

Notification of Unreliability: Excluding Liability for Misrepresentation by Notice

January 23, 2017 William Cecil, Jonathan Morton

PRACTICES Shipping Dispute Resolution, Europe, Middle East and Africa, Offshore Oil and Gas, Offshore Oil and Gas Dispute Resolution, Shipping

It is becoming increasingly common to see allegations of misrepresentation made in shipbuilding and offshore construction disputes. In recent years here at Haynes Boone CDG, we have seen misrepresentation claims made regarding pre-contractual statements about, for example: the time period required to carry out certain elements of a construction project; the capability of the yard or contractor to carry out the work; the standard of maintenance of a rig; the accuracy of preliminary specification details provided to a builder; and the reliability of information provided to an offshore contractor on the intended project site.

Responding to such allegations can be costly and time consuming. As such, the recent decision of the Court of Appeal in *Taberna Europe CDO II plc v. Selskabet AF 1* provides helpful clarity on the ways in which a party can exclude liability for misrepresentation by notice at the contract stage, and thereby minimise the chances of a successful misrepresentation claim being made at a later date.

To read the full alert, click on the PDF linked below.

[Notification-of-Unreliability.PDF](#)