

**PETER WEBSTER MA (Hons) (Cantab)**

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**PROFILE**

Solicitor of the Senior Courts of England & Wales (admitted 1 October 1999)

Member of Panel of Commercial Mediators at Clerksroom, Talk Mediation, Commercial and Medical Dispute Solutions, and Effective Dispute Solutions

Qualified commercial, family, workplace and community mediator

Director of All Saints Theatre Limited (drama production company no. 3779270)

Director of Thea Limited (incorporated solicitors' practice company no. 5664871)

Trustee of Thea (registered charity no. 1076525)

Native English-speaker also fluent in French

Born 10 October 1967 in Manchester, United Kingdom

Educated at Manchester Grammar School, St John's College Cambridge, and the Central London College of Law

**CAREER HISTORY**

October 2007 to date	Solicitor Principal	Thea Limited 34 Farrow Lane London SE14 5DB
Self-employed		
November 2004-September 2007	Senior Solicitor Construction	Capsticks 77/83 Upper Richmond Rd London SW15 2TT
Referee: Mr David Firth		
March 2002 – September 2004	Assistant Solicitor Construction	Fenwick Elliott LLP 353 Strand London WC2R 0HT
Referee: Dr Julian Critchlow		
October 1999 – March 2002	Assistant Solicitor Construction	Masons 30 Aylesbury Street London EC1R 0ER
Referee: Mr Mark Roe		
September 1997 – September 1999	Trainee Solicitor Four seats	Penningtons 83 Cannon Street London EC4N 8PE
Referee: Ms Catriona Smith		
July 1994 – August 1997	Executive Secretary Rwanda Project	Relationships Foundation 3 Hooper Street Cambridge CB1 2NZ
Referee: Dr Michael Schluter		

## **EDUCATION**

8 O-levels (6 As, 2 Bs), 3 A-levels (3 As), 2 S-levels (both grade 1)  
II,2 degree in Classics/Modern & Medieval Languages  
Diplomas in Law and Legal Practice

## **EXPERIENCE (see also separate detailed Schedule)**

Preparing contract documentation (standard form or bespoke)

Advising on document management and dispute avoidance methods

Negotiating desired arrangements with other contracting parties

Policing performance of contracts and preventing breakdown of cashflow

Assisting in the early settlement of disputes

Neutralising threats to the commitment of parties to their relationships

Pursuing substantial claims for failure to perform obligations

Analysing merits of claim and advising on appropriate settlement

Narrowing the gap between opposing positions

## **BUSINESS PLAN**

To offer alternatively:

- Legal advice and representation to one party, or
- Mediation services to two or more parties

With a view to building, maintaining and reinforcing contractual relationships in contracts for construction or technological services, or related professional services.

## **SECTORS**

Healthcare  
Regeneration  
Middle East

## **SPECIALISMS**

Construction & Engineering, PFI/Projects, Professional Negligence, Neighbour Disputes, Commercial Litigation, Civil Mediation, Advocacy

## **ONLINE PROFILES AND RECOMMENDATIONS**

<http://www.thea.ltd.uk/solicitor/peter-webster.html>

<http://www.thea.ltd.uk/clients/client-testimonials.html>

<http://uk.linkedin.com/pub/peter-webster/a/50/94b>

## **PETER WEBSTER – EXPERIENCE IN DETAIL**

### **1. Preparing contract documentation (standard form or bespoke)**

- 1.1 Drafting a management contract and a building contract in bespoke form for a hotel development in the East End of London.
- 1.2 Drafting a letter of intent and subsequently a JCT Minor Works Contract with accompanying appendices for a residential demolition and redevelopment in Kent.
- 1.3 Finalising the documents to complete a lease to a developer of a large residential property in Mayfair.
- 1.4 Drafting amendments to institution standard form consultants' appointments for NHS Trusts.
- 1.5 Finalising the construction documents on behalf of a private sector healthcare provider to achieve financial close on a project in the Midlands.
- 1.6 Preparing early works licences and letters of intent to be issued by NHS Primary Care Trusts and warranties to be given to them.
- 1.7 Negotiating amendments to a JCT 2005 standard form of contract to enable exchange of contracts on the sale of the land on which the development was to take place.
- 1.8 Reviewing proposed amendments to JCT 2005 standard form of sub-contract for specialist works package on major building project in Central London and drafting proposed further amendments.

### **2. Advising on document management and dispute avoidance methods**

- 2.1 Reviewing the proposed contract between London Underground and one of the Infraco companies set up for the purposes of the Public Private Partnership and advising Infraco managers on operational safeguards to ensure compliance on a day-to-day basis with the terms of the contract.
- 2.2 Preparing standard contractual letters meeting the requirements of sections 110 and 111 of the Housing Grants Construction & Regeneration Act 1996, and brief user-friendly guidance notes on the payment and adjudication scheme under the Act.
- 2.3 Writing a briefing paper on what contemporaneous records need to be kept to support claims under standard form contracts for lost management time and overheads.
- 2.4 Advising and speaking on adjudication, arbitration, litigation and mediation as dispute resolution methods and how to provide and prepare for them.
- 2.5 Advising on transfer of building contracts between NHS bodies and the effect of the transfers should disputes arise.

### **3. Negotiating desired arrangements with other contracting parties**

- 3.1 Attending round-table meetings with representatives of lenders, client, developer, project manager and contractor on hotel project and agreeing detailed amendments to contract documentation to allow drawdown of the project loans.
- 3.2 Attending meetings with representatives of a local council and a regional development agency and their technical consultants with a view to preparing a new set of contractual documents for a stalled colliery reclamation project and advertising the new contract in the Official Journal of the European Community (OJEC).
- 3.3 Negotiating terms of the purchase of investment property on behalf of an entrepreneur keeping in mind the requirements of his lenders.
- 3.4 Negotiating amendments to LIFT project documentation for NHS Primary Care Trusts and preparing risk reports on construction-related aspects of the schemes.
- 3.5 Negotiating a substantial final account settlement for a specialist subcontractor on a works package where the client was raising ongoing issues about performance with the main contractor.
- 3.6 Negotiating payment for IT services in a situation of handover between two providers where there were disputed IP rights.

### **4. Policing performance of contract and preventing loss of cash-flow**

- 4.1 Being part of a site presence on a contract to expand Dubai airport which encouraged the employer and the main contractor to expedite outstanding payments in order to avoid being faced with a complicated and expensive claims process.

### **5. Assisting in the early settlement of disputes**

- 5.1 Negotiating a settlement on behalf of a commercial tenant with his landlord where defective work carried out by the landlord's building contractor had caused loss to the tenant.
- 5.2 Advising a PFI concessionaire on whether it would be more expeditious to join the hospital trust to a claim brought against them by the contractor or to bring their own equivalent claim against the trust under the different dispute resolution procedure in the concession agreement.
- 5.3 Working out with a main contractor the terms of a provisional deal to be struck with a subcontractor where the subcontractor's work was the subject of a claim by the employer, and then using this as a basis upon which to bargain with the employer and its development manager.
- 5.4 Mediating between an elderly couple and the builder whom they were suing for defective workmanship and delays in completing the refurbishment of their retirement home.

- 5.5 Exploring and framing terms of reference for alternative dispute resolution in a dispute between a hospital trust and its designer and contractor where a steam main could not be commissioned owing to a combination of design and workmanship defects.
- 5.6 Negotiating a settlement in a multi-party dispute involving an employer, main contractor, sub-contractor, architect and structural engineer where mediation had failed.
- 5.7 Mediating a settlement to a dispute arising from failure to underpin a party wall to a domestic semi-detached property which included contractual arguments about allocation of design liability.
- 5.8 Mediating a settlement to a boundary dispute involving a tree which had been removed by a party whose neighbour alleged that it was on his property.
- 5.9 Mediating disputes between an employer and his main contractor, and a main contractor and his sub-contractor, where there were issues of contractual interpretation arising from bespoke terms dealing with insolvency risk and payment for additional works.
- 5.10 Mediating a dispute arising from non-payment of solicitors' fees by a corporate client.
- 5.11 Advising on negotiation strategy in a claim and counterclaim situation where a builder was seeking payment and his employer was counterclaiming for defective works.
- 5.12 Negotiating on site in two claims by contractors for additional payment where the employer alleged defective workmanship.
- 5.13 Mediating the settlement of claims upon dissolution of a partnership in an investment property by two former spouses and one of their friends.

## **6. Neutralising threats to the commitment of parties to the relationship**

- 6.1 Discussing with representatives of a regional development agency and a local council how to maintain the interest of a contractor who had suspended work on a project, without failing in a duty to obtain best value for the public funds invested in the project.
- 6.2 Considering with the contractors on PFI projects for treatment of waste water and incineration of cow carcasses how to deal with the stakeholders where the projects were in delay because equipment kept failing performance tests and where the concession was at risk as a result.
- 6.3 Advising the expatriate member of a joint venture in Dubai on dealing with their local joint venture partner, in circumstances where there was disagreement as to how to pursue the joint venture's claims, and where no claim could be brought in local courts without the involvement of the local partner.
- 6.4 Advising on a situation where a subcontractor was unable to provide a performance bond to one division of a main contractor because a different

division of the main contractor was late in making payments on another project and was saying that it would “pay when paid”.

- 6.5 Advising a sub-contractor on a multi-million pound project faced with an instruction from the project manager which he considered that he should not have to comply with.

## **7. Pursuing substantial claims for failure to perform obligations**

- 7.1 Obtaining payment for a fit-out contractor of monies wrongly withheld by his client in successful adjudication proceedings.
- 7.2 Obtaining compensation for a residential occupier from her architect for negligent design and supervision work during the refurbishment of her flat – proceedings were issued in the Technology & Construction Court and a settlement achieved three months prior to trial.
- 7.3 Obtaining payment of financing charges for a major contractor following a referral to arbitration of a dispute arising from a certificate corrected upwards by the engineer at a late stage in the project.
- 7.4 Obtaining interim payment in adjudication for an NHS Primary Care Trust from its architect prior to commencement of multi-million pound multi-party High Court proceedings.
- 7.5 Enforcing a barrister’s claim for unpaid fees against a claims consultant in the bankruptcy court.
- 7.6 Defending claims in the county court by builders for extra payment and pursuing counterclaims for delay and defective workmanship on behalf of their employers through interlocutory hearings to trial.

## **8. Analysing merits of claim and advising on appropriate settlement**

- 8.1 Advising a residential occupier on the appropriate final account with her contractor and drawing up a settlement agreement during adjudication proceedings which the adjudicator agreed to police
- 8.2 Analysing the chains of causation as they concerned a small subcontractor who received a “scattergun” letter of claim addressed to the entire project team, and using this analysis to negotiate a minimal contribution to the settlement of a multi-million pound claim.
- 8.3 Advising a major national house-builder on possible defences to claims for defective works, in particular whether evidential bars had arisen which would prevent a court from going behind an architect’s certificate.
- 8.4 Assessing the factual, contractual and technical evidence of failure by the Contractor and the Professional Team in development schemes on behalf of a London NHS Primary Care Trust and a London Hospital Trust.
- 8.5 Advising a chef to the celebrities on a potential claim against his former solicitors for professional negligence arising from a disappointing settlement of his claim and engaging in pre-action protocol correspondence.

## **9. Narrowing the gap between opposing positions**

- 9.1 Advising the manager of a restaurant in a mediation lasting well into the evening on the merits of settlement offers put forward by her architect, and on appropriate responses to the architect's defence which might prompt him to increase his offer.
- 9.2 Advising an architect and contractor faced with a defects claim double the value of his claim for outstanding payments on the presentation of his response and the calculation of a Part 36 offer to settle.
- 9.3 Explaining the law of set off as regards adjudicators' decisions under the Housing Grants Construction and Regeneration Act 1996 to a developer who had not participated in an adjudication and his non-specialist solicitor, and obtaining payment of the sum claimed in the adjudication three days before an enforcement application was due to be heard in the Technology & Construction Court.