

Neil Hext QC

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Highly analytical, very bright and a great asset for the most complex of cases.

- The Legal 500

Neil Hext QC specialises in Insurance / Reinsurance, Professional Negligence, Construction and Commercial Law.

Recognised in the directories as a leading Silk in Insurance and Professional Negligence, he has been described as "*incredibly talented and great to work with*", "*ferociously bright, with an excellent eye for detail*", "*an excellent analyst of claims*" and "*a very effective advocate*" who "*provides clear and business-focused advice*".

Neil is a highly respected trial advocate with an increasing appellate practice. He is at home in arbitration as he is in court, and also sits as an arbitrator. He is instructed in international arbitration.

His insurance/reinsurance practice covers the full range of coverage and policy issues, from material damage and business interruption claims, to public and professional liability and D&O claims. He has a particular interest in construction related insurance, including coverage under design and build policies for contractors and contractors all risks cover. He has significant experience in advising on coverage for historical abuse claims.

In construction and engineering, Neil's recent experience includes a dispute arising out of the construction of a residential tower block in Canary Wharf, a claim arising out of the construction of a international sports stadium, and an adjudication relating to the joint insurance provisions of the NEC3 contract.

Neil's professional negligence practice encompasses insurance brokers, lawyers, construction professionals, accountants, surveyors and other disciplines. He has been in a number of the recent important broking cases. He edits the chapter on surveyors in Jackson & Powell on Professional Liability.

In the commercial field he has particularly expertise in commercial fraud cases, including misappropriation of corporate assets and tracing claims. His practice encompasses the obtaining of urgent interlocutory relief, including freezing injunctions, *Norwich Pharmacal* orders and *Bankers Trust* applications.

Privacy Policy

Click here for a **Privacy Policy** for Neil Hext QC.

Areas of Expertise

Commercial Dispute Resolution

Neil's experience includes disputes arising out of share sale agreements, breach of warranty, commercial property transactions, development agreements, loan agreements, insurance and reinsurance, partnerships, joint ventures, guarantees and performance bonds, contractual construction, breach of fiduciary duty, director's duties, constructive trusts, and misrepresentation.

He has a particular interest in commercial fraud litigation and asset tracing claims, having appeared in _____

His practice includes an expertise in urgent interlocutory relief, including freezing injunctions, *Norwich Pharmacal* and *Bankers Trust* orders.

He has been described in the directories as "*ferociously bright, with an excellent eye for detail*", his "*judgment is very good in difficult situations,*" and he "*provides clear and business-focused advice*".

His cases include:

- *A v. B* (2019) (Dubai International Arbitration Centre; claim by contractor for wrongful termination of contract in context of IT systems integration project)
- *Campbell v. Campbell* (2019) (partnership dispute relating to international jewellery business; action for account)
- *Velocity Composites Plc v. Bridges* [2019] EWHC 907 (Ch) (resisting injunction to prevent shareholders from voting against re-appointment of director at company's AGM; construction of restrictive terms in shareholder agreement)
- *Millharbour Investments Ltd v. Caddick (Mill Harbour) Ltd* (2018) (dispute between developer, purchaser and sub-purchaser relating to construction of residential apartment block in Canary Wharf; whether latent defects cover complied with contractual requirements; operation of long-stop termination provisions)
- *Grenda Investments Ltd v. Barton* [2017] EWHC 2371 (Comm) (£20m claim under loan agreements; oral set-off agreement between related parties; summary judgment application dismissed; case to be managed as part of the multi-party SFO v. Litigation Capital Ltd litigation)
- *Hexglade Ltd v. Cooper* (2017) (£3m fraud allegedly perpetrated by finance director of travel agency business; freezing injunctions and tracing of proceeds into assets in hands of defendant and recipients; section 423 claim in respect of transferred assets)
- *Rollerteam Ltd v. Riley* [2016] EWCA 1291 (CA); [2015] EWHC 1545 (Ch); *Sherlock Holmes International Society Ltd v. Aidiniantz* [2013] EWHC 1381 (Ch) (claim against shadow director for misappropriation of gate proceeds of museum; issues included directors' powers and duties, breach of fiduciary duty, freezing injunctions and misappropriation of corporate assets; dispute subsequently arising out of settlement agreement; applicability of s. 2 Law of Property (Miscellaneous Provisions) Act 1989).
- *Re TPD Investments Ltd* [2016] EWHC 507 (Ch) (third party disclosure application arising from s. 994 petition relating to joint venture company alleging that ownership of company had been wrongly removed from company's control; dilution of applicants shareholding; and debts wrongly allocated to the company).
- *Zurich Insurance plc v. Asons Solicitors Ltd* (2016) (QB) (freezing injunction against solicitors firm arising out of alleged misrepresentation relating to costs claims; claim in deceit, unlawful means conspiracy and restitution).
- *Ambey Capital Private Ltd v. Virgin Infra Asia Investments Inc* [2014] EWHC 3345 (QB) (freezing injunction arising out of cross-border advanced fee fraud via Cypriot bank accounts allegedly perpetrated by BVI company against Indian conglomerate in relation to funding for Nepali construction project; issues include conspiracy to defraud, misrepresentation, guarantees and restitution).
- *Barclay Pharmaceuticals Ltd v. Waypharm LP* [2012] EWHC 306 (Comm) (a £9m letter of credit fraud arising out of presentation of false invoices and freight forwarder's certificates of receipt; issues included tracing of payments through French SAS, conspiracy to defraud, unlawful means conspiracy, unlawful interference, inducing breach of contract, breach of fiduciary duty, secret profits and restitution).
- *Wirecard Bank AG v. Scott* (2009) (claim by banks for alleged conspiracy to defraud in relation to the supply of Olympic tickets; issues included deceit, conspiracy, constructive trusts, freezing injunctions and a claim under section 15 of the Company Directors Disqualification Act 1986).



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Qualifications & Memberships

Neil is a member of COMBAR, BILA and the London Common Law and Commercial Bar Association.

LLB (Bristol) European Legal Studies

Insights

The COVID-19 challenge: insurance coverage in the time of lock-down

1 April 2020

In this article written for Thomson Reuters Practical Law, Neil Hext QC and Mark Cullen of 4 New Square provide guidance on the main types of insurance cover that are potentially relevant in relation to losses resulting from COVID-19. In particular, they consider whether insurance cover might be available under business interruption, event cancellation, employer's liability, D&O, credit and travel insurance policies.

Whose knowledge counts? Singularis v. Daiwa and Attribution

6 November 2019

Last week, the Supreme Court handed down its decision in *Singularis Holdings Ltd v. Daiwa Capital Markets Europe Ltd* [2019] UKSC 50. That case got the attention that it did because of the tension with the result in *Stone & Rolls Ltd v. Moore Stephens*. Others have dealt with the detail of the decision in *Singularis* (including an excellent article by my colleague, Mark Cannon QC – see <https://www.linkedin.com/pulse/stone-rolls-rolled-away-auditors-singularis-holdings-v-mark-cannon-qc/>). I want to look more generally at the issues created by attribution in a corporate context, and how the courts in recent years have approached them.

Liquidated Damages after Termination: Triple Point Technology v. PTT

5 March 2019

What happens to liquidated damages when a contract is terminated? Does the clause apply? If so, is the employer entitled to payment up until the point of termination, or beyond? These questions were addressed by the Court of Appeal in today's decision in *Triple Point Technology v. PTT*. Neil Hext QC considers the implications of the judgment.

Professional Negligence Claims arising out of GDPR

14 May 2018

The penultimate instalment in 4 New Square's GDPR series- what happens when professionals get their GDPR advice wrong? Inevitably it will transpire that mistakes will have been made by professionals giving (often very expensive) guidance on GDPR compliance. Their clients will want to consider whether a claim for professional negligence can be made. In this article Neil Hext QC, Stephen Innes and Helen Evans of 4 New Square discuss some of the issues which are likely to arise in such claims.