

ADMIRALTY SOLICITORS GROUP

Minutes of Admiralty Solicitors Group ("ASG") - No. 125
Held at Watermen's Hall
On 7 March 2013

Present:

Ben Browne – Thomas Cooper ("BCB")
Peter Charles-Jones - Waltons & Morse
Kevin Cooper – Ince & Co
Helene Hunter-Davies - MFB
Nick Greensmith – Clyde & Co
Andreas Welz – Mills & Co
Philip Gregson – Bentleys, Stokes & Lowless
Joe Quain – Bentleys, Stokes & Lowless ("JQ")
Richard Gunn – Reed Smith ("RG")
Ian MacLean – Hill Dickinson
Phil Haddon – Hill Dickinson
Peter Glover – Norton Rose
Kevin Austin – Norton Rose
Paul Haworth – Winter Scott
Joanna Waterfall – Roose + Partners
Richard Neylon – Holman Fenwick Willan

Apologies:

Mark Lloyd – Waltons & Morse
Ken Scott – Winter Scott

1. MINUTES OF THE LAST MEETING

The minutes of the meeting of 14 November 2012 were approved. They will be posted on the website.

2. LSG – ARBITRATORS' CANCELLATION FEES

RG reporting on recent dealings with the LSG. Lloyd's have asked for full members of the ASG to come and speak to them about the issue of enforcing salvage guarantees. RG and three other members will be having a meeting with Lloyd's and will report back in due course.

RG also discussing the various changes that will be incorporated with Arbitrators. Firstly, he thinks the changes to the cancellation fees will be approved (details of the cancellation fees have been previously circulated).

One point that was still to be decided was whether there should be any changes to Clause 7.1 of the LSSA. This requires that any party who wishes to be heard or adduce evidence must appoint an agent or representative who is resident in the UK. It was felt by the members that it was sensible to continue to retain Clause 7.1 because it would encourage the use of English solicitors. In circumstances where salvage law is very specialised, it is useful to have experienced practitioners acting. Additionally, it was not felt that Clause 7.1 interfered with natural justice as if a foreign lawyer wished to be heard or adduce evidence all he needed to

do was appoint an agent to act as a post box. RG will present these views to the LSG at their next meeting.

3. JVN REVIEW

JQ had received no negative comments (except that the bar could have been a little larger!) and consequently it was suggested that the JVN should return to Norton Rose in November this year. This was agreed and JQ will confirm the date shortly.

Should any of the larger firms wish to volunteer their offices they should contact JQ (dinner is usually for approximately 70-80 people).

4. ASG 9 FORM – AMENDMENT TO WORDING IN PARAGRAPH (4)

Paragraph (4) of ASG 9 was discussed. It was decided that the words “and shipowners” should be added after the words “cargo owners” so that either party can ask for security to be raised or lowered as necessary.

5. NEW MEMBERS – TATHAM MACINNES

It was agreed that Tatham Macinnes could become members of the ASG.

6. PROCEDURE – E-MAIL VS FULL MEETING AGREEMENTS

It was agreed that if the Chairman or Secretary thought it was necessary for an urgent decision by the ASG that such a decision could be made by e-mail. However, most decisions would remain to be made at meetings.

7. COMMERCIAL COURT USERS COMMITTEE

Christopher Dunn (“CJD”) of Waltons & Morse has taken over as the representative from Hugh Livingstone. A meeting of the Commercial Court Users Committee is yet to happen but CJD will report in due course

8. MARITIME LONDON

BCB will ensure that all members get the Maritime London newsletter. This details all the various events that are on-going and that the members are entitled to attend as the ASG is a member of Maritime London.

The ASG has been invited to sponsor London International Shipping Week. The cost of sponsorship ranges from £50,000 down to £2,000 (for one table at the gala dinner). It was decided that it would be better for individual firms to decide whether or not to support this event as it would be difficult for the members of the ASG to go as one body. It has subsequently been clarified that moral support, supporting the initiative (rather than financial sponsorship) is what was requested. This has been agreed.

9. **IMPLEMENTATION OF EU REGULATION (EC) NO. 1177/2010 – RIGHTS OF PASSENGERS WHEN TRAVELLING BY SEA AND INLAND WATERWAYS**

This regulation will come into force on 27 March 2013.

10. **INACTIVE MEMBERS/UNPAID SUBS**

BCB reviewing the attendance over the last few meetings and seeing that seven members had not attended any of the meetings. However, six of these had paid their subs. BCB will write to the one inactive member who had not paid their subs to ask whether they wished to remain in the ASG.

11. **ASG BROCHURE ON LONDON**

BCB to report on the brochure at the next meeting.

12. **ASG CONSTITUTION**

Discussions regarding the draft ASG constitution and it was agreed that the term of the officers should be no less than two years and they may stand again if they wish to. It was agreed that a quorum of seven firms was required in paragraph 5.

The process for changing the constitution in the future will also have to be agreed.

13. **DATE OF NEXT MEETING**

The next meeting will be on 20 June 2013 at 5.15pm at the offices of Holman Fenwick Willan.

14. **ANY OTHER BUSINESS**

Bar Standard Terms and Conditions

Members of the ASG will have seen the recent standard terms and conditions sent out by various Chambers. These were terms and conditions imposed by the Bar Regulatory Board. Many firms will be discussing their individuals deals with the Chambers as the rule that solicitors are liable for their barristers' fees and that they must pay within 30 days is impractical in the marine market. Many of the Chambers understood this and had already agreed that they were not going to enforce this.

It may be questionable whether these terms are an abuse of a dominant position and therefore illegal under competition law. The ASG cannot take this point as a collective body as doing so may itself be seen as an abuse of a dominant position.

BCB commenting that the Combar terms are even stricter and, as such, members should be careful if they receive these terms from Chambers.

Future ASG Dinners

There was no objection to a suggestion that the annual dinner of the ASG should happen at another venue.