

## Timothy Hill KC

SILK: 2009 | CALL: 1990

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### Overview

Timothy specialises in international commercial litigation and arbitration. He has considerable expertise in very high value and complex cases and also urgent disputes involving swift interim relief.

He is well known for his ability to quickly master complicated and technical cases. Timothy has considerable experience of conducting heavy and lengthy trials and arbitrations, and of working closely with large teams of junior counsel, solicitors and experts. He is well known for his formidable skills in cross-examination and appearances in the appellant courts.

Timothy works across all sectors but he has particular experience in energy and natural resources, insurance, construction and engineering, international trade, commodities, transportation, shipping and aviation. Other commercial litigation which he regularly undertakes includes: joint ventures and shareholders' agreements, distribution agreements, commercial agents, banking and finance with particular expertise of the ISDA Master Agreement and trade credit insurance, enforcement of guarantees, civil fraud and sanctions. Recently, he has been involved in disputes concerning the construction of aircraft, ships and onshore/offshore oil and gas facilities and has a close grasp of the technical issues that arise in these disputes.

He sits as a commercial arbitrator, both pursuant to bespoke terms and under the auspices of institutions such as the LCIA, ICC and others. Timothy is also a Centre for Dispute Resolution (CEDR) accredited mediator.

### Professional memberships

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- British Insurance Law Association
- British Maritime Law Association
- CI Arb
- Commercial Bar Association
- London Common Law and Commercial Bar Association
- LMAA: Supporting Member

### Education

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- University of Oxford, Exeter College: Bachelor of Civil Law (1991)
- Inns of Court School of Law: Bar Examinations (1990)
- Fitzwilliam College, Cambridge: Post Graduate Research Diploma (1989)
- University College, London: LLB (Hons), First Class (1988)

Timothy regularly gives evidence on English law in foreign proceedings and arbitrations.

## Example cases

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- SIAC arbitration (2019): a claim under a trade credit finance insurance policy which raised complex questions of whether reverse trade credit transactions gave rise to disclosable facts, whether the underlying transactions were fraudulent and whether there was a breach of condition precedents on the basis there was a minimum uninsured amount in respect of which post-dated cheques had been given. Value of the claim was in excess of US\$8.5 million.
- LCIA arbitration (2019): dispute between a Korean provider of an intelligence management system for transport operations in a CIS country and the Ministry of Transport for that country.
- UNCITRAL arbitration (2018): dispute for over US\$250 million concerning the construction of a VVIP aircraft for a head of state in the Middle East.
- *Glencore Energy UK Ltd v Springfield Energy Ltd* (2018): concerned the issue of whether the storage and importation of gas oil and gasoline using a joint venture company was unlawful under the National Petroleum Act of Ghana and whether subsequent contracts entered into by Glencore were unenforceable due to illegality.
- Ad hoc arbitration (2018): collapse of a long-established family shipping, property and investment empire and whether there had been an unlawful removal of funds, unlawful sale of property, unlawful conversion of the vessels and whether certain vessels were improperly used to subsidise the others. The issues included important questions of principle as to whether arbitrators have power to grant anti-suit injunctions within Europe.
- Construction case (2018): an oil rig suffered a punch through during installation near a pigging platform during preloading operations. This resulted in the collapse of the platform and capsized. The claim concerned the cause, recovery and reconstruction of the platform.
- *Glencore Energy Ltd v Freeport Holdings Ltd (Lady M)* [2018] 1 Lloyd's Law Rep 22, on appeal to the Court of Appeal: involved an oil tanker in the Atlantic that suffered a fire that had been started deliberately. The owners sought to rely on various Hague Rules defences. This case raised important issues as to the scope and interpretation of the Hague Rules.
- Ad hoc arbitration (2018): concerned the construction of a designated 318,000mt TDW VLCC at a cost of US\$79.7 million. The delivery date could not be met. Disputes surrounded the cause of the delay, agreed extensions and permissible delay.
- *Alize 1954 and another v Allianz Elementar Versicherungs AG and another* (2019): concerned the grounding of a new US\$120 million containership off the port of Xiamen with US\$400 million worth of cargo onboard resulting in substantial salvage services. The case is the leading authority of the meaning of Article III r 1 under the Hague Rules and the scope of the carrier's obligation to exercise due diligence.
- *FOSFA Appeal 1127* (2018): the sale and purchase of numerous shipments of Brazilian soybeans for delivery during 2014 FOB Paranagua at export corridor. Important questions concerning the construction of ANEC 41 and when time counted against the seller if the goods were not available to load. The case went to FOSFA Appeal Board and to the High Court.

## Arbitration and mediation

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- *BV Scheepswerf Damen Gorinchem v Marine Institute* [2015] EWHC 1810 (Comm) – whether delay in publishing an award is a serious irregularity giving rise to a challenge under section 68 of the 1996 Act.
- *British American Insurance (Kenya) Ltd v Matelec SAL* [2014] Lloyd's Rep. I.R. 287 – whether clause requiring disputes to be settled by arbitration in London in accordance with English law was effective to bind all parties to a contract of insurance and reinsurance, despite another clause granting exclusive jurisdiction to the courts of Kenya.
- *Five Oceans Salvage Consultants Ltd v Perla Navigation Ltd* [2013] EWHC 4055 (Comm) – Section 18 of the 1996 Act and its application where the appointing party (the Council of Lloyds) refused to appoint an arbitrator in a reference involving an Iranian state organization due to sanctions.
- *Nestor Maritime SA v Sea Anchor Shipping Co Ltd* [2012] 2 Lloyd's Rep 144 – Arbitration – Serious irregularity – Claimants contending that award was obtained by fraud – Application made more than six months out of time – Application to extend time – Whether alleged fraud could have been discovered with reasonable diligence – Whether extension of time

should be granted – Arbitration Act 1996, sections 68, 73 and 80(5).

- *Postscriptum Renewable Fuels LLC v \*\*\**. Advice in relation to shareholders agreement and tracing of money and assets (2009).
- *Five Oceans Salvage Ltd v Wenzhou Timber Group Co* [2012] 1 Lloyd's Rep 289 Arbitration – Jurisdiction – Serious irregularity – arbitrator making award against cargo owners – Cargo owners contending they had not authorised representatives to act for them in the arbitration – Whether arbitrator retained jurisdiction to remedy breach of natural justice – Whether innocent failure by arbitrator to give cargo owners opportunity of putting their case constituted serious irregularity – Arbitration Act 1996, sections 32 and 68.
- *Ministry of Trade of Iraq v Tsavliris Salvage (International) Ltd* [2008] 2 All E.R. (Comm) 805; [2008] 2 Lloyd's Rep. 90 – whether a public sector body that had failed to provide the necessary security for the salvage operation of a vessel on which it owned the cargo enjoyed separate legal capacity from the government and so was not immune from proceedings in an arbitration under the State Immunity Act 1978.
- *Bawejem Ltd & Anor v M C Fabrications Ltd & Ors* [1999] 1 All E.R. (Comm.) 377; [1999] 1 B.C.L.C. 174 – stay proceedings for the purpose of arbitration pursuant to s. 9 of the Arbitration Act 1996 where the proceedings concerned the benefit of a shipbuilding contract which had been assigned contrary to an express prohibition against assignment without the consent of the other party.

## Civil fraud

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- Heavy arbitration (set down for three weeks, split hearings) concerning whether an award was obtained by fraud and whether the arbitrator has jurisdiction under the procedural rules to correct the award which was allegedly granted on the basis of incorrect figures and evidence and spurious documentation put forward and relied upon dishonestly for the purposes of obtaining the award (2015).
- Five day arbitration concerning a joint venture for the provision of services to the state Mexican oil company, Pemex. Allegations of dishonest misappropriation of funds by one of the joint venture partners (2014).
- Heavy commercial court trial (subsequently settled) involving an allegedly fraudulent claim under an insurance policy for excess of US\$30 million (2014).
- Owners of the ship “*Ariela*” v *Catlin (Five) Ltd & Others* [2011] 1 Lloyd's Rep 291: insurers bringing subrogation action – claim shown to be fraudulent – whether insurers liable for Defendant's costs – whether privilege available to prevent disclosure of documents – Senior Courts Act 1981, section 51.
- *Westwood Shipping Lines Inc and Another v Universal Schiffahrtsgesellschaft Mbh* (Formerly Gmb Schiffahrts GmbH) and Another [2013] 1 Lloyd's Rep. 670 – Practice – Disclosure – Documentation produced in confidential arbitration – Whether claimants entitled to rely on documentation in support of proposed Commercial Court claim for unlawful conspiracy – Whether confidentiality waived – Whether disclosure necessary in interests of justice
- *Nestor Maritime SA v Sea Anchor Shipping Co Ltd* [2012] EWHC 996 (Comm) – Arbitration – Claimants contending that award was obtained by fraud.
- *Postscriptum Renewable Fuels LLC v \*\*\**. Advise in relation to shareholders agreement and tracing of money and assets (2009).
- Fraudulent concealment of damage during pre-purchase inspection. Dispute as to condition on delivery. Two-week arbitration concerning misrepresentation, breach, and quantum of loss (2008).
- *UCB Home Loans Corporation Ltd v Carr* [2000] Lloyd's Rep PN 754 – claim for damages for deceit, breach of trust and negligence against the partners of C; whether claims were statute barred even if deliberate concealment could be proven.

## Commercial law

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Tim undertakes a broad range of general commercial work. Some examples include:

### Joint Ventures and Shareholder Agreements

- *Dollfus Mieg & Cie v CDW International Limited* – JV for the manufacturing, marketing and sale of fabrics. Substantial dispute under JVA leading to termination of JV and winding up. Claims in excess of HK\$300 million. Three week High Court case subsequently settled.
- Claim for breach of a shareholders agreement and/or fiduciary duties relating to jet centres at Manchester Airport and Luton Airport providing, inter alia, (i) fixed based operator (FBO) aircraft and passenger handling and (ii) maintenance, repair and overhaul (MRO) aircraft facilities.

- Postscriptum Renewable Fuels LLC v \*\*\*. Advise in relation to shareholders agreement and tracing of money and assets.

## **Distribution Agreements, Commercial Agencies and Supply Contracts**

- Del Monte International Inc v Fransben S.A.R.L. Disputes under a distribution agreement concerning the appointment of an exclusive distributor to import, market and distribute in Algeria Del Monte's products. Claims and counterclaims for non-payment, failure to supply goods and rights of set-off.
- IFR Limited v Federal Trade SPA 2001 WL 1677001 – Choice of forum; Commercial agents; Distribution agreements; Economic duress; Jurisdiction clauses.
- Dispute under a supply of goods and services contract for the refurbishment of five Boeing aircraft, including claims for damages and restitution of advance payments.

## **Banking and Finance with particular expertise of the ISDA Master Agreement**

- AS Klaveness v Pioneer Freight Futures [2010] 2 Lloyd's Rep 613: US\$30m claim for breach of the ISDA Master Agreements and non-payment of Early Termination Payments; whether Event of Default committed, whether ISDA Master Agreement permitted netting off of claims and upon what terms; collateral agreements and equitable forbearance.
- Flame SA v Primera and TMT Asia: US\$7 million claim to enforce FFA; CPR 72 and freezing injunctions (2010).
- Whitbread Plc v UCB Corporate Services Ltd Court of Appeal (Civil Division) [2000] 3 E.G.L.R. 60; [2000] 35 E.G. 136; [2000] E.G. 77 (C.S.); (2000) 97(26) L.S.G. 35; Times, June 22, 2000 – whether accrued interest, even if capitalised, was to be treated as interest and not capital for the purposes of the deed of priority.

## **Enforcement of Guarantees**

- Confidential arbitrations (nine) involving various main agreements and amendments including four on demand performance guarantees – whether variations to main agreements discharged the guarantors (2015).
- CH Offshore v PDV Marina and Astilleros de Venezuela – US\$60 million claim in respect of deployment of AHTS vessels deployed in connection with the off-shore exploration and production off the coast of Venezuela. Whether contract was a guarantee and whether PDV Marina were discharged from their obligations thereunder (2015).
- High Court dispute as to whether a letter agreement constituted a guarantee (a 'see to it' obligation) or an indemnity and, if it was a guarantee, whether the guarantor was discharged by reason of variations to the main agreement.

## **Commodities and international trade**

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### **International Sale of Goods**

- *Dalmare SpA v Union Maritime Ltd and Anr* (The "Union Power") [2013] 1 Lloyd's Rep 509 sale of goods – incorporation of the Sale of Goods Act implied terms into the Norwegian Sale Form 1993 – the meaning of "as is" or "as she was" – whether a vessel must be delivered in a "satisfactory condition" notwithstanding she was to be delivered in the same condition as she was on delivery.
- *Alba Proteins v Cagemax* (2011): Claim under contracts for the supply of animal meal – GAFTA – dispute as to jurisdiction and repudiatory breach.
- Spot trading of biodiesel (fatty acid methyl ester) – contracts expressly incorporated the standard terms contained in FOSFA form 61 – claim under more than 30 contracts – freezing injunction granted in relation to non-payment of about US\$20 million (2010).
- Purchase of vegetable oil on FOSFA 54 – appeal against decision of FOSFA tribunal – whether claim time barred and whether Court should exercise discretion to extend time (2010).
- Claim for late delivery under a CIF contract for the supply of gas oil; correct measure of loss; mitigation.
- Breach of a CIF contract or the sale and purchase of 50,000 cbm of summer grade and 38,000 cbm of winter/intermid grade gas oil (2010).
- Non-performance of contracts for RBD palm oil on FOSFA 81 (2009).

- Claim for non-delivery under a CIF contract incorporating FOSFA 54 – ban imposed by the Greek authorities on the import of sunflower seed oil from the Ukraine – whether buyer in breach (2009).
- CIF contract concerning the shipment of biofuel to receivers’ power generating plant. Cause of extensive damage and shut down of plant: quality dispute (2009).

### Forward Freight Agreements

- *AS Klavness v Pioneer Freight Futures* [2010] 2 Lloyd’s Rep 613: US\$30m claim for breach of the ISDA Master Agreements and non-payment of Early Termination Payments; whether Event of Default committed, whether ISDA Master Agreement permitted netting off of claims and upon what terms; collateral agreements and equitable forbearance. *Flame SA v Primera* and *TMT Asia*: US\$7 million claim to enforce FFA; CPR 72 and freezing injunctions.

### Energy & Natural Resources

- *CH Offshore v PDV Marina and Astilleros de Venezuela* – US\$60 million claim in respect of deployment of AHTS vessels deployed in connection with the off-shore exploration and productions off the coast of Venezuela (2015).
- Five day arbitration concerning a joint venture for the provision of services to the state Mexican oil company, Pemex, including delay and non-performance due to the “Deepwater Horizon” disaster (2014).
- *British-American Insurance Co v Matalec Sal* [2014] Lloyd’s Rep. IR 287 – Dispute under a contract of insurance, the assureds being contractors in a project for the construction of a power plant at Thika in Kenya.
- *Ecological Sciences Limited v Plymouth City Council* – dispute in relation to a site to process and bag locally-arising compostable (‘green’) waste. Dispute over use of the site following the United Kingdom’s implementation of an EC landfill directive (2011).
- Dispute over the construction of two off-shore supply vessels in excess of US\$50 million; issues concerned delays, quality and right of cancellation (2010).
- *Cremer Energy GmbH v Mythen SpA* – Claim by traders in renewable energy sources in relation to a quasi-joint venture concerning the provision of biodiesel to end users. Claims for non-payment, breach of contract and injunctions (2010).
- CIF contract concerning the shipment of biofuel to receivers’ power generating plant. Cause of extensive damage and shut down of plant: quality dispute (2009).
- Dispute concerning whether “stinger” for oil pipe laying barge (US\$20m) was covered by hull policy (2009).
- Dispute concerning a contract for the survey of the intended route for a pipeline between Iran and India over the Arabian Sea and Gulf of Oman.
- Extensive experience of oil major clauses in tanker charterparties and over the past three years has advised or acted in relation to over 15 different claims involving both High Court and arbitration. Tim has detailed knowledge of the SIRE System. Tim acted in the leading Oil Major Clause case of *The Seaflower* [2001] 1 Lloyds Rep 341 (CA), [2000] 2 Lloyds Rep 37.
- Numerous disputes over contamination to oil cargoes including, most recently, a one week arbitration concerning the shipment of gasoline and gasoil from Vopak’s Paula Sebarok Terminal, Singapore (2104).

### Insurance and reinsurance

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Tim undertakes all aspects of marine insurance including hull, war risks, loss of use, mortgagees’ interest, cargo, P&I etc, and also non-marine insurance.

- *New Proton Bank SA v Brit Insurance Limited & Others* (2014) – claim for US\$35 million for constructive total loss of oil tanker “Elli” which broke her back in Suez. Heavy factual and expert dispute as to the cause of the structural failure. Whether breach of towage warranty.
- *British-American Insurance Co v Matalec Sal* [2014] Lloyd’s Rep. IR 287 – Dispute under a contract of insurance, the assureds being contractors in a project for the construction of a power plant at Thika in Kenya. The two-day trial concerned a preliminary issue as to whether the contract of insurance was governed by an arbitration clause and whether the Insurers were entitled to an anti-suit injunction restraining the assureds from suing the Kenyan insurers in the Courts of Kenya.
- *Elafonissos Fishing & Shipping Co v Aigaion Insurance Co SA* [2012] EWHC 1512 (Comm) – Representing the insurers



regarding the meaning of a warranty that the vessel had to be laid up; whether breach of warranty in that the vessel was not laid up in accordance with the port regulations.

- *Susan Corp v Brit Insurance Ltd & Others* (2010): represented shipowners in respect of a US\$12m dispute under a marine insurance contract for breach of warranty of class.
- Whether salvage services were incurred in order to avoid or in connection with the avoidance of a peril covered by the Policy; extent of reasonable measures under section 66 and 78(4) of the Marine Insurance Act 1906.
- Owners of the ship “*Ariela*” v *Catlin (Five) Ltd & Others* [2011] 1 Lloyd’s Rep 291: insurers bringing subrogation action – claim shown to be fraudulent – whether insurers liable for Defendant’s costs – whether privilege available to prevent disclosure of documents – Senior Courts Act 1981, section 51.
- Dispute concerning whether “stinger” for oil pipe laying barge (US\$20m) was covered by hull policy; terms of the policy; rectification of the policy; true construction of “connected with” (2009).
- Dispute as to the correct terms of the policy – whether class maintained warranty part of slip – breach of warranty – non-disclosure (2007).
- Dispute concerning charterers’ loss of hire following a lengthy detention caused by piracy. Whether a valued policy; whether ownership structure between owners and charterers negated loss of use; whether non-disclosure of ownership structure; moral hazard; whether voluntary assumption of loss.
- Selby Paradigm [2004] 2 Lloyd’s Rep 714: application by underwriters to be joined as defendants and to set aside default judgment – whether Court had jurisdiction to consider application for joinder – appropriate test for setting aside default judgment in Admiralty proceedings – whether arguable defence – whether undue delay – CPR 19.2(2) and 61.9(5).
- *Handelsbanken ASA v Dandridge & Ors* [2002] 2 Lloyd’s Rep 421 (CA): whether seizure and detention by reason of infringement of trading regulations – whether arrest and detention of vessel arose from operation of ordinary judicial process or failure to provide security or any financial cause – whether claimants’ claims excluded by exclusion clauses in war risks policy.

Tim has considerable experience of disputes concerning P&I coverage; true construction of Club Rules; and principles applicable to operation of Directors’ discretion.

## Shipping

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Tim is preeminent in all aspects of shipping and maritime law, including charterparties, bills of lading, contracts of affreightment etc., ship finance, shipbuilding, ship sale and purchase, collisions and salvage.

### Charterparties, Bills of Lading, Contracts of Affreightment

Tim has acted for owners and charterers in some of the most important cases over the last ten to fifteen years. By way of illustration, examples of cases include the following:

- Confidential arbitration in excess of US\$40 million involving the early redelivery of an LNG carrier (2015).
- Confidential arbitration in excess of £30 million involving abandonment of loaded vessel in Brazil (2015).
- Advising on EU cabotage restrictions in the context of multi-million pound venture (2015).
- Six day (split trial) arbitration involving claim for US\$43 million for early redelivery of bulk carrier – whether *The Astra* was correctly decided and highly contentious issues on damages (2015).
- *Geden Operations Ltd v Dry Bulk Handy Holdings Inc* (The M/V “Bulk Uruguay”) [2014] 2 Lloyd’s Rep. 66; [2014] Lloyd’s Rep. Plus 39 – (a) the meaning of the BIMCO Piracy Clause and (b) whether renunciatory breach by Disponent Owners when stating that they required head owners’ consent to transit areas of piracy.
- Five-day commercial arbitration in Hong Kong concerning long term Contracts of Affreightment. Issues involved included whether there should be rectification of the contract(s) and/or oral collateral agreements. The sums exceeded US\$34 million in total (2013).
- *Isabella Shipowner SA v Shagang Shipping Co Ltd, “Aquafaith”* [2012] 2 Lloyd’s Rep 61: acted for the successful appellant in s. 69 appeal and s. 68 challenge against arbitrator’s decision on the width of a shipowner’s right to refuse early redelivery under a period time charter.
- *Seagate Shipping Ltd v Glencore International AG* (“The Silver Constellation”) [2008] 2 Lloyd’s Rep 440: charterparty (time) – RightShip approval scheme – charter providing that vessel to remain in all respects eligible for trading to ports permitted in charter – whether owners obliged to provide and maintain vessel with RightShip approval – whether owners obliged to permit RightShip inspection as required by charterers. Two related arbitrations involving losses of up to US\$21 million.

- *Golden Fleece Maritime Inc v ST Shipping & Transport Inc* (“The Frixos / The Elli”) [2008] 2 Lloyd’s Rep 119 (CA), [2008] 1 Lloyd’s Rep 262: change in international regulations – oil tankers chartered under Shelltime 4 form – MARPOL changes restricting vessels’ cargo carrying capacity – whether loss to be borne by owners or charterers.
- *The Sea Angel* [2007] 2 Lloyd’s Rep 517 (CA): delay under time charter; detention; frustration and risk allocation.
- *Triton Navigation Inc v Vitol SA* [2004] 1 Lloyd’s Rep 55 (CA), [2003] 1 Lloyd’s Rep 151: obligation to provide a cargo – oil refinery delays caused by physical congestion or scheduling congestion – exception to demurrage where delay caused by owners’ fault.
- *Owners of Cargo Lately Laden On Board The Torepo v Owners of The Torepo* [2002] 2 Lloyd’s Rep 535: unseaworthiness – due diligence – grounding – chart discrepancy – whether cause of grounding navigational error.
- *Marimpex Mineraloel Handlungsgesellschaft mbH & Co KB v Compagnie de Gestion et d’Exploitation Ltd* (“The Ambor”) [2000] 1 ALL ER (Comm) 182: whether charterers entitled to order vessel to perform last voyage ending after period for redelivery.
- *The Jalagouri* [2000] 1 Lloyds Rep 515 (CA), [1999] 1 Lloyds Rep 903: whether clause 8 of the NYPE charterparty, amended so as to provide that charterers are to discharge the vessel, places an obligation on charterers to ensure that discharge of cargo is permitted and/or not prevented by local port authorities.
- *The Goodpal* [2000] 1 Lloyds Rep 638: receivers at first port of discharge requested discharge of additional cargo – owners agreed but only against letter of indemnity – cargo shortlanded at second discharging port – whether receivers acting as agent of charterers – whether shortlanding at second discharge port due to act, neglect or default of owners.
- *The Sea Maas* [1999] 2 Lloyds Rep 281: bill of lading cargo claim involving Hague-Visby Rules – allegation of wetting damage to cargo of steel coils – place of performance of the obligation in question was the port of loading.

Tim has extensive experience of oil major clauses in tanker charterparties and over the past three years has advised or acted in relation to over 15 different claims involving both High Court and arbitration. Tim has detailed knowledge of the SIRE System. Tim acted in the leading Oil Major Clause case of *The Seaflower* [2001] 1 Lloyds Rep 341 (CA), [2000] 2 Lloyds Rep 37.

Most recently, Tim has undertaken numerous high value arbitrations which are confidential but can be summarized as follows by way of illustration:

- Owners’ claim for hire in relation to six charter parties where Chinese charterers dispute liability to pay PRC taxes on hire, seek restitution of overpaid hire and contend charters are unenforceable for illegality (value of claim US\$50 million +) (2011).
- Owners’ claim for hire in relation to five charter parties where Chinese charterers dispute liability to pay PRC taxes on hire (value of claim US\$30 million +) (2011).
- US\$6+ million claim for late delivery and cancellation of a tanker charterparty for a VLCC (involving 7-day arbitration) (2011).
- US\$5+ million claim by owners for off-spec bunkers and early redelivery (2011).

### **Ship Finance, Ship Building, Ship Sale and Purchase**

Tim has spent a considerable part of his practice acting and advising in ship finance disputes.

- Acted for the Royal Bank of Scotland in a case exceeding US\$50 million concerning the financing of two new build vessels (2014).
- Tim has advised in respect of the financing of the construction of one of the world’s largest cruise liners currently being built.
- Enforcement of guarantee in respect of loan agreements and interest rate swaps secured by mortgage over vessel (2010).
- Dispute under a ship finance facility for €224 million (2009).
- Tim has considerable recent experience in ship building cases:
- Arbitration as to whether a claim for loss of use and/or earnings under a shipbuilding contract (following a claim under the warranty provisions) is excluded (2015).
- Construction of two Kamsamax bulk carriers – disputes over engine/hull design and consumption performance – whether Buyer contractually obliged to take delivery (2015).

- BV Scheepswerf Damen Gorinchem v Marine Institute [2015] EWHC 1810 (Comm) – dispute concerning incorrectly installed engines in a specialist marine research vessel.
- Three related shipbuilding arbitrations – claims by Buyers that shipyard in repudiatory breach by failing to construct vessels on time and fundamental errors in construction process – claim in excess of US\$110 million (2013).
- Construction of a number of bulk carriers – delays, modifications and right of cancellation (2011).
- Dispute over the construction of two off-shore supply vessels in excess of US\$50 million; issues concerned delays, quality and right of cancellation (2010).
- US\$196 million dispute under three shipbuilding contracts (product carriers). Disputes as to interpretation of contracts, method of physical construction and liability to make payment of installments (2009).
- Claim under shipbuilding contract; whether purchaser was liable to indemnify yard in relation to a claim brought by third party directly against yard for defects (2009).

Tim has extensive experience of ship sale and purchase cases, recent arbitrations include:

- *Dalmare SpA v Union Maritime Ltd and Anr (The “Union Power”)* [2013] 1 Lloyd’s Rep 509 sale of goods – incorporation of the Sale of Goods Act implied terms into the Norwegian Sale Form 1993 – the meaning of “as is” or “as she was” – whether a vessel must be delivered in a “satisfactory condition” notwithstanding she was to be delivered in the same condition as she was on delivery.
- Claim for repudiatory breach of MoA in excess of US\$40 million. Two-week arbitration hearing concerning the non-acceptance of delivery by Chinese buyers. Issues include whether nomination of delivery port is irrevocable (2011).
- Claim for repudiatory breach of MoA in excess of US\$47 million. Non-acceptance of new build. Whether Seller had title to vessel (from yard) prior to cancellation date under re-sale contract (8-day arbitration) (2011).
- One-week arbitration concerning late delivery of a Capesize vessel under an MoA, disputes as to liability and quantum (2011).
- *Nestor Maritime SA v Sea Anchor Shipping Co Ltd* [2012] 2 Lloyd’s Rep 144. Acted for buyers in a major two-week arbitration concerning the sale and purchase of a ship, the contract for which had been fraudulently procured and clients were claiming about US\$10 million in damages (2010).
- Fraudulent concealment of damage during pre-purchase inspection. Dispute as to condition on delivery. Two-week arbitration concerning misrepresentation, breach, and quantum of loss (2008).

### **Unsafe Port Claims**

Tim has recently undertaken a number of unsafe port claims on behalf of both owners and charterers involving extensive damage to the vessels concerned. Examples include a recent two-week arbitration concerning a US\$10,000,000 claim for an unsafe port arising out of a grounding on the Orinoco River. Tim has experience of groundings on the River Parana.

### **Salvage and Collisions**

- Application under LSSA Clauses to set aside salvage award allegedly obtained by fraud (2015).
- Salvage of tanker carrying 33,000mts of soya bean oil worth in excess of US\$40 million destined for Iran; refusal by cargo owners to take redelivery of cargo; numerous applications to Court to sell the cargo; application of Clause H of LOF 2011 (2014).
- *Terminal Contentitori Porto di Genova SpA v China Shipping Container Lines Ltd.* [2014] EWHC 1629 (Comm) – Damage to container cranes cause db negligent navigation of the Defendant’s containership.
- Salvage arbitration involving one of the most important salvages in recent times taking place on the Australian Great Barrier Reef (2012).
- Frustration of a salvage contract during the Egyptian uprising in 2011 and issues relating to SCOPIC (2012).
- “The Medea K” [2012] 1 Lloyd’s Rep 289 – Salvage arbitrator making salvage award against cargo owners – Cargo owners contending they had not authorised representatives to act for them in the arbitration.
- Urgent application to LOF Arbitrator for injunction and/or specific performance of obligation to assist in taking redelivery of salvaged property (2011).
- “Dina Barge” (2010): a complicated salvage involving a five-day LOF hearing.



- *Ocean Crown v Five Oceans Salvage Consultants Ltd* [2010] 1 Lloyd's Rep 468: prolonged salvage of a stricken cargo vessel, valued at more than US\$160 million dollars. The first Arbitrator awarded circa US\$34m, increased on appeal to in excess of \$40m. The case then went to the High Court, where Tim acted on two issues of law concerning principles of encouragement and proportionality. The appeal award was remitted to the Appeal Arbitrator for reconsideration.
- *Gold Shipping Navigation Co SA v Lulu Maritime Ltd* [2010] 2 All E.R. (Comm) 64; [2009] 2 Lloyd's Rep. 484 - whether a counterclaim was subject to the two-year limitation period in the Merchant Shipping Act 1995 s.190(3).
- *Voutakos* [2008] 2 Lloyd's Rep 516: Appeal to the Court concerning the application of the "disparity principle" said to be applicable in straightforward rescue towage cases.
- *The Altair* [2008] 2 Lloyd's Rep 90: salvage, arbitration award and enforcement. The Grain Board of Iraq claimed state immunity. Freezing injunction granted.
- *Kamal c/w Ariela* [2010] 2 Lloyd's Rep 247: losing party alleging that successful party had fraudulently inflated its claim for damages - whether losing party entitled to have costs order set aside - whether losing party entitled to damages for deceit.
- "Sanko Phoenix" (2010): High Court acting concerning quantum of damages following a collision.
- *Eleftheria v Hakki Deval* (2009): issues concerning the appropriate calculation of loss of use when a vessel is undergoing temporary and permanent repairs following a collision.
- *Gold Shipping Navigation SA v Lulu Maritime* [2009] 2 Lloyd's Rep 484: collisions at sea; counterclaims; discretion; extensions of time; limitation periods.

## Recommendations

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Timothy is a go-to KC, who is efficient, available and accessible. [Chambers UK Bar 2024](#)

Tim is tactically very astute and a very strong advocate who is exceptionally intelligent with a razor-sharp legal mind, and he cuts to the heart of the most complex dispute. [The Legal 500 UK Bar 2024](#)

Tim is a go-to silk for complex, high-value shipping and commodities disputes. [Chambers UK Bar 2024](#)

Extremely user-friendly and honest about the merits of the case, Timothy fights tooth and nail for a good result and utterly fantastic on his feet. [The Legal 500 UK Bar 2024](#)

He is a great team player and fantastic on his feet. [Chambers UK Bar 2024](#)

Timothy is a bright, powerful advocate and is unflappable. He is absolutely first rate. Very user-friendly and total in his advice, leaving no stone unturned. He is outstanding, user-friendly and commercial. [Chambers UK Bar 2023](#)

A top-rank silk for complex commodities disputes, he has a razor-sharp legal mind that cuts to the heart of the most complex of disputes and he takes no prisoners. [The Legal 500 UK Bar 2023](#)

A first-rate silk at the commercial Bar, his advocacy is of the highest order, and he is a superb cross-examiner. [The Legal 500 UK Bar 2023](#)

A first choice for commodities disputes. His advocacy is of the highest order, and he is a superb cross-examiner. He is prepared to roll his sleeves up and get fully involved in a dispute from the early stages. A first class operator. [The Legal 500 UK Bar 2023](#)

Clever and commercial. Quick on his feet in court and understands business. [The Legal 500 UK Bar 2023](#)

Timothy is a bright, powerful advocate and is unflappable. [Chambers UK Bar 2022](#)

An outstanding silk with an incredible grasp of the detail in the most complex of cases and who takes no prisoners. [The Legal 500 UK Bar 2022](#)

He is very commercial and quick on the technical issues. [The Legal 500 Asia Pacific 2022: The English Bar](#)

He is absolutely first rate. Very user-friendly and total in his advice, leaving no stone unturned. [Chambers UK Bar 2022](#)

He is very commercial, very quick to understand the client's perspective, and has a good grasp of technical issues. [The Legal 500 UK Bar 2022](#)

Solicitors value his robust style, taking no nonsense and cutting to the heart of the issue. [The Legal 500 UK Bar 2022](#)

Absolutely superb. He is very good at strategising, he's always ten steps ahead. [Chambers UK Bar 2021](#)

One of the "go-to" guys when you want someone punchy and aggressive; user-friendly and always willing to go the extra mile. [The Legal 500 UK Bar 2020](#)

Very good at looking at weak cases and dramatically improving their prospects. His willingness to engage with the nitty gritty of cases is also much appreciated. [Chambers UK Bar 2021](#)

He is able to grasp the most difficult areas of the law as well as very technical issues, and is a fantastic tactician. [The Legal 500 UK Bar 2021](#)

A top-quality silk who is smart and very strategic in his approach. [The Legal 500 UK Bar 2021](#)

He is very user-friendly and approachable and clients like him a lot, but he can also be very straightforward if he thinks you don't have a strong case. He's very quick on his feet, reacts to counterarguments on the spot and is clever in cross-examination. [Chambers UK Bar 2020](#)

He demonstrates a deep understanding of shipping in both legal and commercial terms. [The Legal 500 Asia Pacific 2020: The English Bar](#)

Very smart, takes no prisoners, good on strategy [The Legal 500 UK Bar 2020](#)

A ferocious and tenacious advocate who can think outside the box and look at problems from different perspectives. A fearless, tenacious and determined advocate. [The Legal 500 Asia Pacific 2019](#)

A fearless, tenacious and determined advocate. [The Legal 500 UK Bar 2020](#)

He is impressive on his feet, an excellent advocate and a feared cross-examiner. [The Legal 500 UK Bar 2020](#)

A superb strategist who is always able to see the bigger picture. [Chambers UK Bar 2019](#)

A specialist in international commercial litigation and arbitration who handles complex and high-value disputes. He is extremely capable [The Legal 500 UK Bar 2018](#)

He's a top QC who also has a good sense of humour and is a good team player. [Chambers UK Bar 2020](#)

Always a pleasure to work with. His advice is clear and commercial. As an advocate he is vastly experienced and totally committed. [Chambers UK Bar 2019](#)

A first-class advocate. He is very clever and a great team player with an excellent strategic approach to complex issues. [Chambers UK Bar 2018](#)