

*To discover new
seas you have to
lose sight of
familiar shores...*



A COMPREHENSIVE AND INTERACTIVE HALF-DAY SEMINAR

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BOILERPLATE CLAUSES: THE IMPORTANT BUT FORGOTTEN CLAUSES

Boilerplate clauses deal with those generic contractual provisions which are generally found in commercial contracts. Whatever the nature of the transaction, they can have significant practical implications for all parties.

Boilerplate provisions are often in a more or less standard form, which means that they may not always receive the attention they deserve while the “commercial” terms are being negotiated. These clauses form the backbone of the contract and it is vital that they are drafted in a considered manner.

The aim of the seminar is to provide practical tips and guidance on the use and application of the main types of boilerplate clauses.

3 CPD HOURS
Accredited by
Solicitors Regulation Authority

PROGRAMME

Half day: 2.00pm - 5.15pm

Registration and coffee

- Introduction, aims and objectives
- Transferring contractual rights and obligation
 - Assignment
 - Novation
- Variation and waiver clauses
 - Purpose
 - Effect
- Invalidity and severance clauses
 - Purpose
 - Effect
 - Blue pencil test
- No partnership or agency
 - Reasons for wanting to exclude a partnership and agency relationship
- Notices
 - Purpose
 - Methods of effecting services
- Force majeure clauses:
 - Purpose; Effect; Drafting issues

Tea break

- Set-off and counter-claim clauses
 - Purpose
 - Legal set-off
 - Equitable set-off
 - Bankers' set-off
 - Insolvency set-off
- Termination clauses
 - Purpose
 - Reasons for termination
 - Consequence of termination
- Jurisdiction and governing law clauses
 - Why include a jurisdiction clause?
 - Relationship with choice of governing law
 - Arbitration
 - Exclusive or non-exclusive jurisdiction
- Entire agreement and non-reliance clauses
 - Purpose
 - Typical EAC
 - Legal issues
- Indemnity
 - Purpose
 - Negotiating and drafting issues

Close of seminar

BOILERPLATE CLAUSES ARE A VITAL PART OF EVERY CONTRACT, WITHOUT THEM THE SUBSTANTIVE RIGHTS OF THE PARTIES EMBODIED IN THE AGREEMENT HAVE LITTLE MEANING

On completion of the seminar, delegates will be in a better position to:

- Appreciate the significance of boilerplate clauses in general;
- Understand the exact meanings of the clauses as well as how they are used;
- Understand the important issues involved in drafting boilerplate clauses;
- Appreciate the consequences of not drafting effective boilerplate clauses;
- Draft boilerplate clauses more easily and with more confidence.

Our Strategy

Our strategy is based on personalised learning, where we aim to develop the competence and confidence of every delegate by actively engaging them in the seminars. Using case studies and practical examples, the delegates will be provided with a thorough grounding in this field and will gain the confidence needed to deliver accurate, effective advice.

SEMINAR PRESENTERS

EMG Associates' presenters are known for their delivery of insightful, interactive and engaging seminars. All are highly qualified individuals with many years of experience in designing and delivering training courses, seminars and conferences on a wide range of corporate and commercial areas of law. They are specialists in the areas they teach and are keenly aware of the need to deliver 'direct and relevant' seminars which give valuable awareness.

Elahe Ghazinoori, EMG Associates' principal presenter, has a wealth of experience in providing inspiring and engaging training sessions. She is a non-practising solicitor, acting as a consultant, from EMG Associates (UK) Limited, a legal consultancy firm. Elahe founded EMG Associates in 2006, having formerly gained experience as an in-house lawyer in a commercial company. She presented courses for BPP Professional Development, as a freelance presenter, for nearly 2 years, and, prior to that, was a lecturer at the BPP Law school in London. She also worked as a Senior Training Consultant for one of the world's largest corporations, American Airlines.



IN - HOUSE LEARNING & DEVELOPMENT SOLUTIONS

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For more information please call our Customer Services **+44(0)208 822 3321**, e-mail us at **info@emguk.net** or visit us online at **www.emguk.net/membership**.

Who should attend?

In-house lawyers, contracts directors and managers, solicitors in private practice and commercial managers.

Our commitment to you

In order to ensure maximum interaction with delegates, numbers will always be kept to 15 delegates or less per seminar.

Delegates will receive a comprehensive pack, including presenters' slides.

Continuing Professional Development

EMG Associates is approved as an external course provider by the Solicitors Regulation Authority (SRA) SRA reference No. **DKU/EMGA**, and this course is also accredited by the Bar Standards Board.

Attending this seminar qualifies you for 3 CPD hours.

Certificates of attendance will be given to all delegates, so that they may claim appropriate credits in respect of other continuing professional development requirements.

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Tell me and I'll forget.

Show me and I'll remember.

Involve me and I'll understand.

Our national training venues:

London: 7th Floor, 3 Shortlands, Hammersmith. W6 8DA

Liverpool: Il Palazzo, 7 Water Street. L2 0RD

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http://www.emguk.net/ap_traininglocations.asp

EMG Associates member price: £150 + VAT

Non-member price: £250 + VAT

Four easy ways to book

Telephone us on +44(0)208 822 3321

Fax this form to +44(0)208 822 3357

E-mail us at bookings@emguk.net

Post this form to Customer Services:

EMG Associates (UK) Ltd, 7th Floor, 3 Shortlands,
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Invoice/Payment details

NB. Payment must be in Pounds Sterling

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The fee includes refreshments, administration and full documentation. For further enquiries relating to this programme, its content, the venue, or if you have any special requirements, please do not hesitate to call Customer Services on +44(0)208 822 3321.

Delegate details (Please complete in BLOCK CAPITALS)

Full name:

Job title:

E-mail:

(To enable us to confirm your booking as efficiently as possible, please supply your e-mail address.)

Telephone:

Special requirements:

Invoice details

Name/Company:

Address:

No. of employees ☐ 1-5 ☐ 6-10 ☐ 11-25
in your organisation: ☐ 26-50 ☐ 51-99 ☐ 100+

Booking details

Please see the website for available dates and locations:

http://www.emguk.net/bp_cpddirectory.asp

Course date:

Course location:

(For more than one delegate please photocopy this form.)

Terms and Conditions

1. Confirmation of your booking will be sent by e-mail or post within 3 days of receipt of your booking. A VAT invoice and joining instructions will be sent to you acknowledging your booking. Please contact us if you do not receive this within seven days of booking. Seminar documentation is distributed at the time of the seminar. 2. Upon receipt of your booking, your place(s) will be confirmed. Any cancellation must be received in writing. The following charges apply in the event of cancellations: Up to 15 days before the event – 10% + VAT; Less than 15 days before the event – 100% +VAT. A substitute delegate can be named at any time before the seminar begins without any charge. 3. This booking form constitutes a legally binding contract. The delegate and the employer are jointly and severally liable for payment of all fees due to EMG Associates (UK) Limited. To the extent permitted by law, neither EMG Associates (UK) Limited nor its presenters will be liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon the seminar, material or presentation of the seminar. 4. Continuing Professional Development hours or points may be claimed from the following professional bodies: The Solicitors Regulation Authority. 5. EMG Associates (UK) Limited may periodically contact you with details of seminars that may be of interest to you. Please write to the Customer Services Team if you do not wish to be included in this activity. 6. It may be necessary for reasons beyond the control of EMG Associates (UK) Limited to change the content and timing of the seminar, the presenter, the date or the venue. In the unlikely event of the seminar being cancelled, EMG Associates (UK) Limited will automatically make a full refund but disclaim any further liability. 7. EMG Associates (UK) Limited reserves the right to change the timing of the seminar, the presenter and the date and venue due to reasons beyond their control. EMG Associates accept no liability if, for whatever reason, the seminar does not take place.

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