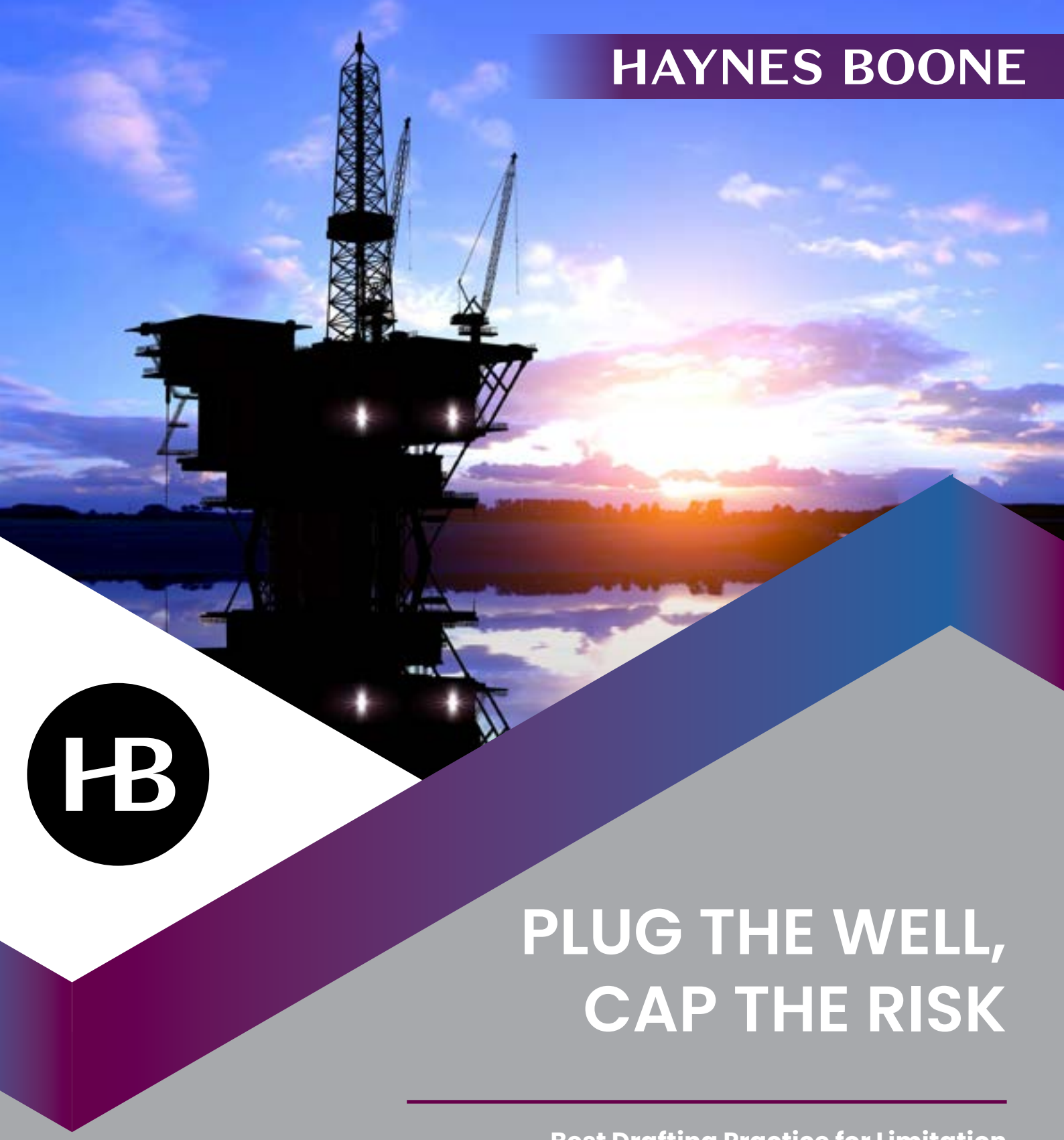

HAYNES BOONE

PLUG THE WELL, CAP THE RISK

Best Drafting Practice for Limitation Clauses in Energy Contracts

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Executive Summary

Limitation of liability clauses are a pivotal feature of commercial contracts and assume heightened importance for service providers in the offshore oil and gas industry because of the unique operational risks involved.

This guide summarises the key issues to be considered when drafting limitation of liability clauses and explains how these provisions have been interpreted by the English courts in recent years.

Contents

Limitation of liability clauses – What are they and why have them?

When negotiating service agreements, offshore contractors typically seek an overall financial limit on a Contractor Group's (i.e. contractor, its subcontractors and affiliates) liability towards the Operator Group (i.e. the field operator and its co-venturers). This is commonly referred to as an overall "cap" or "LOL" (limitation of liability) provision. The rationale behind the cap is a desire on the part of the Contractor Group to avoid exposing itself to losses that are disproportionate to the contract value and that could jeopardise its financial stability, particularly where insurance cannot be obtained or is uneconomic.

The scope and amount of the limitation of liability provisions will be a commercial issue for the negotiating parties, having regard to a number of factors such as: the particular project and its location, the likely duration of the contract, the applicable day rates or level of compensation, market practice and the commercial bargaining power of each party. The clause will usually be expressed to apply regardless of fault of the party benefitting from the limitation, and notwithstanding the Contractor Group's breach of contract, negligence, breach of duty (statutory or

otherwise) or other failure of any nature, with specified exclusions. It is designed to shield the Contractor Group from liability for amounts over and above the cap, even where the loss or damage in question might have resulted from the Contractor Group's breach or default.

The cap is often described as a fixed sum, although it may also be formulated as a percentage of the total contract price. The latter is less common in offshore contracts, which are based on a daily remuneration model and where the duration may be unknown, making it difficult to determine the total "contract price" upfront. A fixed financial limit is therefore a simpler and straightforward means of clearly restricting liability.

An aggregate cap will not normally operate so as to limit all liabilities owed by the Contractor Group to the Operator Group and is by no means the only way in which contractors can limit their liability contractually (most notably, knock-for-knock indemnity clauses are widely used in the international offshore oil and gas industry to allocate certain risks and apportion certain liabilities between contract parties). However, it is a key means of minimising the Contractor Group's exposure under or in connection with the contract – provided it is drafted effectively. This is not always easy, given that limitation of liability clauses are usually heavily negotiated by the parties and are often the last point to be agreed in the negotiations.

This paper outlines some of the main principles of contractual interpretation which apply to limitation of liability clauses. It also highlights some key points which contractors in the offshore oil and gas industry might wish to take into account when drafting and negotiating an overall limitation of liability clause.[2]

THE IMPORTANCE OF CLEAR WORDING

There is a presumption under English law that neither party to a contract intends to abandon any remedies that would otherwise be available to it at law. Clear words must be used to rebut this presumption (the *'Gilbert-Ash* principle',[3]).

The Operator Group that accepts an overall limitation of liability clause is, in effect, agreeing to forego recovery of all losses above the cap. The LOL clause should therefore state explicitly and unequivocally which liabilities are subject to the cap and to what extent.

WHAT HAPPENS IF THE WORDING IS UNCLEAR?

If the language of the limitation clause is unclear or ambiguous, the court is likely to construe it narrowly against the party seeking to rely on it (the *contra proferentem* rule). Recent case law indicates that the contra proferentem rule has a limited role in sophisticated commercial contracts; courts focus instead on the natural and ordinary meaning of the words used.

In the case of *Persimmon Homes Ltd v Ove Arup & Partners* [2017] EWCA Civ 373, Lord Justice Jackson recognised that in major engineering services and construction contracts, the parties commonly agree how they will allocate the risks between themselves and who will insure against what, also stating: "Exemption clauses are part of the contractual apparatus for distributing risk. There is no need to approach such clauses with horror or with a mindset determined to cut them down."

A similar statement was made in *Transocean Drilling UK Limited v Providence Resources Plc*[2016] EWCA Civ 372, where Lord Justice Moore-Bick held that "the court's task is not to re-shape the contract but to ascertain the parties' intention, giving the words they have used their ordinary and natural meaning." He also reiterated the principle that clear wording will rebut the presumption that contracting parties do not intend to give up their right to claim damages for breach of contract.

The recent cases of *Green v Petfre (Gibraltar) Ltd (t/a Betfred) [2021] EWHC 842 (QB)* and *Triple Point Technology Inc v PTT Public Co Ltd [2021] UKSC 29* have both supported this sentiment with a clear preference to rely on the natural meaning of the clause without using any "special" rules. As stated by Lord Leggatt in *Triple Point,* "the development of the modern approach in English law to contractual interpretation, with its emphasis on context and objective meaning and deprecation of special "rules" of interpretation".

However, in the case *Nobahar-Cookson & Ors v The Hut Group Ltd* [2016] EWCA Civ 128, the court of appeal confirmed that, if necessary to resolve ambiguity, exclusion clauses should be narrowly construed. It did not reach this decision on the basis of the *contra proferentem* rule. The rationale for its decision was that an exclusion clause reduces the remedies which the law provides and parties are not lightly to be taken to have intended to cut down such remedies without using clear words having that effect.

In light of these decisions, offshore contractors should ensure the courts will not need to resort to such principles of construction. This is best achieved by drafting the limitation of liability clause using clear, express and unequivocal language and, to the extent possible, to state which circumstances do (and which ones do not) fall within the ambit of the overall cap. It is common for the limitation of liability clause to be described as applying to all obligations and liabilities, except for those which are expressly excluded or "carved out".

WHAT IS (AND WHAT ISN'T) COVERED BY THE CAP?

A typical carve-out will be the contractor's obligations under the customary 'knock-for-knock' indemnities and catastrophic risk indemnities. These are usually excluded on the basis that such indemnities (which form a crucial component of the risk-allocation regime between the parties) would not operate as intended if one party was denied the benefit of full recovery under such indemnity. Other exceptions from

Exemption clauses are part of the contractual apparatus for distributing risk. There is no need to approach such clauses with horror or with a mindset.

the limitation of Contractor Group's liability will be negotiated on a case-by-case basis; these might include the Contractor Group's obligations under the confidentiality provisions, as well as the insurance, tax, intellectual property and anti-bribery clauses.

The contractor should ensure that any proposed carve-outs from the cap are appropriate, acceptable to the contractor's insurers and lenders (if any), and will not render the cap ineffective. For example, clauses containing key obligations of the contractor to perform the works or services in accordance with performance standards, such as good oilfield practice, or the health, safety, security and environment ("HSSE") requirements set out in the contract should be subject to the cap. If such obligations were to be carved out from the cap, the contractor may be unable to rely on the cap in the event of an HSSE incident.

It is also considered best practice to place the cap in a separate, stand-alone clause, rather than burying it within another clause of the contract. This reduces the risk that the clause could be interpreted as applying only to the obligations contained within the particular clause in which it is located, or that it is hidden away. It also helps to ensure that the limitation clause is given appropriate attention by the parties to avoid not being incorporated into the contract. The recent High Court case of *Blu-Sky Solutions Ltd v Be Caring Ltd [2021] EWHC 2619* affirms this approach, echoing the principle summarised by Coulson LJ in *Goodlife Foods Ltd v Hall Fire Protection Ltd [2018] EWCA Civ 1371,* who stated "a condition which is "particularly onerous or unusual" will not be incorporated into the contract, unless it has been fairly and reasonably brought to A's attention". Contractors usually favour a single aggregate cap to provide certainty on maximum exposure. Where the parties intend a different structure–such as a per-event or per-claim limit, this must be spelt out expressly; otherwise there will be uncertainty as to whether the court will interpret the clause as an aggregate cap or a per-event or per-claim cap.

IS THE CAP AN AGGREGATE CAP OR A PER EVENT CAP?

In *Drax Energy Solutions Ltd v Wipro Ltd [2023] EWHC 1342 (TCC),* the limitations on the liability of the software supplier Wipro came under scrutiny.

Despite potentially confusing language in the clause, the court held that clause should be interpreted as an overall cap and not a per-claim cap[4]. In reaching its decision, the court placed emphasis on the use of the word "total" in line 1 before the word "liability" in the

limitation clause. The court also noted that in the preceding clause in the contract, where the parties wanted that limitation clause to apply per event, that was made very clear.

This case highlights the importance of the parties using clear and unambiguous language in the contract to clarify whether the limitation clause is intended to be an overall aggregate limit for all claims, arising out of or in connection with the contract, or is intended to be a per event limit.

APPLICATION OF THE CAP IN THE CASE OF BREACH OF CONTRACT

In the case *Persimmon Homes Ltd v Ove Arup & Partners* [2017] EWCA Civ 373 discussed above, the Court of Appeal considered, among other things, whether the last sentence of the following limitation clause, when read in context, excluded Ove Arup & Partners' (Arup) liability for any asbestos which they may have negligently failed to identify: *"The Consultant's aggregate liability under this Agreement whether in contract, tort (including negligence), for breach of statutory duty or otherwise (other than for death or personal injury caused by the Consultant's negligence) shall be limited to £12,000,000 (twelve million pounds) with the liability for pollution and contamination limited to £5,000,000 (five million pounds) in the aggregate. Liability for any claim in relation to asbestos is excluded."*

Persimmon and its Consortium members (Persimmon) claimed damages against Arup for breach of contract, negligence and breach of statutory duty. Persimmon claimed that the sentence *"Liability for any claim in relation to asbestos is excluded"* in the above clause did not exclude Arup's liability for the breaches of duty alleged by it. It sought to rely upon the *contra proferentem* rule and the case law relating to the interpretation of exemption clauses including *Canada Steamship*.

The Court of Appeal stated that in major construction contracts the parties commonly agree how they will allocate the risks between themselves and who will insure against such risks. Exemption clauses are part of the contractual apparatus for distributing risk. There is no need to approach such clauses with horror or with a mindset determined to cut them down.

While the last sentence of the above limitation clause did not make an express reference to its excluding liability for any claim in relation to asbestos irrespective of negligence, breach of contract and breach of duty (statutory or otherwise), the Court of Appeal found that the meaning of the above exclusion clause was clear and that it excluded Arup's liability for Persimmon's claims in respect of asbestos. However, in order to avoid arguments as to whether an aggregate limitation of liability clause applies in the case of breach of contract, we still consider it best drafting practice to state explicitly in the contract that the cap applies notwithstanding negligence, breach of contract or breach of duty (statutory or otherwise).

APPLICATION OF THE CAP IN THE CASE OF REPUDIATORY BREACH

The House of Lords in *Photo Production Ltd v Securicor Transport Ltd [1980] AC 827* expressly rejected the then current doctrine that an exclusion clause did not operate to prevent liability where a contract had been brought to an end due to a "fundamental breach" of contract. The House of Lords held that whether an exclusion clause did in fact exclude or limit liability was a matter of construction of the contract. The fact that

a breach of contract may be such as to justify the innocent party in terminating or treating the contract as repudiated did not mean that the terms of contract in so far as they governed liability were not to be enforced. Generally, in commercial matters, when parties to a contract bargained on equal terms, the parties should be free to apportion liability in the contract as they saw fit.

In *Mott Macdonald Ltd v Trant Engineering Ltd* [2021] EWHC 754 (TCC), the High Court considered whether certain exclusion clauses purporting to exclude or limit liability applied to breaches which were committed "fundamentally, deliberately and willfully". There was no express reference in these clauses to such exclusion clauses applying in the case of a fundamental, deliberate or willful breach.

Before reaching its decision, the court considered conflicting cases on whether or not special rules of interpretation apply to clauses excluding or limiting liability for deliberate repudiatory breach of contract. In the *Internet Broadcasting Corporation Ltd & others v MAR LLC,* [2009] EWHC 844 (Ch) (MARhedge) case, a deputy High Court judge took the view that there was a strong presumption against an exclusion clause applying to prevent liability for a deliberate repudiatory breach of contract and that presumption could only be displaced by strong language which made it clear that it applied in such event.

However, in 2011, in the *AstraZeneca UK Ltd v Albemarle International Corporation & another, [2011] EWHC 1574 (Comm)* case, the Judge rejected the approach taken in the *Marhedge* case. He considered that it did not properly represent the House of Lords decision in the *Photo Production* case. The Judge found that the correct approach to determining whether a clause excluded liability for a deliberate repudiatory breach was *"simply one of construing the clause, albeit strictly, but without any presumption"* that it did not apply to a deliberate repudiatory breach.

The judge in *Mott Macdonald* agreed that the correct approach is that the position remains as set out in the *Photo Production* case and as summarized in the *AstraZeneca* case. He held that exclusion clauses, including those purporting to exclude or limit liability for deliberate and repudiatory breaches, are to be interpreted by reference to the normal principles of contract interpretation without the imposition of a presumption against their applying to a deliberate repudiatory breach and without requiring any particular form of words or level of language to achieve the effect of excluding liability in such event.

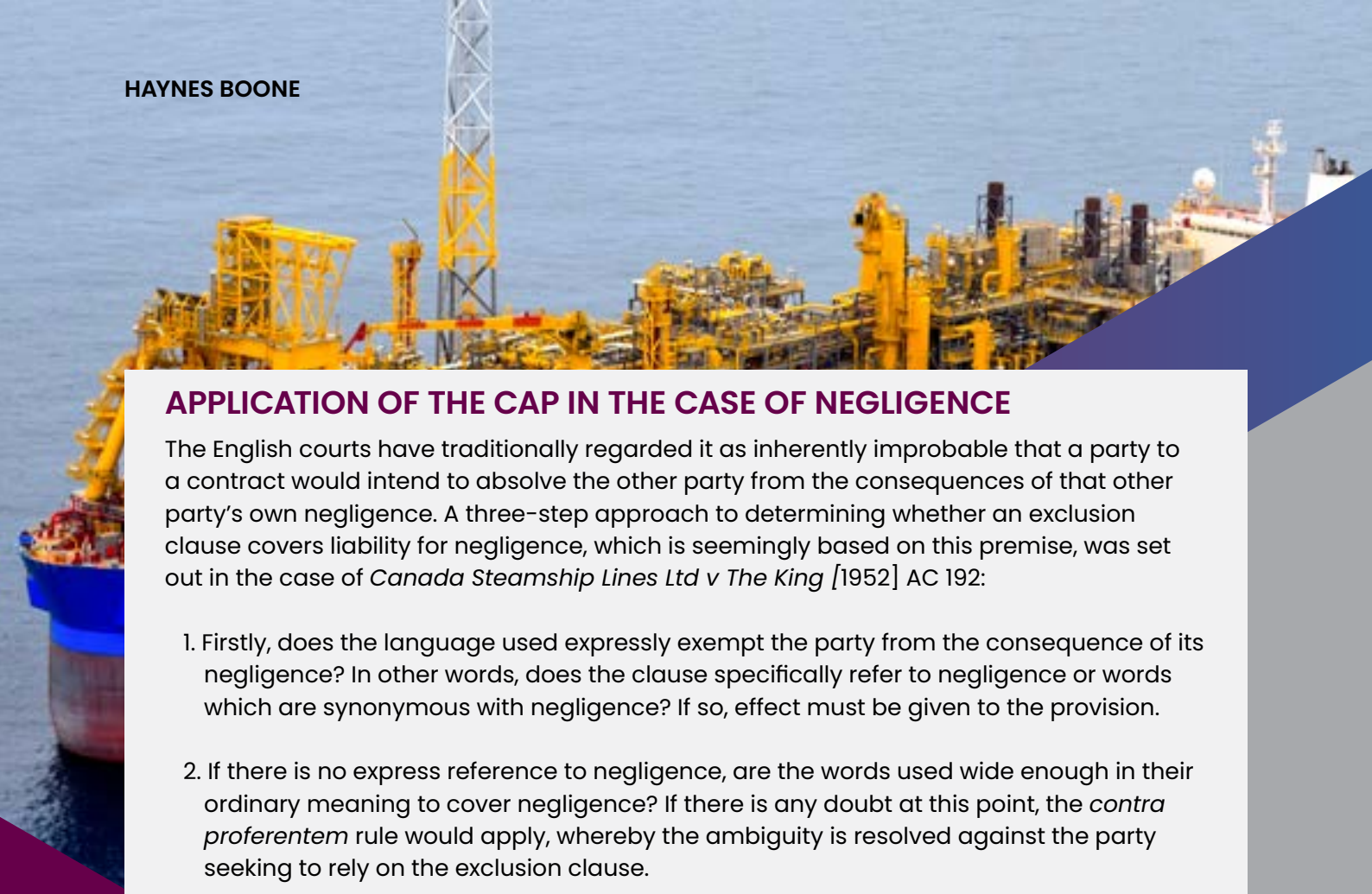
On the facts of this case, the exclusion and limitation clauses in the contract were interpreted by the judge as applicable also to any breaches of contract which were fundamental, deliberate or wilful. However, the court noted that an exclusion clause would not be read as operating to reduce a party's obligations in a contract to the level of a mere declaration of intent.

In *Pinewood Technologies Asia Pacific Limited v Pinewood Technologies Plc [2023] EWHC 2506 (TCC)*, Pinewood Technologies Plc (Pinewood) sought to rely on an exclusion clause in its contract with Pinewood Technologies Asia Pacific Limited (PTAP) which provided that *"[…] Pinewood excludes, in relation to any liability it may have for breach of this Agreement, negligence under, in the course of or in connection with this Agreement, misrepresentation in connection this Agreement, or otherwise howsoever arising in connection with this Agreement, any such liability for: (1) special, indirect or consequential loss; (2) loss of profit, bargain, use, expectation, anticipated savings, data, production, business, revenue, contract or goodwill; (3)*

any costs or expenses, liability, commitment, contract or expenditure incurred in reliance on this Agreement or representations made in connection with this Agreement; or (4) losses suffered by third parties or the Reseller's liability to any third party."

PTAP argued that exclusion clauses *"do not apply to the non-performance of contractual obligations or to repudiatory breaches of contract"* and sought to rely on the *Kudos Catering* (UK) *Ltd v Manchester Central Convention Complex Ltd [2013] EWCA Civ 38* case. However, the court did not consider that PTAP's interpretation was consistent with the court's decision in the *Kudos* case or wider case law.

The court rejected the existence of a general principle that exclusion clauses cannot apply to the non-performance of contractual obligations or to repudiatory breaches of contract. Instead, it is a question of construction in every case as to whether the exclusion clause covers the breach or the loss in question. The judge considered in this case that on a true interpretation, any liability on the part of Pinewood for breach of the reseller agreements giving rise to damage in the form of loss of profit and wasted expenditure fell within the terms of the above exclusion clause. The language of the exclusion clause was clear and unambiguous. The words of the exclusion clause had to be read in the context of the whole exclusion clause, the contract as a whole, the material background and circumstances as at the time that the reseller agreements between PTAP and Pinewood were entered into. There is an important caveat that a party cannot exclude all possible liability under the contract as this would be to reduce its obligations to the level of a mere declaration of intent.



APPLICATION OF THE CAP IN THE CASE OF NEGLIGENCE

The English courts have traditionally regarded it as inherently improbable that a party to a contract would intend to absolve the other party from the consequences of that other party's own negligence. A three-step approach to determining whether an exclusion clause covers liability for negligence, which is seemingly based on this premise, was set out in the case of *Canada Steamship Lines Ltd v The King* [1952] AC 192:

1. Firstly, does the language used expressly exempt the party from the consequence of its negligence? In other words, does the clause specifically refer to negligence or words which are synonymous with negligence? If so, effect must be given to the provision.

2. If there is no express reference to negligence, are the words used wide enough in their ordinary meaning to cover negligence? If there is any doubt at this point, the *contra proferentem* rule would apply, whereby the ambiguity is resolved against the party seeking to rely on the exclusion clause.

3. If the words used are wide enough to cover negligence, is it possible that the head of damage could be based on some ground other than negligence? If so, the clause should be read as referring to that other ground and not to negligence. The other ground must not be so 'fanciful or so remote' that it would not give the party the desired protection.

Known as the *Canada Steamship* guidelines, these are still generally in use by the courts today when interpreting an exclusion (or limitation) clause, but they are now considered by the courts as, 'guidelines' as opposed to a strict code or set of rules.

In *HIH Casualty and General Insurance Ltd v Chase Manhattan Bank* [2003] UKHL 6, the House of Lords emphasised the importance of giving effect to the parties' intentions, and said that although there could be no doubting the general authority of the *Canada Steamship* principles, they should be seen as giving *"helpful guidance on the approach to interpretation and not laying down a code."* Lord Bingham noted that the guidelines do not provide a 'litmus test' which yields a certain and predictable result when applied to the terms of a contract; the court is still required to ascertain what the particular parties intended in their particular commercial context.

Similarly, in *Mir Steel UK Ltd v Morris* [2012] EWCA Civ 1397, Lord Justice Rimer noted that the Canada Steamship guidelines should not be applied 'mechanistically' and that they do not provide an automatic solution to any particular case: *"The court's function is always to interpret the particular contract in the context in which it was made."*

In the *Persimmon case*, referred to on page 4, the Court noted that the *Canada Steamship* guidelines are now more relevant to indemnity clauses than to exemption clauses, finding that they were of very little assistance in determining the issues in that case.

In the 2020 case of *CNM Estates (Tolworth Tower) Ltd v VeCREF I SARL [2020] EWHC 1605 (Comm)*, the court was required to consider two exclusion clauses. In doing so, Mr. Justice Foxton commented on the *Canada Steamship* guidelines, stating that the recent English authorities (including *HIH Casualty*) do not diminish the relevance of the *Canada Steamship* guidelines when a court is required to consider whether liability for failure to take care has been excluded by a contract term.

The judge made use of the guidelines in analysing the contract terms the court was presented with in that case, but in doing so noted that the *Canada Steamship* framework is 'a means to an end' rather than an end in itself, by *"assisting the court in determining whether the contractual language used in context is sufficiently clear to communicate to a reasonable person that liability for negligence has been excluded."*

In *CNM Estates*, one of the exclusion clauses in question provided that the receiver was not liable for any loss or damage *"unless caused by its gross negligence or wilful misconduct"*. The judge held that as the receiver's liability was limited to a higher degree of fault (i.e. gross negligence or wilful misconduct), it followed that the receiver was relieved of its liability for (simple) negligence, even though this was not expressly stated in the clause.

APPLICATION OF THE CAP IN THE CASE OF GROSS NEGLIGENCE AND WILFUL MISCONDUCT?

The parties should also consider whether the overall limitation of liability clause in an offshore services contract should expressly state whether the cap applies in the case of the contractor's 'gross negligence', as opposed to 'negligence' (sometimes referred to as 'simple negligence' or 'negligence *simpliciter*').

Under English contract law, there is no recognised legal distinction between negligence and gross negligence, therefore the term 'negligence' on its own will, unless the context requires otherwise, be interpreted to include all forms of negligence. Nonetheless, some limitation of liability clauses in offshore contracts will expressly state that the limitation applies in the case of 'negligence in any form'. This may be done as a precautionary measure, or if the contract refers to other forms of negligence elsewhere in its provisions and a distinction therefore needs to be made.

At the other end of the scale, some contracting parties may agree to explicitly exclude liability arising out of the contractor's 'gross negligence' (or, more specifically, the gross negligence of senior managerial or supervisory personnel of the contractor) from the scope of the limitation clause. If this is the case, it would be prudent to define 'gross negligence' in the contract (as well as 'senior managerial' or 'supervisory personnel') and tailor the definition to what the parties intend it to mean and limit any carve-out from the cap to the "gross negligence", as defined in the contract, of specified "senior managerial" or "supervisory personnel" of a party. In *Camerata Property Inc v Credit Suisse Securities (Europe) Ltd [2011] EWHC 479*, Mr. Justice Andrew Smith said that, when interpreting references to "gross negligence" in a modern contract, the correct question *"is not whether generally gross negligence is a familiar concept in English civil law; but the meaning of the expression"* in the contract. Left undefined, it will leave scope for dispute between the parties and be open to interpretation by the courts, creating uncertainty as to contractor's liability exposure under the contract.
The same would apply where the parties have agreed that the cap should not apply in the

The same would apply where the parties have agreed that the cap should not apply in the case of the contractor's 'wilful misconduct'. While some guidance as to the meaning of that term under English law can be gleaned from the case law, it does not have a precise and settled meaning, and what is understood by the term will be a question of interpretation by the courts in each particular case. Negotiating an acceptable definition of 'wilful misconduct' within the contract and limiting any carve-out from the cap for "wilful misconduct" to specified senior managerial or supervisory personnel of the contractor is one way of ensuring that a carve-out for wilful misconduct (however that term may be defined) will not erode the effectiveness of the overall limitation of liability clause. *Mott MacDonald Ltd v Trant Engineering LTD* [2021] EWHC 754 (TCC) raised further drafting considerations insofar as it allowed for fundamental, deliberate and wilful breaches of the contract to be captured by the exclusion clause and liability cap contained within the agreement. It is clear from this decision that should a clause be drafted wide enough, then it is possible to exclude liability for wilful misconduct or, at the very least, place it under a liability cap.

IS IT POSSIBLE TO LIMIT LIABILITY FOR FRAUD?

Some limitation of liability clauses will explicitly exclude liability for fraud or fraudulent misrepresentation; this is not strictly necessary, as liability for a party's own fraud or fraudulent misrepresentation in inducing a contract cannot be excluded or limited by law on public policy grounds regardless of whether this is stated in the contract, but some field operators prefer to include it.

The Court of Appeal in *Capita (Banstead 2011) Ltd v RFIB Group Ltd [2015] EWCA Civ 1310* quoted with approval a paragraph from the High Court's judgement in that case, including that *"… The law on public policy grounds, does not permit a party to exclude liability for the consequences of his own fraud; and if the consequences of fraudulent or dishonest misrepresentation or deceit by his agent are to be excluded, such intention must be expressed in clear and unmistakable terms on the face of the contract. General words will not serve. The language must be such as will alert a commercial party to the extraordinary bargain he is invited to make because in the absence of words which expressly refer to dishonesty the common assumption is that the parties will act honestly…"*

In *Innovate Pharmaceuticals Ltd v University of Portsmouth Higher Education Corporation [2024] EWHC 35*, the parties accepted that one cannot contract out of liability for their fraud in inducing a contract. However, in some non-binding comments, the judge considered that whether a clause excludes liability for fraud in performance of a valid contract is a matter of construction of the contract and that provided that a clause is clear that liability for fraud in the performance of a contract is covered by a limitation clause, there is no rule of principle invalidating such a provision. The judge's comments were not binding and were made in the context of an agreement with relatively low value, where the parties were of equal bargaining power and where the breaching party would have assumed responsibility for losses far in excess of the value of the contract. However, it remains to be seen if the judge's view in this case finds judicial acceptance in other cases.

SOME FINAL THOUGHTS

As the cases discussed above illustrate, limitation of liabilities clauses can give rise to complex issues under English law, particularly in circumstances where a party is relying on such a clause to cap its liability in the case of its own fault or negligence. It is important to obtain legal advice to ensure that the limitation of liability clause applies to all the obligations and liabilities that it is intended to apply to and that any carve-outs or exclusions are appropriately and narrowly drawn. At Haynes Boone, we have significant experience dealing with these issues across a suite of contracting arrangements in the offshore energy sector.

Please do get in touch with our team below if we can help with any issues relating to the drafting, negotiation, or enforcement of limitation of liability clauses. Whether you are entering into new contracts or reviewing existing agreements, our lawyers can assist in identifying potential risks and ensuring that your limitation of liability provisions are robust, enforceable, and aligned with industry best practices. We understand the complexities of the offshore energy sector and the importance of balancing risk and reward in high-value projects. By working closely with our clients, we help to anticipate challenges, avoid common pitfalls, and achieve outcomes that support long-term business objectives.

For more information about our offshore services experience at Haynes Boone, visit us here.

1. *For a further discussion on mutual indemnity clauses, please see our briefing paper "knocking at an open door : The English law approach to mutual indemnities in the offshore oil and gas sector", which also discuss issues around consequential loss.*

2. *This paper does not cover the impact of the Unfair Contract Terms Act 1977 ("UCTA"). Parties whose contracts are subject to UCTA will also need to ensure that any exclusion or limitation of liability provisions satisfy the relevant requirements of UCTA.*

3. *Gilbert-Ash (Northern) Ltd v Modern Engineering (Bristol) Ltd [1974] AC 689.*

4. *Please see article headed "Managing liabil-I.T. – the construction of limitation clauses in IT services contracts" by our colleagues James Brown and Jack Spence dated June 26, 2023 for further details of this case.*

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Glenn Kangisser is a leading lawyer in the offshore, oil and gas, and shipping industries, with a focus on upstream exploration and production and the transportation of oil and gas. He advises clients on projects and disputes throughout the lifecycle of a drilling unit, from design and construction to operations and maintenance, and from disposition, conversion, or recycling.

Glenn combines his extensive experience and market knowledge with a pragmatic approach to help clients achieve commercial solutions, whether by negotiating contracts, minimizing the risk of disputes, or resolving them through litigation or arbitration. He has represented clients in the English High Court and in arbitrations under various rules, including LCIA, LMAA, and ICC. His practice is truly international, covering the UKCS, U.S. Gulf of Mexico, West Africa, Brazil, the Middle East, and the Far East.

Glenn has handled some of the largest and most significant cases in the offshore drilling sector. He led his team in obtaining a London arbitration award of over US $400 million for a European drilling contractor client in a dispute with a South Korean shipyard over the termination of a drilling rig construction contract. He also secured an English High Court judgment of more than US $270 million, plus interest and expenses, for Seadrill Ghana Operations Ltd. in a force majeure case relating to the termination of a drilling contract. Glenn has also been involved in some of the most complex and high-profile offshore drilling projects in the last two decades.
Glenn heads Haynes Boone's oil and gas team in the UK and is recommended by The Legal 500, 2024-2025 (Legalease) as a specialist in the space with exploration and production as his key focuses. Clients praise Glenn for his *"unrivalled knowledge and experience*" and his team for being *"true experts in the field."* Glenn has been featured in various mainstream and industry publications, including the Financial Times.

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Teena Grewal offers clients practical legal advice on projects and contracts related to oil and gas exploration and production. She has advised on many projects for floating production storage and offloading units (FPSOs) in the UK Continental Shelf, Brazil, Australia, South America, and West Africa and has also worked on many drilling contracts.

Clients appreciate Teena's understanding of the particularities of FPSO project contracts and the political sensitivities of projects in various jurisdictions. She handles all aspects of her clients' transactions, from big-picture strategy to the smallest contract details. Teena works closely with clients on lengthy, complex, high-value projects, many of which are valued in the billions of dollars.

Teena holds a master's degree in International Conflict Studies, which informs her flexible negotiation, communication, and people skills. Creative yet pragmatic, Teena collaborates with different personalities, companies, cultures, and jurisdictions to fulfill her clients' needs.

Teena's clients benefit from her prior work as in-house legal counsel for a major international oil and gas company, mainly in the upstream sector. She advised extensively on a project to build and operate an offshore pipeline system and develop offshore oil and gas fields in the UK Continental Shelf and also counseled on a range of procurement contracts. Teena also advised on acquisitions and disposals of shares and assets and joint ventures while working both in private practice and as in-house legal counsel for an independent power producer.

Teena has presented and written about oil and gas industry legal issues and co-authored *Knocking at an open door: The English law approach to mutual indemnities in the offshore oil and gas sector.*

ABOUT HAYNES BOONE

Haynes Boone is an international corporate law firm with offices in Texas, New York, California, Charlotte, Chicago, Denver, Northern Virginia, Washington, D.C., London, Mexico City and Shanghai, providing a full spectrum of legal services in technology, financial services, energy and private equity. With more than 700 lawyers, Haynes Boone is ranked among the largest U.S.-based firms by The National Law Journal, The American Lawyer and The Lawyer. The 2025 Chambers USA Legal Guide ranked 41 different firm practice areas, and in 2024, Haynes Boone became the first Am Law 100 firm to ever earn a Gold-level Bell Seal from Mental Health America, recognizing its industry-leading commitment to creating a mentally healthy workplace.

Every law firm believes culture is an important component of success. Haynes Boone's culture is truly unique and provides our firm with strength and stability. Our culture is defined by our collaborative work environment and by putting our clients' interests first. Our long-term view supports investing in the future of our firm and we strive to be an outstanding professional services institution.

Although we often emphasize the "internal" aspects of our culture, the linchpin is outstanding client service and recognizing that our internal operations must support our clients' best interests. To further our goals, we focus on recruiting self-motivated lawyers with a strong work ethic and encourage communication and accountability.

We continually focus on developing cutting-edge practices to create a working environment that provides the most interesting and challenging work experiences.

We carry with us the progressive, entrepreneurial spirit that has always animated our firm. We've always worked differently than other firms. We are committed to remaining forward-thinking and preparing for the dynamically changing world of business law.

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