniformity for at least another generation."

Mark Brownrigg, Director General of the Chamber of Shipping, agrees: "The danger if the major powers don't back the convention is that it will be weakened. This area has been bedevilled for years by having several different conventions, each with their own supporters." He is, however, sanguine about the time it may take for them to come into effect and suggests a timescale of about five years. "With complex conventions," he says, "you have to accept it takes time for people to come on board."

> *If the Rotterdam Rules aren't ratified, the EU will come up with its own regulations, the Far East will come up with a regional solution and the USA a domestic solution.*

CRAIG NEAME, HOLMAN FENWICK WILLAN

increasing trade. They can move quickly as a community when necessary, such as over the phasing out of single hulls. But any regulation is another layer of cost – people put up with them in the good times but find it harder when the market is in a slump."

Persuading governments to take the extra step from signing an international convention to ratifying it can be difficult. In December 2008, the UN General Assembly adopted the Convention of Contracts for the International Carriage of Goods Wholly or Partly by Sea. Known as the Rotterdam Rules, they have set shipowners and cargo owners at odds and, so far, Spain is the only country to have ratified them (see box, left). Another example is the Ballast Water Management Convention, which was adopted in 2004. The shipping industry is calling on governments to ratify it. "The problem with that convention," says Brownrigg, "is that it was ahead of its time and the technology is only just catching up with it."

The fear with both conventions, says Martin, is that countries won't wait for them to be ratified but will introduce their own national or regional solutions. The problems caused by a patchwork of rules can be seen with the sanctions against Iran. "It is always better to have one framework that regulates everyone – as long as it is the right framework," he continues. "But there are so many competing political imperatives over Iran that trying to find an international consensus would have resulted in watered down sanctions."

Overall, sanctions are a relatively crude way to target a regime, says Martin. "The US sanctions are tougher because they have extra-territorial powers and penalties include banning the person breaching them from the US banking system. But the EU sanctions go wider in trying to cut off insurance to the Iranian fleet." He says there has been a lack of focus on their impact on innocent shipowners. "The USA has those they have identified within the shipping community as the bad guys firmly in its sights, but has not necessarily fully anticipated the impact on others."

A matter of interpretation

However international the approach to a particular issue, when there is a dispute it is still up to domestic courts initially to interpret the rules. Two recent cases highlight the different approaches taken by courts in the context of the limitation of liability regime.

The Australian Federal Court, when reaching its decision in the APL Sydney case, had to consider the situation where a ship dragged her anchor, rupturing a submarine gas pipeline. Rob Springall, Holman Fenwick Willan Partner, explains: "This was a landmark judgment which determined for the first time that claims for pure economic loss are the subject of limitation for the purposes of the Limitation of Liability for Maritime Claims Convention 1976. As it hasn't been appealed, it will be the leading decision in future cases. The case is also important internationally as it raised the possibility that, in appropriate circumstances, a court or arbitrator may determine that a marine casualty gives rise to more than one distinct occasion. If so, it may be necessary for owners or ship operators to constitute more than one limitation fund in order to avoid arrest threats."

The courts in Belize took a different view in 2009, after the Westerhaven ran aground on Belize's barrier reef. Last year, the chief justice of Belize refused to allow the owners of the Dutch-registered vessel to limit their liability for the reef damage claim and ordered them to pay BZD11.5 million (US$5.9 million), commenting that "vital and fragile ecological systems and resources such as barrier reefs... need protection and they should not be sacrificed to other interests". The case has now gone to appeal.

The decision by the court in Australia on economic loss was welcomed by Brownrigg. "To have a narrow-focused or untutored approach from judges is out of keeping with the nature of the industry. The APL case was an example of a judge in a country which can be quite narrowly focused in the maritime context, taking a very sensible approach to the application of the law."

For Martin, the key to getting buy-in to international standards and regulations is for governments to sell them at home where different groups will be lobbying hard to protect their own interests. "It is about persuading people of the benefits of certainty that come from having a single source of obligations and rights," he says, "and that the reduction in long-term costs (in terms of paperwork and lawyers' fees) outweighs the short-term loss of their previous bargaining position and the upfront costs of preparing for the new rules," he says.

• **Grania Langdon-Down** writes on law for *The Times* and *The Guardian*

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SUPER-INJUNCTIONS ARE NOT JUST ABOUT CELEBRITIES

Holman Fenwick Willan partner Richard Neylon highlights that although the use of super-injunctions is controversial and widely disliked by the media, there are some cases where their use really can be the difference between life and death.

ISTOCKPHOTO

Super-injunctions go beyond mere injunctions in that they not only restrict the press from reporting a certain story, they prevent the press reporting that an injunction has even been obtained.

They are intended to be applied in those rare cases where reporting the existence of the injunction, or who brought it, would frustrate the purpose of the injunction itself. They are known as the method used by celebrities to stop the press reporting their personal lives. Elements of the press argue that the law now goes too far, giving a tool to the rich and famous to restrict the freedom of press. Recently, the issue again made headline news when John Hemming, a back-bench Liberal Democrat MP, relied on an ancient right which allows MPs to speak in the House of Commons without fear of prosecution, to refer to a super-injunction, thus undermining it. Some took this to be a strike against a judiciary they perceive had allowed super-injunctions to become too widespread.

Whether or not the parameters of the super-injunction process need refining should not detract from the fact that there are instances where super-injunctions are vitally important, as information reported in the press can do irreparable damage.

In hijacking and kidnapping cases a sensitive negotiation often takes place between the captors and the victims' representatives. In marine hijackings we know the pirates monitor the media, and shipowners are very concerned when the media starts reporting on the incident. For example, if the pirates read in the press that the cargo is worth a certain amount they might inflate their ransom demand accordingly.

In the past there have been some examples where media reporting has resulted in horrific repercussions for kidnap victims. For example, where inaccurate press reports led the kidnappers to believe that the family of the victims had been lying about their wealth during negotiations.

Holman Fenwick Willan obtained a super-injunction in the case of Paul and Rachel Chandler, the British couple who were hijacked by Somali pirates from their yacht while sailing off the Seychelles in October 2009. We acted for the couple's family on a pro bono basis to assist in what was a very difficult time for everyone.

The family learned that a Sunday newspaper planned to run a story about the couple at a time when the negotiations for their release were at a very sensitive stage. It was feared the story would seriously damage the prospect of securing their safe return, as press reports had disrupted negotiations during the ordeal. We obtained a super-injunction which prohibited the publication of certain sensitive issues and also prohibited the press from reporting the existence of the injunction.

This second element – the 'super' part of the injunction – preventing reporting of the existence of the injunction was essential. The pirates must not know that an injunction had been obtained otherwise they would (wrongly) perceive this as the family having great wealth and power and being able to control the UK media. This would have had an obvious detrimental impact on the negotiations.

The controversy will always be present, as the media is naturally hostile to this limit on their freedoms. Although the focus of the debate may be on the private lives of celebrities, it is essential not to overlook that in certain situations super-injunctions are a valuable tool to shield vulnerable victims. In kidnapping cases this can mean protecting a victim's fundamental human rights, which are in very real jeopardy: the right to liberty and security, the right to freedom from torture and the right to life.

"In piracy cases, the information reported in the media is normally damaging. In certain cases, super-injunctions are a valuable weapon in the legal armoury."

RICHARD NEYLON, HOLMAN FENWICK WILLAN

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HFW AROUND THE WORLD

A snapshot of developments involving Holman Fenwick Willans' lawyers in the firm's offices around the world.

1 International Holman Fenwick Willan recruits aerospace and aviation team

In March the firm announced the hire of eight partners who currently make up the well respected global aerospace and aviation group at Barlow Lyde & Gilbert (BLG). The partners will work across five office locations: London, Hong Kong, Singapore, São Paulo and Dubai, and significantly boost Holman Fenwick Willan's presence in the specialist insurance market.

2 Brussels and France Holman Fenwick Willan develops corporate and regulatory practice

Competition and trade regulation partner Konstantinos Adamantopoulos joined the firm in Brussels. While the firm's Paris office is boosted by new partners Robert Follie, who brings more than 20 years experience in complex M&A and transactional work, and Hervé Israël, who has extensive experience of corporate tax matters.

3 Hong Kong Holman Fenwick Willan handles business rates litigation

The firm has been representing CLP in a series of long-running appeals for a reduction in business rates and Government rent totalling $3 billion over eight years of assessment, dating back to 1999. The judgment is expected to be one of the leading authorities in the field of business rating.

4 Mexico Holman Fenwick Willan advises on Gulf of Mexico ferry service

A team of Holman Fenwick Willan lawyers advised Pacific Basin on its participation in a newly formed Mexican joint venture, Nafta Gulf Bridge SAPI de C.V. The work included the creation of the Mexican incorporated joint venture, which established a ferry service operating in the Gulf of Mexico between the town of Mobil, Alabama, in the USA, and Veracruz, Mexico.

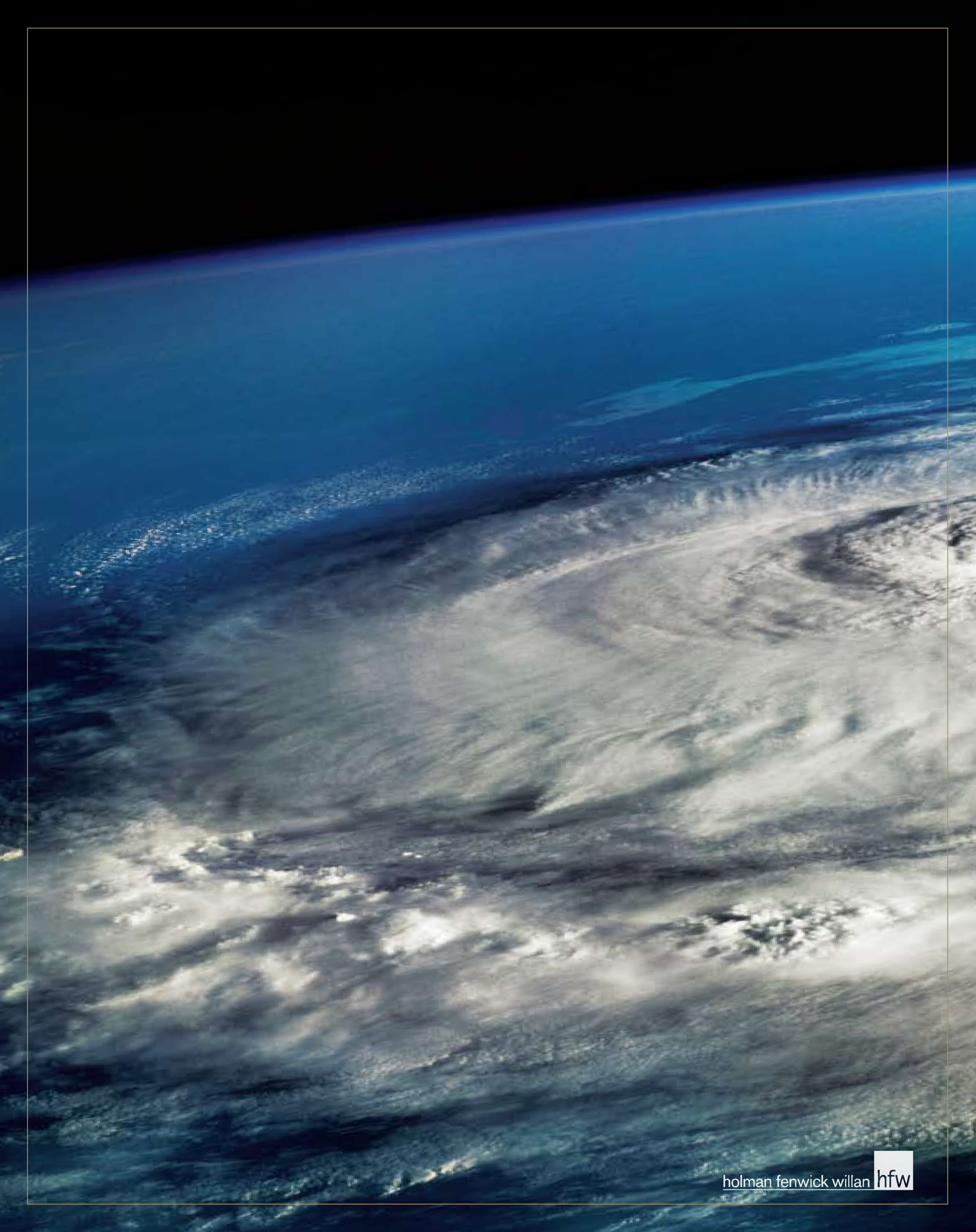
5 Indonesia Holman Fenwick Willan advises Bumi Plc in £3 billion Asian coal acquisition

An international team of Holman Fenwick Willan lawyers advised Recapital Group and Bakrie Group in a reverse-takeover deal which sees Vallar Plc acquire 75% of Berau Coal and 25% of Bumi Resources (part of the Bakrie Group). The deal, which will see Vallar Plc renamed as Bumi Plc, creates the largest foreign supplier of thermal-coal to China.

6 UK and Asia Pacific Holman Fenwick Willan partnership boost

Holman Fenwick Willan has promoted nine leading lawyers to partnership across commodities, mining, environmental and shipping specialisms. London welcomes new partners Jean Koh, Katie Pritchard, Rory Butler, Brian Gordon, Richard Merrylees and Richard Neylon. The Asian offices are boosted with the promotions of Patrick Cheung (Hong Kong), Julian Davies (Shanghai) and Chanaka Kumarasinghe (Singapore).

Holman Fenwick Willan has offices in London, Paris, Rouen, Brussels, Geneva, Piraeus, Dubai, Hong Kong, Shanghai, Singapore, Melbourne, Sydney, Perth.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