

## PRESENTERS



### **Seb Bisley, Buddle Findlay, Wellington**

Seb specialises in litigation and insolvency law. He has particular expertise in commercial litigation, insurance law and public law. Seb has appeared in a broad range of cases before the Supreme Court, Court of Appeal and High Court, as well as a number of other tribunals. He has a wide-ranging litigation practice, having advised and represented corporations, trustees, hedge funds, bondholders and individuals on complex litigation proceedings and regulatory investigations in New Zealand, England and a number of off-shore jurisdictions.



### **Amy Ryburn, Buddle Findlay, Wellington**

Amy specialises in commercial contracting and procurement, particularly in relation to large-scale technology projects. She drafts and negotiates commercial contracts for technology projects and a wide range of other commercial agreements, such as strategic alliances, franchise agreements, IP exploitation agreements, publishing agreements, services agreements, partnering arrangements and consumer terms and conditions. Amy has a particular interest in how commercial contracts can be better drafted to reflect how the parties actually intend to behave (including how they will manage change) to avoid future disputes.

*The statements and conclusions contained in this booklet are those of the author(s) only and not those of the New Zealand Law Society. This booklet has been prepared for the purpose of a Continuing Legal Education course. It is not intended to be a comprehensive statement of the law or practice, and should not be relied upon as such. If advice on the law is required, it should be sought on a formal, professional basis.*

Cover and text stocks used in this publication are from Forestry Stewardship Council certified mills, manufactured under the environmentally responsible paper manufactured environmental management system ISO 14001, using pulp from well managed forests and other controlled sources.

# CONTENTS

1. INTRODUCTION.....	1
2. TERMS IMPLIED BY LAW .....	3
3. TERMS IMPLIED IN FACT .....	7
4. BEFORE <i>BELIZE TELECOM</i> .....	9
5. <i>BELIZE TELECOM</i> – A CHANGE IN APPROACH? .....	13
6. THE RECEPTION OF <i>BELIZE TELECOM</i> .....	17
7. <i>MARKS AND SPENCER</i> – THE UK SUPREME COURT WEIGHS IN.....	21
8. <i>MARKS AND SPENCER</i> CONSIDERED IN NEW ZEALAND.....	25
9. WHERE TO FROM HERE? .....	27
FURTHER READING.....	28