

Nigel Tozzi KC

Call 1980 Silk 2001



Nigel is widely regarded as one of the pre-eminent senior silks at the bar, with a wide-ranging practice spanning both commercial litigation and arbitration. Testament to this is his ranking in the directories across 8 areas, including commercial litigation, banking & finance, international arbitration, energy, professional negligence and insurance/reinsurance.

The 2022 edition of Chambers & Partners (Banking & Finance) describes Nigel as “*amazing with clients and great fun to work with. He is a go-to silk and it is a privilege working with him*” and “*He is very commercial, great on the law and a brilliant advocate.*” The 2023 Legal 500 (IT and Telecoms) says of Nigel “*Fantastic legal mind, client friendly, thorough, strategic and a fabulous advocate.*”

Nigel is also well known for his Formula One and Moto GP expertise, having represented both Ferrari and Haas F1 in various matters relating to FIA regulation challenges and inter-team disputes. Nigel has recently acted for the main sponsor, the Challenger of Record and associated entities respect of various disputes in respect of the most recent America’s Cup sailing competition.

Nigel is also able to accept appointments as Arbitrator across his core practice areas, either as sole or appointed/presiding Arbitrator across the full range of forums.

Commercial Litigation & International Arbitration

Nigel has extensive experience of commercial disputes in both Court and arbitration proceedings, including ICC, LCIA and LMAA arbitrations.

Featured Commercial Litigation & International Arbitration cases

Various claimants v Convex Insurance UK Ltd, Allianz Global Corporate & Specialty SE and AXA XL: Acting for Hull All Risks aviation reinsurers in respect of numerous claims brought by owners and lessors of aircraft said to be stranded in Russia

following the invasion of Ukraine and the imposition of sanctions. The exact value of the claims remains unclear. Industry estimates are that as of February 2022, approximately 500 foreign-owned aircraft remained in Russia, with a market value greater than \$10 billion.

Virgin Enterprises Ltd v Brightline Holdings LLC: Acting for Brightline defending a claim by Virgin in the Commercial Court for over \$250m following the termination of a Trade Mark Licence Agreement on the basis that the Virgin brand had ceased to constitute a brand of international high repute, the Marks were no longer of high quality status and continued use of them would have been materially damaging to the reputation of Brightline or to the value of its business.

Calder Water Community Wind Co Ltd v Statkraft Markets GmbH: Acting for Statkraft defending claims under a Power Purchase Agreement for allegedly failing to make contractually compliant “market price offers”

Acting for a Formula One motor racing company in a commercial dispute (subject to LCIA arbitration) with one of its sponsors.

Acting for a supplier of sulphur in a commercial dispute (subject to LCIA arbitration) regarding an alleged sale.

Advising and acting for a supplier of electric car batteries in a commercial dispute (subject to LCIA arbitration) following the termination of a Supply Agreement.

Apache North Sea Ltd v Esso Exploration and Production UK Ltd and others (inc Shell and BP): Acting for Esso in a dispute concerning the nature and extent of Apache’s obligation to provide security to Esso, Shell and BP for the costs of decommissioning oil fields in the North Sea, now owned and operated by Apache but formerly owned by Esso, Shell and BP.

Glencore Energy UK Ltd v NIS J.S.C Novi Sad [2023] EWHC 370 (Comm): Acting for NIS in respect of a claim for the costs of storage following delivery of a contaminated cargo of crude oil.

Advising and acting for a power generator following the termination of a Power Purchase Agreement on grounds (inter alia) that the buyer was an unsuitable counterparty following the Russian invasion of Ukraine.

Advising and acting for the owner of a gas generator and power turbine assembly and control system, defending a claim (subject to ICC arbitration) arising from the premature cancellation of a 12 year repair and maintenance contract.

Quartz Assets LLC v Kestrel Coal Midco: Acting for an SPV (Kestrel) defending claims for up to \$112m concerning an offer to provide mezzanine finance for the acquisition by Kestrel of mining assets from Rio Tinto (for about US \$2.25bn).

Acting for the main sponsor, the Challenger of Record and associated entities in various disputes relating to the 2020/2021 competition for the America’s Cup. There were 19 separate cases brought before the America’s Cup Arbitration Panel, covering a wide variety of matters including liability for the costs of putting on the event and the courses to be used.

Acting for a Japanese supplier of zeolite membrane technology in an LCIA arbitration, defending a claim by the owner of a bio-ethanol production facility for damages of over €63m for fraudulent misrepresentation and breach of contract.

Acting for one of the parties in an LMAA arbitration in a claim and cross claim arising from the cancelled exchange and sale of two superyachts following a failure to complete on grounds of force majeure owing to COVID 19.

Apache UK Investment Ltd v Esso Exploration and Production Ltd [2021] EWHC 1283 (Comm). Acting for Esso in proceedings to determine the meaning and effect of various bilateral decommissioning security agreements, and the extent of its decommissioning obligations under the Petroleum Act 1998.

CIS General Insurance v IBM [2021] EWHC 347 TCC; [2022 EWCA Civ 440 (CA). Acting for IBM, defending a claim by Co-op Insurance Services for £130m involving allegations of wilful default in relation to a failed project for a new IT system.

Advising a Formula One racing team on commercial issues following the imposition of sanctions on Russian entities.

State Bank of India and others v Mallya [2018] EWHC 1084 (Comm): Acting for the claimant banks seeking to register for enforcement in the UK judgments obtained in India against a high profile tycoon, and in securing a freezing order for over £1bn, followed by a contested application for a third party debt order under CPR 72.8, reported at [2019] EWHC 995 (QB), and contested applications for third party disclosure orders against various banks and auction houses reported at [2019] 7 WLUK 369.

Motortrak v FCA Australia [2018] EWHC 1464 (Comm): Acting for Fiat Chrysler defending a claim for breach of an agreement for the provision of website and online marketing services, and counterclaiming damages for bribery.

NIVE v Rembrandt [2018] EWHC 1857 (Comm): Acting for a purchaser defending claims for alleged breach of an agreement for the supply of egg products from the Netherlands for use in the USA, and counterclaiming successfully for fraudulent misrepresentation.

Golden Belt v BNP Paribas [2017] EWHC 3182 (Comm): Acting for Certificate Holders against BNP Paribas as the arranger, sole bookrunner and lead manager of the Saad Golden Belt Sukuk (an Islamic Bond) for failing to ensure that a Promissory Note, which was one of the critical documents forming part of the Sukuk, had been signed correctly in accordance with the law of Saudi Arabia.

Acting for a Japanese franchisee claiming damages following a sale of its business, and resisting claims of alleged fraudulent misrepresentation.

Acting for the liquidators of a hedge fund pursuing significant claims in an LCIA arbitration against its investment manager and valuation agent following a fraud.

Acting for a designer of blended winglets in an LCIA arbitration against one of the world's largest airline companies claiming substantial damages for the wrongful use of confidential information.

Acting for various parties in an LCIA arbitration against the manager of a fund with assets in Russia, Ukraine and Serbia claiming damages for contractual breaches of duty, computer hacking and breach of confidence.

Acting for former employees of a large hedge fund defending claims concerning their design and operation of various computer generated programmes, and making cross claims for equity in the fund management companies, unpaid profit share and / or bonuses.

Professional Negligence

Nigel advises and appears in a wide range of professional negligence disputes including acting for and against solicitors, barristers, accountants, auditors, valuers, surveyors, property managers, actuaries and pension fund managers. Nigel also has experience of acting in regulatory and disciplinary hearings.

Featured Professional Negligence cases

Oxford Property Investments and anor v Peter Lynn & Partners [2023] EWHC 624 (Comm). Acting for solicitors defending claims for up to £22 million for failing to procure legally binding agreements with a third party.

Ripples Homeland Security v Osborne Clarke. Currently acting for solicitors defending claims arising from an alleged failure to advise the claimant of the need to carry out due diligence on an investor into a tech start up company.

Cheltenham B.C. v Bevan Brittan. Acting for solicitors defending claims arising from alleged failure to ensure that transactional documents were correctly drafted and / or advise appropriately.

OOCL v Ince & Co and others. Currently acting for solicitors in a claim arising from advice following a loss of containers overboard and damage to a vessel. The claim alleges (amongst other things) failing to advise competently under a Slot Charterparty and failing to maintain a right to claim an indemnity in respect of a potential liability for LMAA claims.

Richards and Purves v (1) Speechly Bircham and (2) Charles Russell Speechlys [2022] EWHC 935 (Comm); [2022] EWHC 1512 (Comm) on costs. Acting for solicitors defending claims for damages based on a failure to warn of the risk that transactional documents could be construed in a way that was adverse to the claimants.

Spire and Hortensia v Withers [2021] EWHC 2400 Comm; [2022] EWCA Civ 970 (CA). Acting successfully for purchasers of development sites in claims against Withers for (1) failing to carry out a specialist search which would have revealed the existence and track of High Voltage Cables; and (2) failing, once the existence of the cables had been discovered, to advise correctly as to the claimants' rights and the remedies available to them against UKPN.

Prime London Residential Development v Withers [2021] EWHC 2401 Comm. Acting for the developer of a site in a claim against Withers for failing to advise correctly as to the meaning and effect of various provisions in a Lease, the risk of injunctive proceedings and the terms of a settlement agreement.

E20 Stadium and anor v Allen & Overy.

Acting for the stadium owner and operator in a claim against solicitors for negligent drafting of an agreement providing for the use of the Olympic Stadium by West Ham United FC.

Acting for accountants resisting claims against them based on alleged dishonest assistance.

Acting for the liquidators of a company in Bermuda claiming damages against the company's former solicitors for dishonest assistance.

Acting for solicitors in a claim arising from advice and the drafting of option agreements, and the conduct of ensuing litigation.

Acting for solicitors in a claim for alleged breaches of trust (based on knowing receipt), damages for deceit, and damages for breach of an alleged tortious duty of care. The claim arises out of a fraud which was the subject of a lengthy trial before Nugee J reported at [2019] EWHC 309 (Ch)

Acting for solicitors in a claim brought against them by Ched Evans, a professional footballer, for allegedly failing to adduce evidence at his first criminal trial for rape, and on his first appeal against that conviction.

Currently acting for solicitors in a claim brought against them for an alleged failure to advise on disclosure obligations resulting in a Consent Order being set aside (as reported in *KG v LG* [2015] EWFC 64).

Acting for a barrister alleged to have been negligent in the conduct of a matrimonial dispute.

Acting for solicitors in a claim brought against them for allegedly failing properly to advise the former Chairman and Chief Executive of a premier league football club in respect of his claims against the club following his dismissal.

Healey v Shoosmiths [2016] EWHC 1723 (QB): Acting for solicitors in a claim brought against them following the failure by their former client to complete the purchase of a super yacht.

Hirtenstein v Hill Dickinson [2014] EWHC 2711 (Comm): Acting for solicitors in a claim brought against them following the sale of a super yacht.

Acting for claimants on claims in the Royal Court of Guernsey arising out of the failure by a provider of fiduciary and company administration services to ensure compliance with the requirements of a bank facility being used for a luxury development in London, which resulted in the bank calling in the loans so that the development was unable to proceed. The case settled, but would have been the first Guernsey case to decide the law of directors' duties and the application of indemnities and exemptions.

Acting for a national chain of valuers in respect of claims against them by various lenders for alleged under valuations on numerous "buy to let" properties.

Acting for valuers in a claim in respect of a number of properties which are said to have been significantly over-valued, involving allegations of fraud on the part of the valuer and the solicitors who acted for the buyers.

Banking & Finance

Nigel was instructed in numerous cases arising from the 2008 banking crisis involving challenges to close-outs under both 1992 and 2002 ISDA Master Agreements, claims for mis-selling of interest rate hedging products (swaps) and claims arising from the manipulation of LIBOR. He has also advised and acted in bankers' bonus claims, and more recently has been acting for and against banks in relation to their general commercial activities.

In addition to *Quartz Assets LLC v Kestrel Coal Midco; State Bank of India and others v Mallya* [2018] EWHC 1084 (Comm); and *Golden Belt v BNP Paribas* [2017] EWHC 3182 (Comm), considered above in the section on Commercial Litigation and International Arbitration, experience includes:

Featured Banking & Finance cases

Acting for the liquidators of a hedge fund (KPMG) in relation to a claim against Citigroup Global Markets Ltd arising from the closing out of total return swaps and credit default swaps under the terms of a 2002 ISDA Master Agreement.

Acting for the assignee of a lender seeking to enforce various securities in a claim which raised issues as to whether the securities covered the relevant loan, invalid assignment, misrepresentation, regulatory compliance, subrogation and unjust enrichment.

Acting for a bank defending a claim for alleged knowing receipt of funds which had been obtained by deception from the Claimant.

BHL v Leumi ABL Ltd [2017] EWHC 1871 (QB): Acting for a bank in relation to a dispute arising over the enforceability of a Receivables Financing Agreement.

Acting for the liquidators of an insolvent bank in a claim against a major US investment bank. The case involved total return swaps and currency related derivatives, and gave rise to complex valuation issues, and legal issues concerning the exercise of discretion under the terms of a 2002 ISDA Master Agreement.

Acting for the liquidators of a hedge fund in relation to a claim against a Swiss investment bank arising from the closing out of credit default swaps under the terms of a 1992 ISDA Master Agreement.

Acting for the liquidators of a hedge fund in relation to a claim against a Swiss investment bank arising from the closing out of credit default swaps and swaptions under the terms of a 2002 ISDA Master Agreement. The case also involved issues as to set-off.

Acting for a Swiss asset management company in relation to fraud claim against a Swiss investment bank arising from a conspiracy to procure the purchase of structured products which were outside the scope of the trader's authority.

Acting for various companies seeking to challenge interest rate swaps on ground of mis-selling.

Acting for parties seeking to have interest rate swaps rescinded as a result of LIBOR manipulation.

Acting for for employees and former employees of Dresdner Kleinwort in their successful claim for payment of bonuses following a takeover by Commerzbank: *Attrill and others v (1) Dresdner Kleinwort Ltd (2) Commerzbank AG* [2013] EWCA Civ 394 (appeal to Court of Appeal following trial); [2012] EWHC 1468 (QB) (on interest) and [2012] EWHC 1189 (QB) at first instance following the trial); [2011] EWCA Civ 229 (successful appeal following decision to summarily dismiss part of the claim)

Advising a Japanese Bank on potential claims by employees for discretionary bonus payments.

Acting for a bank against a borrower (who was also a mortgage broker) who had secured various loans fraudulently.

Acting for a hedge fund against a major bank in claims arising out of the bank's investment in the fund. Claims included Chancery Division proceedings (*Barclays Bank Plc v Nylon Capital LLP* [2011] EWCA Civ 826), a contested arbitration and a section 994 Companies Act claim.

Insurance & Reinsurance

Nigel has wide experience of advising on and appearing in insurance and reinsurance disputes (principally, but not exclusively, non-marine), usually for insurers. Areas covered recently specifically in relation to insurance and reinsurance disputes include contract formation, cover notes and binders, the construction of policy wording, coverage disputes, warranties, material non disclosure, misrepresentation, fraud, breaches of condition, double insurance, jurisdiction and conflicts.

Featured Insurance & Reinsurance cases

Various claimants v Convex Insurance UK Ltd, Allianz Global Corporate & Specialty SE and AXA XL: Acting for Hull All Risks aviation reinsurers in respect of numerous claims brought by owners and lessors of aircraft said to be stranded in Russia following the invasion of Ukraine and the imposition of sanctions.

MacPhail v Allianz [2023] EWHC 1035 (Ch). Acting for insurers on appeal in a coverage dispute following the insured's allegedly 'accidental' trespass and construction of property on adjoining land which it did not own.

Currently advising and acting for insurers on coverage issues in respect of claims against the insured for defective works at two hospitals in Yorkshire.

Advising and acting for various insurers in respect of business interruption claims caused by Covid-19.

Advising and acting for insurers in respect of their liability to pay for replacement cladding on various buildings following the Grenfell fire; issues of coverage, material non-disclosure and misrepresentation.

Advising and acting for reinsurers responding to a claim under an Offshore Construction All Risks Reinsurance Policy for approximately US\$1 billion in respect of cracking to pipelines installed as part of the Kashagan Field in the Caspian Sea, Kazakhstan.

Acting for an insured bank claiming under a Crime & Civil Liability Policy for losses suffered by its Hong Kong branch following a fraud by a customer who used funds and other assets belonging to an insurance company of which he was the Chairman and CEO as security for loans made to him personally by the bank, which he then failed to repay. The bank had to return the “security” to the insurance company, leaving it to suffer substantial losses of over US \$88 million.

Advising and acting for an insurer on the application of an aggregation clause in a solicitors’ professional indemnity policy where the solicitors are being sued by a large number of investors (for whom they acted) in respect of their investments in hotel rooms which have proved to be worthless following a fraud.

Advising and acting for Insurers on an indemnity claim arising from the defective design of a sewage plant. Issues raised include coverage, the number of claims, notification, aggregation, and allocation between policies for different year.

Advising and acting for insurers following the wrongful payment out of funds when a fraudster obtained access to the Insured’s IT systems. The claim is made under a Civil Liability Insurance Policy which contains an exclusion for any claim arising directly or indirectly out of, amongst other things, theft, alteration of, or interference with electronically held data of the Insured.

Acting for an insured making a claim under an Erection All Risks (EAR) Policy for losses suffered as a result of damage to a sub sea pipe installation following a storm. Insurers contend that any loss is caught by a ‘normal action of the sea’ exclusion. The issues turn on the exact cause of the loss, and whether this comes within the terms of the Policy.

Acting for excess insurers in a coverage dispute (namely the meaning and effect of an allocation clause following a partial notification) arising out of the defective design of a school.

Advising and acting for insurers seeking to avoid liability under a Management & Corporate Liability Blended Insurance Policy on the grounds of dishonest misrepresentations made by a director to the insurers when the Policy was entered into.

Advising and acting for Insurers who have avoided cover on the basis of a material misrepresentation by the Insured regarding its relationship with sub-contractors and / or material non disclosure of the fact that it had sub contracted work on terms which limited the liability of the sub-contractor.

Advising and acting for professional indemnity insurers who have declined to indemnify an insured in reliance on fraud exclusions.

Energy

Nigel’s wide ranging practice has seen him involved in energy disputes primarily connected with the oil and gas sector.

Featured Energy cases

Calder Water Community Wind Co Ltd v Statkraft Markets GmbH: Acting for Statkraft defending claims under a Power Purchase Agreement for allegedly failing to make contractually compliant “market price offers”

Apache North Sea Ltd v Esso Exploration and Production UK Ltd and others (inc Shell and BP): Acting for Esso in a dispute concerning the nature and extent of Apache’s obligation to provide security to Esso, Shell and BP for the costs of decommissioning oil fields in the North Sea, now owned and operated by Apache but formerly owned by Esso, Shell and BP.

Glencore Energy UK Ltd v NIS J.S.C Novi Sad [2023] EWHC 370 (Comm): Acting for NIS in respect of a claim for the costs of storage following delivery of a contaminated cargo of crude oil.

Advising and acting for a power generator following the termination of a Power Purchase Agreement on grounds (inter alia) that the buyer was an unsuitable counterparty following the Russian invasion of Ukraine

Apache UK Investment Ltd v Esso Exploration and Production Ltd [2021] EWHC 1283 (Comm) [see above].

Acting for an oil and gas exploration and production company, on application for an urgent injunction prohibiting another oil and gas exploration company from commencing the drilling of a well off the western coast of Scotland. The dispute arose under a Joint Operating Agreement for the exploration, development and production in the East Shetland Basin of the United Kingdom Continental Shelf.

Acting for ExxonMobil in a dispute about the quantities of oil delivered under an oil supply contract.

Acting for Claimants in a claim for damages under an oil supply contract. Issues include claims for state immunity and allegation that the contract was procured through bribery.

Acting for global commodity trading and mining company defending claims for commissions allegedly due for securing the release of various Russian sailors apprehended and detained in Nigeria for alleged gun running, and for introducing an alleged oil supply opportunity.

Acting for an energy trader against the operator of an oil field in Nigeria in claims for breach of contract concerning the sale of the oil and failure to repay sums which had been advanced, with cross claims for alleged breaches of collateral warranties.

Acting for a participation rights holder in an oil and gas exploration area (“the Block”) against the Operator of the Block. Proceedings involved getting an urgent injunction to prevent the Operator from exercising rights unfavourable to the rights holder, and bringing urgent ad hoc arbitration which had to be dealt with from commencement to award in 10 days.

UNCITRAL Arbitration: Acting for the owner and operator of an aluminium smelting plant in Slovakia claiming damages of up to \$650 million for breach of pricing agreements in respect of electricity.

Acting for receivers of Enron in a claim resulting from energy trades (physical and derivatives). The case involved complex issues of legal and equitable assignment and set off.

Information Technology

Nigel has rapidly built up an enthusiastic following in IT related disputes.

Featured Information Technology cases

Tibco Software v Tesco Stores Ltd. Acting for Tesco defending a claim for software license fees of over £86 million

Cerno Professional Services Ltd v Petrofac Services Ltd. Acting for Petrofac, defending a claim in respect of charges for assistance and advice in relation to the licensing of Petrofac's Oracle estate prior to an anticipated Oracle audit.

Acting for the supplier of a digital banking solution for a Building Society in response to claims against it arising from project delays and termination.

CIS General Insurance v IBM [2021] EWHC 347 TCC; [2022 EWCA Civ 440 CA). Acting for IBM, defending a claim by Co-op Insurance Services for £130m involving allegations of wilful default in relation to a failed project for a new IT system. The decision is currently subject to an appeal by CIS.

Direct Line v IBM. Acting for IBM, defending a claim in respect of the design and construction of an enterprise data warehouse together with related technology.

Advising and acting for a provider of technology systems and solutions for the insurance industry in a claim against a UK insurance broker for breaches of a Licence and Services Agreement.

Advising and acting in a dispute over the termination of an IT Partnership Agreement between a local government authority and leading telecoms provider.

Advising and acting for a provider of transport communications and systems engineering solutions in a claim under a Network Solutions Agreement against a well-known ground handling, aviation and airport services company.

Defending a €40 million claim in ICC arbitration proceedings brought against one of the world's leading software companies relating to the supply of resource and management software.

Acting for Oracle in a claim relating to the supply of an administration and management information system for a University.

Acting for the National Health Service in a multi-million pound claim and cross claim relating to the installation of national email and directory service.

Acting for NEC in a contractual dispute with Spectrum concerning supply of internet/broadband services to Travelodge hotels.

Acting for software supplier of enterprise resource planning system. Issues relating to functionality and contract terms.

Shipbuilding & Construction

Nigel also has in depth experience of disputes involving ship building and construction.

Featured Shipbuilding & Construction cases

Acting for Respondent in an LMMA arbitration arising from the cancelled exchange and sale of two superyachts, following a failure to complete owing to COVID 19.

Advising and acting for buyers (in a number of cases) seeking to avoid having to take delivery of new build Vessels.

Acting for a bank (HSBC) seeking to enforce its mortgage over a Vessel by taking possession.

Acting for Buyers in an LMAA arbitration for the return of instalments paid under a ship construction contract terminated for delay, with cross claims by the Yard for repudiatory breach.

Acting for Buyers in 4 separate but related LMAA arbitrations claiming damages for failure by a shipyard to construct four 80,700 DWT bulk carriers in accordance with the specifications.

Acting for Bank on question whether a payment guarantee was a demand bond: (1) Wuhan Guoyu Logistics Group Co Ltd (2) Yangzhou Guoyu Shipbuilding Co Ltd v Emporiki Bank [2012] EWCA Civ 1629.

Acting for Buyers in an LMAA arbitration concerning the provision of refund guarantees, conditions precedent and quality of work arising under a contract for the construction of a pipe laying vessel.

Acting for the owners and operators of a drill ship in claims concerning the services provided by them under a Drilling Contract and Drilling Services Sharing Agreement.

Acting for Buyers in an arbitration following the cancellation of a ship construction contract.

Acting for Claimants in an ICC arbitration arising from the performance of a contract for subsea trenching and backfilling in relation to the laying of a subsea liquefied natural gas ('LNG') pipeline.

Acting for Sellers following the cancellation of memorandums of agreement for the purchase of four vessels: Parbulk v (1) Kristen Marine (2) Aurele Trading [2010] EWHC 900 (Comm).

Advising various ship-owners in respect of claims under various ship building contracts.

Acting for owners / buyers in LMAA arbitration and court proceedings following the termination of various ship building contracts.

ICC arbitration in Geneva. Acting for Respondent engineering and construction company in a \$95 million arbitration concerning the construction of two offshore production platforms for the South Pars oil field.

Acting for Claimant ship-owners in ad hoc arbitration concerning the construction of bulk carriers in Korea.

Defending a \$300 million claim against Moscow Oil Refinery in London arbitration, and on appeal, in connection with a dispute regarding the construction of a new polypropylene processing plant in Moscow.

The "SOLITAIRE": A lengthy LMAA Arbitration acting for the respondent shipyard in a dispute involving sums in excess of £300 million in respect of the conversion of a bulk carrier into the largest pipe laying vessel in the world.

Formula One & Moto GP

Featured Formula One & Moto GP cases

Advising on various matters and acting for the Challenger of Record in the 36th America's Cup.

Advising Ferrari on various commercial, regulatory and sporting issues.

Advising Sauber on various commercial issues.

Acting for the Haas F1 team in proceedings before the International Court of Appeal of the FIA concerning the use of an unlawful car in the 2018 Italian Grand Prix.

Acting for Valentino Rossi in an appeal against the sanction imposed on him following the 2015 Malaysia Motorcycle Grand Prix.

Advising a driver on possible claims against his former team.

Acting for Ferrari in proceedings before the FIA concerning the improper testing of Pirelli tyres by Mercedes in 2013.

Acting for Ferrari in proceedings before the World Motor Sports Council concerning 'team orders' during the 2010 German Grand Prix.

Acting for Ferrari in proceedings before the International Court of Appeal of the FIA concerning the legality of a "double diffuser" fitted to the Brawn Formula One cars.

Acting for Ferrari in High Court proceedings for the recovery of confidential information, and in subsequent hearings before the World Motor Sports Council at which the McLaren Formula One racing team was fined \$100 million.

Acting for Ferrari in proceedings before the International Court of Appeal of the FIA concerning the alleged use by the Williams and BMW formula one cars of fuel which was too cool during the Brazilian Grand Prix.

Acting for Ferrari in proceedings before the International Court of Appeal of the FIA concerning the decision to impose a "drive through" penalty on Lewis Hamilton following the 2008 Belgian Grand Prix.

Arbitral Appointments

Nigel has been appointed as an arbitrator in more than 40 cases. He has been appointed as the Chairman, as a party appointed Arbitrator, and as the sole arbitrator in a number of LCIA, LMAA, ICC and ad hoc arbitrations concerning a wide range of matters including:

- general commercial disputes
- ship construction
- onshore and offshore construction
- insurance
- shareholder disputes

- IT

Nigel has also determined issues on paper pursuant to a KC clause in insurance cases; disputes concerning the nature and extent of an indemnity clause in a building contract; disputes under a Transportation, Processing and Operations Services Agreement relating to various gas fields.

Appointments

Memberships

- LCIA Users' Council
- LMAA

Education

- LLB (Exeter) 1st Class
- Bar Exams 1st Class

Recommendations

Nigel is recommended in various directories including the Legal 500 and Chambers and Partners as a leading silk in 8 practice areas (Banking and Finance, Commercial Litigation / Commercial Dispute Resolution, Energy, IT, Insurance and Reinsurance, International Arbitration, Professional Negligence and Shipping). Descriptions from the current directories include:

- Fantastic legal mind, client friendly, thorough, strategic and a fabulous advocate.
- Very user friendly, upbeat, very good punchy oral and written submissions and good cross examination.
- Nigel is great to work with, he is able to explain complex legal issues very simply while not losing sight of the commercial arguments. He is also a very effective advocate, solicitors are always pleased he is on their side.
- Despite his seniority, he is very matter of fact and approachable, and he is willing to be challenged and take on board others' views.
- A super star who is one of the most gifted advocates available.
- Absolutely brilliant. He's very clever, really meticulous, and someone whose preparation is outstanding. Nigel is an excellent cross-examiner and brilliant at managing clients and judges.
- Nigel is very engaged, and gets to grips with complex issues very quickly. A very good cross-examiner who is very effective.

- Very knowledgeable about the industry; his written submissions are clear and punchy and he is very good on his feet.
- He is a really effective advocate. He does not play the grand KC, he rolls up his sleeves and gets stuck in. Thorough and confident, expresses clear and reasoned views, approachable and engaging to work with.
- Excellent advocacy: very measured and persuasive. He gets to the heart of the matter quickly and efficiently. He's also great with clients.
- Nigel's skeletons and cross-examination questions are absolutely brilliant.
- He is very user-friendly and extremely knowledgeable.
- Terrific judgement. He brings huge enthusiasm.

Nigel was nominated by Chambers in 2018 for silk of the year in Professional Negligence, and by the Legal 500 in 2022 for silk of the year in Information Technology.