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Chapter 3

Australia

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1 Relevant Legislation

1.1 What is the relevant legislation and in outline what does each piece of legislation cover?

Federal

At the federal level, the Public Governance, Performance and Accountability Act 2013 (Cth) (**PGPA Act**) contains a framework for expenditure of public resources by non-corporate Commonwealth entities (e.g. departments and agencies) and corporate Commonwealth entities (e.g. statutory corporations and Commonwealth companies).

Requirements for procurement are contained in the Commonwealth Procurement Rules (**CPRs**) issued under the PGPA Act.

State/Territory and Local Government

At these levels, legislation regulates expenditure of public monies, which tends to be more prescriptive than at the federal level, with greater use of whole-of-government purchasing arrangements.

Legislation in most states/territories creates a central body to set procurement policy and conduct procurement. The procurement policies address similar matters to the federal CPRs. Most states/territories also issue Treasurer's Instructions (or equivalent), addressing similar issues to the federal rules.

State governments establish the legislative framework for local government procurement. Each local government body will also set procurement rules, which will be applied accordingly.

1.2 Are there other areas of national law, such as government transparency rules, that are relevant to public procurement?

Federal

The CPRs are the primary rules for federal government transparency in procurement. Other laws and policies which are relevant to procurement, and which deal with government transparency and related issues, are:

- The Freedom of Information Act 1982 (Cth) (**FOI Act**). The FOI Act gives a right to access information in the government's possession, unless contrary to the public interest.
- The Auditor-General Act 1997 (Cth) giving the Auditor-General powers to audit government contract performance.
- Parliamentary committees which scrutinise either expenditure of public monies or a particular government programme.
- The Public Works Committee Act 1969 (Cth). This provides parliamentary committee scrutiny of proposed public works programmes.
- Laws prohibiting the bribery of public officials and policies for accepting gifts and declaring gifts or hospitality.
- The Lobbying Code of Conduct, which reflects government policy for dealing with lobbyists.

State/Territory

Similar laws and policies apply in the states and territories.

1.3 How does the regime relate to supra-national regimes including the GPA, EU rules and other international agreements?

Trade agreements impact Australian government procurement. For example, most of Australia's free trade agreements contain a non-discrimination principle between Australian and foreign suppliers to government, set goals to eliminate preferential treatment and commit to provide transparency within the tendering process. As an example of implementing these commitments, the CPRs prohibit discrimination, which would otherwise favour local suppliers.

Australia is seeking to become a member of the World Trade Organization (**WTO**) Agreement on Government Procurement (**GPA**). It made an accession offer to the WTO Committee on Government Procurement 2015 and a revised offer in September 2016.

1.4 What are the basic underlying principles of the regime (e.g. value for money, equal treatment, transparency) and are these principles relevant to the interpretation of the legislation?

The central principle of Australian government procurement is value for money. Other procurement principles address encouraging competitive markets, non-discriminatory purchasing practices, accountability for purchasing decisions, and the use of efficient, effective, ethical and transparent procurement processes. At the federal level, the meaning of these principles and the procurement behaviour which they require is in the CPRs.

These principles are reflected in a similar manner in state/territory procurement rules.

1.5 Are there special rules in relation to procurement in specific sectors or areas?

Defence Procurement is subject to the same legislative regime as other federal government procurement. However, due to the large-

value contracts and the specialised nature of Defence Procurement, the Department of Defence has a number of additional defence-specific procurement rules, primarily contained in the *Defence Procurement Policy Manual*, which is updated regularly. Defence procurement may also be exempt from free trade agreement procurement commitments.

At the state/territory level, health procurement, due to its large scale, is often run under separate rules.

2 Application of the Law to Entities and Contracts

2.1 Which public entities are covered by the law (as purchasers)?

There are typically two types of government agencies for procurement purposes:

- departments and agencies without a legal identity separate from the Crown. Complying with the procurement laws and policies in most cases is mandatory for these bodies; and
- other government-created bodies with a legal identity separate from the Crown (e.g. bodies created by statute or government-owned companies). Sometimes, they may choose to subject themselves to the procurement laws and policies. In other cases, they can be directed to comply.

2.2 Which private entities are covered by the law (as purchasers)?

Private entities are generally not covered by the government procurement frameworks. However, in the construction industry context, at all levels, private contractors are precluded from bidding for government projects unless they adhere to certain specified procurement requirements. In some cases, these requirements apply to private contractors as purchasers of subcontracted supplies.

Certain private sector entities (e.g. private schools and hospitals) may also be permitted to benefit from government purchasing.

2.3 Which types of contracts are covered?

Any contracts awarded by government departments or agencies using public money or relating to public property will generally be covered by the procurement rules.

Under the federal CPRs, activities considered not to be "covered" procurement activities are: grants; investments/divestments; sales by tender; loans; purchases of goods or services for resale, or of goods or services used in the production of goods for resale; any property right not acquired through the expenditure of public money (e.g. a right to make a claim for negligence); statutory or Ministerial appointments; or engagement of employees.

Rules still apply to spending public funds on non-procurement activities. For example, the Commonwealth Grants Rules and Guidelines contain rules for grant programmes which are similar to the CPRs.

2.4 What obligations do purchasers owe to suppliers established outside your jurisdiction?

As noted in question 1.3, Australia has committed under trade agreements not to discriminate between Australian and foreign suppliers in conducting procurement. The non-discrimination principle has carve-outs (e.g. typically, it will not apply to defence procurement or a preference to benefit small and medium enterprises).

2.5 Are there financial thresholds for determining individual contract coverage?

At the federal level, the CPRs contain rules in two Divisions. Division 1 applies to all procurements regardless of value. Division 2 applies additional rules to procurements valued at or above the relevant procurement threshold (unless an exception applies). The Division 2 rules require a higher level of transparency (e.g. stronger requirements to conduct open tenders and to follow certain rules in conducting the procurement).

The procurement thresholds are as follows:

- for non-corporate Commonwealth entities, excluding construction services, the procurement threshold is AUD 80,000;
- for prescribed corporate Commonwealth entities, excluding construction services, the procurement threshold is AUD 400,000; and
- for construction services, the procurement threshold is AUD 7.5 million.

For states/territories, the financial threshold for a contract usually determines the applicable procurement method.

2.6 Are there aggregation and/or anti-avoidance rules?

Avoidance of procurement rules by structuring procurements under thresholds is not a significant problem.

At the federal level, this issue is managed by the Division 1 rules for conducting procurements in the CPRs which apply regardless of value. Where Division 2 applies, an agency must not cancel a procurement, or terminate or modify a contract, so as to avoid the Division 2 rules.

2.7 Are there special rules for concession contracts and, if so, how are such contracts defined?

The specific policy and guidelines for PPPs that involve a concession arrangement are dealt with below in question 7.2. Apart from PPPs, there are none of the special laws for concession contracts encountered in civil law jurisdictions.

2.8 Are there special rules for the conclusion of framework agreements?

There are no such special rules. Such agreements are widely used by governments to establish period contract arrangements and standing offers for certain types of supplies.

2.9 Are there special rules on the division of contracts into lots?

There are no special rules on dividing contracts into lots or limiting the number of lots that may be awarded to any one bidder. However, these matters could be addressed in the tender terms for an appropriate procurement (e.g. if the government sought to limit the contracts awarded to a single bidder).

3 Award Procedures

3.1 What types of award procedures are available? Please specify the main stages of each procedure and whether there is a free choice amongst them.

Australian governments are generally required to procure supplies by competitive tendering processes for procurements over a price threshold. Even below the threshold, there may be requirements to "go to market" to ascertain the best value for money for the proposed procurement.

Generally, one of the following forms of procurement will be adopted:

- **Competitive procurement**: this can be an open procurement, in order that any supplier can bid, or a closed or select procurement, where an open prequalification process results in a limited set of suppliers being invited to bid.
- **Sole/direct source**: sole sourcing arrangements may be permitted in limited cases but are generally subject to additional rules.
- **Period arrangements**: period contracts are established to enable agencies to purchase pre-qualified products. A period contract operates as a standing offer under which agencies can source supplies without going to market (using the period contract for the covered supplies is usually mandatory).

In recent years, a number of state and territory jurisdictions have introduced rules governing (and encouraging) unsolicited proposals from the private sector that the government will, in its absolute discretion, consider entertaining if the proposal establishes unique elements (e.g. intellectual property, ownership of subject real property, unique financial arrangements, unique ability to deliver a strategic outcome) that justify direct negotiations.

3.2 What are the minimum timescales?

The CPRs set minimum periods for bidders to respond to procurement opportunities. At least 25 days to submit must be given by customers who publish an electronic approach to market for an open tender or a prequalified tender. This can be reduced to no less than 10 days in specified circumstances.

Where the customer has issued no electronic approach to market, the minimum period is extended to 30 days.

3.3 What are the rules on excluding/short-listing tenderers?

Most tender terms contain rules for excluding and short-listing bidders.

Excluding bidders

Tender terms typically give the customer the discretion to exclude a bidder for breach of the tender conditions or inappropriate behaviour in connection with the tender.

If a party has been involved in an earlier stage of the project being tendered (e.g. in preparing the requirements document), it may find itself excluded from competing in the later tender. Bidders can be excluded for failing to meet the mandatory requirements or government policy. Procurement terms usually enable government agencies to exclude bidders on grounds such as insolvency, false declarations or significant deficiencies in performance under a prior contract.

Short-listing

Tender terms will usually give the customer broad discretion to decide to short-list a number of bidders, select one preferred bidder, or select no-one.

3.4 What are the rules on evaluation of tenders? In particular, to what extent are factors other than price taken into account (e.g. social value)?

Most tender terms specify evaluation criteria.

At the federal level, the CPRs require agencies to include relevant evaluation criteria in tender documentation in order to enable the evaluation of bids on a fair, common, and appropriately transparent basis. If a procurement exceeds the procurement threshold, the CPRs require that the tender requirements include a complete description of evaluation criteria to be considered in the assessment of submissions.

In tenders issued by federal government agencies, gender equality may be a requirement for participation. The Workplace Gender Equality Procurement Principles and User Guide requires such agencies to obtain a letter of compliance from certain tenderers (employers with 100 or more employees) that indicates compliance with their obligations under the Workplace Gender Equality Act 2012 (Cth).

3.5 What are the rules on awarding the contract?

Procurement rules generally require that contracts be awarded to the bid demonstrating the best value for money and otherwise satisfying the conditions of participation.

At the federal level, if a procurement exceeds the procurement threshold, the CPRs require that, unless contrary to the public interest, an agency must award a contract to the bidder that the agency has determined:

- satisfies the conditions for participation;
- is fully capable of undertaking the contract; and
- will provide the best value for money, in accordance with the essential requirements and evaluation criteria specified in the approach to market and tender documentation.

Commonly, tender terms give the agency some flexibility in awarding contracts. Tender terms will typically state that the lowest price bid will not necessarily be accepted and that the agency has the discretion to either accept a non-compliant or alternate bid, or decide not to proceed.

3.6 What are the rules on debriefing unsuccessful bidders?

Tender terms usually provide bidders the opportunity for a debriefing.

The CPRs require that after the rejection of a bid, officials must promptly inform affected bidders of the decision. Debriefings must be made available on request to unsuccessful bidders, outlining the reasons why the submission was unsuccessful.

3.7 What methods are available for joint procurements?

Joint procurements (also referred to as coordinated or whole-of-government procurements) are usually conducted by one lead agency.

At the federal level, cooperative agency procurements may also be used within the CPRs. Agencies can procure cooperatively by approaching the market together, or by joining an existing contract of another agency.

3.8 What are the rules on alternative/variant bids?

Alternative bids are allowed in Australia. For example, tender terms might permit an alternate bid to be submitted but, if so, will typically require that a compliant bid also be submitted.

3.9 What are the rules on conflicts of interest?

At the federal level, the CPRs require procurement officials to act ethically, including dealing with actual, potential and perceived conflicts of interest. Tender conditions will typically require that bidders take steps to avoid any actual or perceived conflict of interest, notify the agency promptly on becoming aware of any such conflict, and comply with the agency's directions in dealing with that conflict.

State/territory rules treat conflicts of interest in a similar manner.

4 Exclusions and Exemptions (including in-house arrangements)

4.1 What are the principal exclusions/exemptions?

Sole (or direct) sourcing is permitted in limited circumstances.

Examples where sole sourcing might be permitted are:

- where, in response to an approach to the market, no suitable submissions were received;
- for reasons of extreme urgency;
- for purchases made under exceptionally advantageous conditions that only arise in the very short term, such as from unusual disposals or unsolicited innovative proposals; or
- where the property or services can only be supplied by a particular business and there is no reasonable alternative.

Sole sourcing cannot be used to avoid competition or discriminate against any domestic or foreign supplier.

In any sole or direct sourcing arrangement, the general procurement policy framework still applies, including the requirement to achieve value for money.

4.2 How does the law apply to "in-house" arrangements, including contracts awarded within a single entity, within groups and between public bodies?

The Commonwealth Competitive Neutrality Policy Statement applies competition principles to government activities. It forms part of the Competition Principles Agreement 1995 (**CPA**) agreed by the Commonwealth, the states and territories, and it aims to remove a net competitive advantage that government business activities may have over competitors by virtue of their public ownership.

Where a procurement is awarded within a single entity, there will be no legally binding contract, as an entity cannot contract with itself.

There are several federal and state/territory intergovernmental agreements for providing supplies and specific funding arrangements. On occasion, the enforceability of these types of agreements is tested in the courts.

5 Remedies

5.1 Does the legislation provide for remedies and if so what is the general outline of this?

There is currently no specific legislation or court system for challenging public procurement decisions. At the federal level, the CPRs require government agencies to have a fair, equitable and non-discriminatory procurement complaint-handling procedure. Legislation also allows a complaint about procurement to be made to the Commonwealth Ombudsman. The Ombudsman has powers to investigate and make a recommendation, but no power to change a decision.

The position is substantially the same at the state/territory and local government levels.

However, as part of Australia's accession to the WTO GPA (see question 1.3), the Government Procurement (Judicial Review) Bill (**Judicial Review Bill**) has been proposed for introduction in the 2016 Spring Session of the Federal Parliament. The text of the Bill is not available at the time of writing; however, it is understood that the intention is to enable the Federal Circuit Court and the Federal Court of Australia to grant an injunction or order payment of compensation in relation to a contravention of the CPRs (so far as the CPRs relate to 'covered procurements'). If passed, the Bill will provide suppliers with a statutory basis to challenge alleged non-compliance with the CPRs.

5.2 Can remedies be sought in other types of proceedings or applications outside the legislation?

In practice, challenging procurement decisions can be difficult unless serious wrongful conduct is evident. As maintained in question 5.1, there are processes for handling procurement complaints; they are administrative and the complainant has no legal rights. However, they can provide a quick solution.

Administrative and private law actions may also be available to provide a remedy for a procurement complaint. For example, administrative law may allow a claim based on:

- denial of natural justice, a lack of procedural fairness, or on the legitimate expectation doctrine. Without evidence of obvious serious wrongful conduct, these cases are hard to establish; or
- legislation allowing review of administrative decisions made under an enactment. These cases are rare, as procurement decisions are not usually made under an enactment.

Aggrieved bidders sometimes use freedom of information processes to seek further information about the procurement process.

Depending on the circumstances, private law remedies may be available:

- some procurements will be conducted under a process contract. If so, an action in breach of the contract may be available if the agency fails to follow the procurement process;
- if the agency has acted in a misleading manner in conducting the procurement and was carrying on a business, it may be liable for misleading conduct in breach of the Competition and Consumer Act 2010 (Cth) or under corresponding state and territory fair trading legislation; or
- the doctrine of estoppel may be available to provide redress for a tendering complaint where representation, reliance and detriment are evident.

5.3 Before which body or bodies can remedies be sought?

As noted in question 5.1, there is no stand-alone court system in Australia for addressing procurement grievances. However, if passed, the Judicial Review Bill would confer jurisdiction on the Federal Circuit Court and the Federal Court of Australia to deal with certain procurement disputes.

The jurisdiction for an administrative law case against a federal government body will be the Federal Court. The jurisdiction for an administrative law case against a local government or state/territory body will be the relevant state court (for a claim against a local government body or state body) or territory court.

The jurisdiction for a breach of contract case against a government body will ordinarily be that of the state or territory law governing the contract.

The jurisdiction for a case for breach of legislation against a government body will be the courts with jurisdiction over the legislation.

5.4 What are the limitation periods for applying for remedies?

The limitation period for seeking a remedy will usually be set out in the limitation legislation for the relevant jurisdiction. Some causes of action found under the legislation will specify a limitation period in that legislation.

The general limitation period is six years from the date on which the cause of action accrued. Different periods are set for particular causes of action. If the cause of action arose under an agreement executed as a deed, the limitation period could be 12 or 15 years from the date on which the cause of action was accrued, depending on the jurisdiction.

5.5 What measures can be taken to shorten limitation periods?

If the dispute is between parties to a contract, a clause in that contract shortening the limitation period will most likely be effective.

If tender terms are issued and form a binding process contract, a clause in them shortening the limitation period may be effective.

5.6 What remedies are available after contract signature?

Procurement decisions are unlikely to be undone unless the complainant acts quickly (and usually before a contract is entered into).

If a bidder obtains a court decision in its favour concerning the conduct of the procurement, the most likely remedy is damages to compensate the bidder for loss.

5.7 What is the likely timescale if an application for remedies is made?

The timescale will be determined by the rules applying to the court processes under which the application is made.

It is possible to seek urgent interlocutory relief (e.g. to seek an urgent order to stop a contract from being signed).

5.8 What are the leading examples of cases in which remedies measures have been obtained?

There are few cases where remedies have been obtained against a government for procurement practices.

Hughes Aircraft Systems International v Airservices Australia (1997) 146 ALR 1 is the leading Australian authority involving a procurement dispute. The case established that, under Australian law, a public tender could be governed by a "process contract". The process contract contained the express tender terms and the implied term that the government body was to evaluate all tenders fairly and in good faith.

JS McMillan Pty Ltd v Commonwealth (1997) 147 ALR 419 is the leading Australian authority for procurement disputes based on misleading conduct by government. The decision examined the question of when the federal government could be treated as carrying on a business. The prohibition against engaging in misleading conduct under what is now the Competition and Consumer Act 2010 (Cth) only applied to the government to the extent that it was carrying on a business. In *McMillan*, the federal government's act of outsourcing its printing operations was held not to be carrying on a business.

5.9 What mitigation measures, if any, are available to contracting authorities?

Under Australian law, it can be difficult to successfully challenge a procurement decision of a government body. This in itself is a strong mitigation.

Tender terms are usually drafted to protect government bodies from legal risk arising from conducting procurement (e.g. by giving the government body flexibility on conducting the procurement). The best mitigation for a government body against being required to provide a remedy is to follow the procurement rules.

6 Changes During a Procedure and After a Procedure

6.1 Does the legislation govern changes to contract specifications, changes to the timetable, changes to contract conditions (including extensions) and changes to the membership of bidding consortia pre-contract award? If not, what are the underlying principles governing these issues?

At the federal level, the CPRs permit customers to change terms applying to the procurement, provided that all bidders are treated equitably. Where a procurement is above the procurement threshold, additional change notification requirements apply. Laws do not address changes to the membership of bidding consortia pre-contract award. However, changes may be permitted with the consent of the customer. Key principles which the customer will consider include questions as to whether the change is in the interests of the competitive process and the capabilities of the replacement member.

6.2 What is the scope for negotiation with the preferred bidder following the submission of a final tender?

The scope for negotiation varies by type of tender. If the government is seeking to set up a panel of suppliers on common agreement terms, there may be little scope for a bidder to negotiate. The issues

which a bidder raises for negotiation will usually be considered in assessing bids. If a bidder fails to raise, in its tender response, an issue which the bidder later wishes to negotiate, probity constraints may prevent the government purchaser considering the new issue (e.g. a competing bidder might have been excluded previously for wanting to negotiate the same issue).

6.3 To what extent are changes permitted post-contract signature?

The parties to the contract may agree on changes. However, in seeking amendments, the government agency must always be mindful about whether the change is sufficiently different to the initial approach to market to trigger rules requiring a new procurement.

6.4 To what extent does the legislation permit the transfer of a contract to another entity post-contract signature?

Legislation does not address transfer of a contract to another entity post-contract signature. Transfer of a contract would require the consent of the customer and the entry into an appropriate transfer agreement (usually a novation agreement).

7 Privatisations and PPPs

7.1 Are there special rules in relation to privatisations and what are the principal issues that arise in relation to them?

As a standing matter, there are no specific legislative requirements concerning privatisations. That said, Australian governments typically undertake significant scoping work before a privatisation is brought to market. As part of that work, the government will consider any rules applying to the asset being privatised post-privatisation, and whether the rules are a matter for bidding protocols, sale terms, ongoing regulatory arrangements and/or enabling legislation. The rules may relate to matters such as probity, cross-ownership, foreign ownership, access rights, work-force retention and taxation. More generally, pursuant to the CPA, a concept of "competitive neutrality" is also considered, which prevents government-owned businesses from gaining competitive advantage by subsidising publicly-owned assets.

7.2 Are there special rules in relation to PPPs and what are the principal issues that arise in relation to them?

The National Public Private Partnership Policy and Guidelines (which indicate the default position of the government on all key issues) are generally applied by the federal and state/territory (not local) governments. Individual jurisdictions supplement the Policy with additional local rules. PPPs must be considered for any project with capital investment over AUD 50 million.

PPPs incorporate a significant consideration of whole-of-life costs, allowing the government to lock in long-term allowances for maintenance of the project asset and quality control. Therefore, in most PPP/PFI projects, the government allocates the risk of additional future costs for quality control and maintenance to the private sector concessionaire. A concessionaire can manage these risks by:

- sub-contracting them as much as possible to the builder or operator, or both;
- pricing for them; or
- negotiating relief regimes (e.g. deemed modification, material adverse effect and *force majeure* regimes) to obtain compensation, or relief from liability, on the occurrence of certain unexpected events (e.g. future discriminatory changes in law that increase maintenance costs).

8 Enforcement

8.1 Is there a culture of enforcement either by public or private bodies?

Despite the current absence of a judicial body for procurement disputes, there is a reasonably high level of compliance by public bodies with procurement rules.

The Ombudsman, Auditor-General and Parliamentary Committees have the ability to investigate procurements. Additionally, some jurisdictions have anti-corruption bodies with powers of investigation.

8.2 What national cases in the last 12 months have confirmed/clarified an important point of public procurement law?

There have been no notable cases in the past 12 months.

There continue to be cases confirming the limited extent to which the Competition and Consumer Act 2010 (Cth) and complementary state legislation could apply to the Crown for a misleading conduct claim. The Act only applies to government conduct done in the course of carrying on a business. The cases highlight the challenges in bringing claims against the government for poor procurement practices.

9 The Future

9.1 Are there any proposals to change the law and if so what is the timescale for these and what is their likely impact?

If Australia joins the WTO GPA and upon ratification of the Trans Pacific Partnership Agreement, Australian laws will be changed to provide for a specific mechanism that will hear complaints about government procurement conduct.

In anticipation of the above, the Judicial Review Bill will, if passed, likely represent a significant change to the law in relation to procurement disputes. Suppliers will have a statutory right to seek an injunction or compensation for breach of the CPRs, rather than having to obtain a remedy under the principles of administrative law or by demonstrating a breach of contract.

A further issue to watch is the competition regulator's (Australian Competition and Consumer Commission's) increased focus on cartel and other anti-competitive conduct in government procurement. This has arisen out of allegations and legal proceedings relating to alleged bid-rigging by parties in a tender process for government licences.

9.2 Are any measures being taken to increase access to public procurement markets for small and medium-sized enterprises and other underrepresented categories of bidders?

At the federal level, there are procurement-connected policies providing access opportunities for underrepresented bidders:

- The Australian Industry Participation (**AIP**) National Framework is supported by the Australian Jobs Act 2013 and the Australian Jobs (Australian Industry Participation) Rule 2014. Under the Act, major projects in Australia with a capital expenditure of AUD 500 million or more must have an AIP plan outlining how proponents of a major project will provide opportunity to Australian industry to supply to the project. Bidders for certain procurements (particularly Defence projects) are required to prepare and implement an AIP Plan (e.g. to show how they will assist to build Australian capability).
- The Indigenous Procurement Policy, which commenced on 1 July 2015, requires federal entities to award three per cent of contracts to indigenous businesses by 2020. Interim targets apply each year from 2015–2016.

In addition, the CPRs provide that government officials should apply procurement practices that do not unfairly discriminate against small and medium-sized enterprises (**SMEs**) and provide appropriate opportunities for SMEs to compete.

State and territory governments have policies addressing similar matters.

9.3 Have there been any regulatory developments which are expected to impact on the law and if so what is the timescale for these and what is their likely impact?

Please see question 5.1 regarding the Judicial Review Bill that has been proposed for introduction in the 2016 Spring Session of the Federal Parliament.

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- Mining Law
- Oil & Gas Regulation
- Outsourcing
- Patents
- Pharmaceutical Advertising
- Private Client
- Private Equity
- Product Liability
- Project Finance
- Real Estate
- Securitisation
- Shipping Law
- Telecoms, Media & Internet
- Trade Marks

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