
Ascensus: For in-house lawyers London event

Thursday 30 April 2026

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Ascensus: For in-house lawyers

Agenda

2.30pm – 3pm

Guest arrival – lunch on arrival and registration.

3pm – 3.20 pm

Pressure points: Navigating commercial and legal risk across your supply chain.

3.20pm – 3.40pm

Technology supply chain procurement: Key issues for buyers and service providers.

3.40pm – 3.55pm

Refreshment break

3.55pm – 4.15pm

Cybersecurity – a quick reminder. What should an in-house lawyer do...?

4.15pm – 4.35pm

The Employment Rights Act 2025: A headline summary.

4.35pm – 4.50pm

Refreshment break

4.50pm – 5.35pm

Hear from our keynote speaker: Vicky Price

5.35pm – 5.45pm

Closing and feedback

5.45pm onwards

Networking with drinks and nibbles

Pressure points: Navigating commercial and legal risk across your supply chain

Emma Roake and Bernhard Maier

A brave new world... with new and old challenges



- **Energy price volatility**
- **Shipping routes disruption and delays/shortages**
- **Sanctions and tariffs**
- **Reputational risk - ethics and labour practices**
- **Regulatory compliance**
- **Supplier insolvency risk**
- **Inventory risk**
- **Technology, AI and data risks**

Operating across jurisdictions – International trade

Legal System Differences

Common law focuses on precedent and contract interpretation, while civil law emphasises statutes and good faith principles.

Risk Mitigation Strategies

Investing in local expertise and tailoring contracts to local realities helps reduce legal risks. In some scenarios it may be necessary to send representatives to see how a potential counterparty conducts its business in practice.

Building Trust and Resilience

Consistent engagement enhances trust and operational resilience.



What do you need from your suppliers?

- **Rights**
 - What rights do you need from your suppliers?
- **Prevention better than crisis**
 - What do you need to prevent in your supply chain?
- **What this means in practice**
 - What does compliant look like? Do you want to go further?
 - Contracts, codes of conduct, supplier diversification where possible, staying close to suppliers, monitoring, auditing, enforcement and insurance
- **Group structures and taking ownership**
- **Proportionate approach**



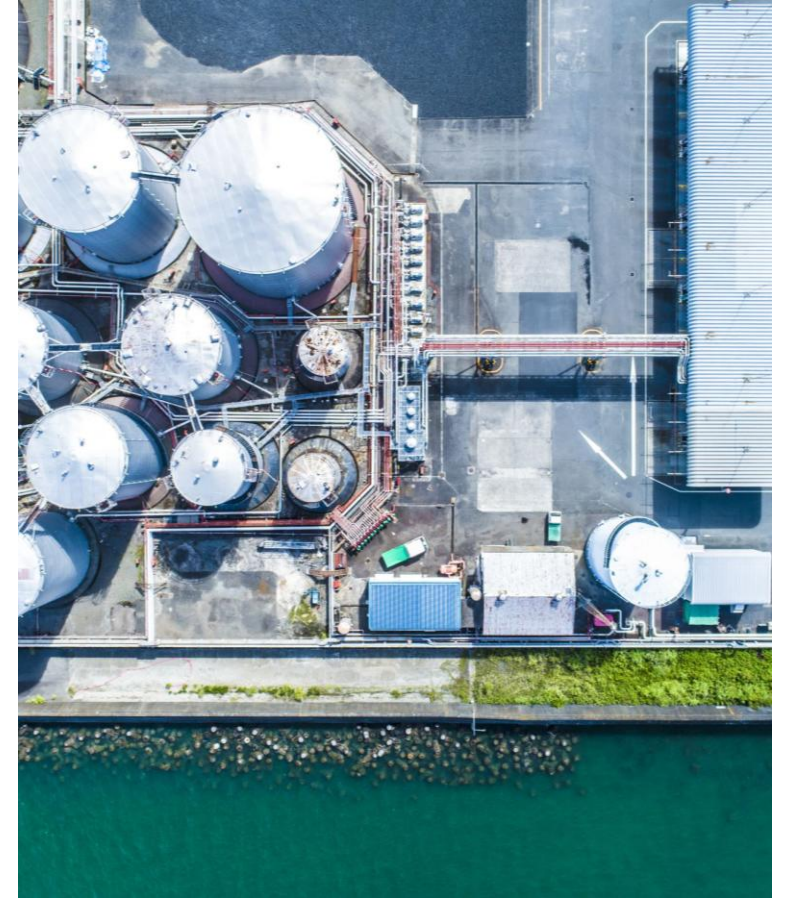
Are Your Contracts Fit for Purpose?

- Price review clauses
- Audit and inspection rights
- Step-in rights
- Change of law clauses
- Force majeure and Material Adverse Change
- Assignment and novation provisions — especially relevant where supply chain consolidation or M&A is occurring
- Termination rights
- Liability – caps, exclusions and indemnities
- Governing law and forum for disputes



Supplier code of conduct

- Does your business have one?
- Does it deal with your biggest risks and is it tailored to different types of suppliers (raw materials, factories, services) in different jurisdictions?
- Does it impose clear and specific obligations and prohibitions on suppliers?
- Is it properly incorporated into your contracts with suppliers, and what remedies are there if the supplier is in breach?
- Do you monitor and audit compliance by your suppliers?



Relationship management, monitoring and auditing

- Accountability for relationship management and risk management but cross-team involvement
- Compliance audits – routine and extraordinary
- Third party auditors and advice on scope of audit clauses
- Stress-testing to ensure supplier obligations and prohibitions, audit rights and remedies for breach tie up and enable business to require changes from suppliers or switch off various supplies
- Termination rights important but other contractual levers should be available. Termination often a blunt instrument and in complex supply chains rebates and other incentives may be more effective



Insurance

- Insurance is a critical tool in supply chain risk management
- Contingent business interruption — loss arising from a supplier's (not your own) disruption
- The interaction between contractual indemnities and insurance — are the two aligned?
- Uninsured and uninsurable risks
- Due diligence on supplier insurance — is it adequate and is it maintained?



Dispute resolution, mediation, and arbitration



Importance of Dispute Provisions

Dispute resolution clauses are crucial and often overlooked, becoming vital when business relationships deteriorate.

Role of Mediation

Compulsory mediation helps parties find commercial solutions, preserving relationships and reducing costs compared to litigation.

Benefits of Arbitration

Arbitration offers neutrality, confidentiality, and international enforceability, favoured in cross-border supply chain disputes.

Mitigating Legal Risks

Clear dispute resolution clauses aligned with cross-border realities reduce risks and protect commercial interests.

The road ahead

- Commission a supply chain risk audit
- Review and update supplier contracts and codes of conduct
- Implement or strengthen supplier due diligence programmes
- Consider bespoke insurance solutions to address identified gaps



Technology supply chain procurement: Key issues for buyers and service providers

Alex Mason

Overview of session

- **Deal Shape** objectives, scope & due diligence
- **Discuss** critical negotiation issues
- **Deliver** contract management & governance
- **Departure** exit planning & transition
- **Questions**



Technology Contracts

Deal shape - How the Customer explained it....



Technology Contracts

Deal shape - What to look out for?

Define your Objectives and Business Case

- **Define scope precisely** — what is included, what is not, and who is responsible for what
- **Align incentives** — will the deal structure motivate the Service Provider to deliver what the Buyer actually needs?
- **Plan for collaboration** — well-balanced contracts outperform adversarial ones; build in governance from day one



Technology Contracts

Deal shape - What to look out for?

What is the Return on Investment?

- what is the Buyer trying to achieve and how will success be measured?
- Will the technology provide value for money?
- What does the Service Provider want to achieve?

And why?

- What are the business & operational benefits?
- What are the costs (direct & indirect)?
- does each party understand and accept their risk exposure?

Do the Buyer and the Service Provider clearly agree?

- Avoid misaligned expectations



Technology Contracts

Deal shape - What to look out for?

Due Diligence

- Early planning - get the foundations right
 - How will you measure performance & success?
 - How will you deal with change?
 - How will you manage risks & regulatory compliance?

Develop Service Provider strategy

- Market testing/analysis – evaluation & shortlisting
- Sole v Competitive procurement
- Involve sourcing experts
- Maintain leverage before down selection & contract signature
- Exit Strategy – consider at outset

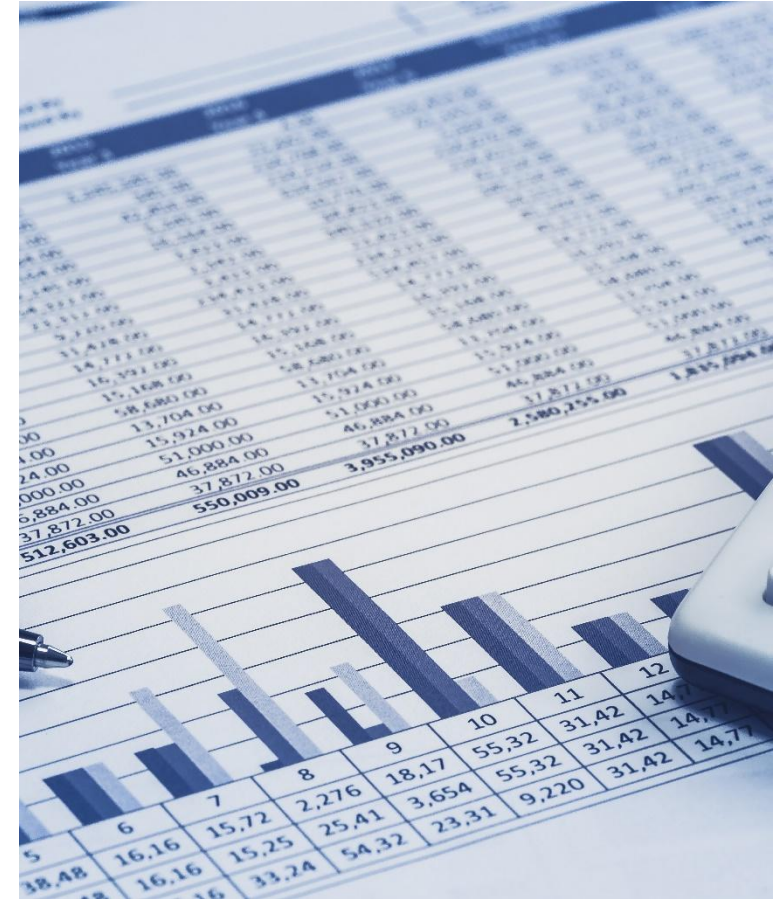


Technology Contracts

Discuss - What to look out for?

Scope & performance:

- **Define scope clearly**
 - bespoke vs. off-the-shelf technology
 - Contract for outcomes vs. inputs?
- **Technical & functional requirements**
 - document and sign off
 - Ensure the Service Provider solution meets the Buyer's requirements
- **Maintenance, support & scalability** — future-proof the solution
- **Implementation & transition**
 - milestones, training
 - Buyer Dependencies – Relief Events

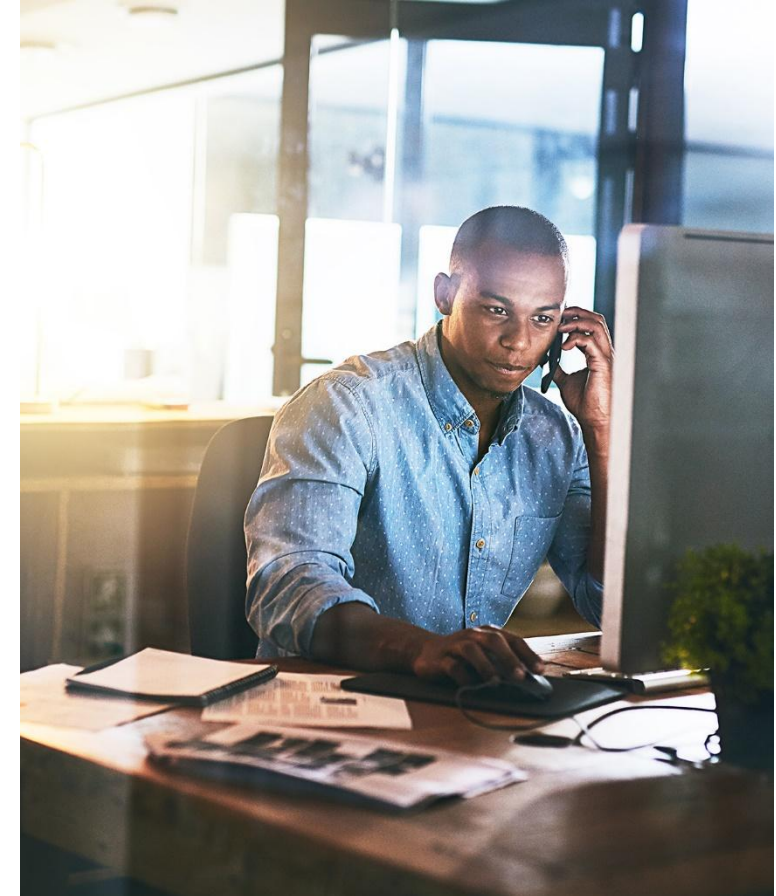


Technology Contracts

Discuss – what are the key areas for negotiation?

Commercial Value:

- Payment model: value-based vs. fixed price vs. time & materials. Choose carefully
 - Continuous monitoring of service delivery & price improvement
 - Agree COLA & FX uplifts at the outset
- On-going value for money: Benchmarking? Most Favoured Customer?
- Payment profile
 - Milestone-based payments tied to delivery/value, not time elapsed
- Rights of Refund or credit for failed/delayed delivery or early termination



Technology Contracts

Deliver - Who is going to deliver & manage the contract?

- **Get the team right.** Negotiations and delivery are hard work and often confrontational.
 - Use experienced people & hand over effectively to the contract management team
- **Document everything.** Make sure that all agreements are written down...
 - & contract management & governance manuals created
- **Always allow time to review**, especially in larger scale transactions
 - Don't rush to sign
 - compare the current delivery status against the objectives
- **Contract change management** should not be forgotten – one contract change request is a mini contract negotiation



Technology Contracts

Deliver - Service Provider's Supply Chain

Match Buyer Commitments with Service Provider's Supply Chain Commitments

- Do the Buyer's termination and change rights flow down into the Service Provider's supply contracts?
- Do third-party costs triggered by Buyer decisions sit with the Buyer or Service Provider?
 - Do they flow down or remain with the Service Provider?
- Avoid leaving the Service Provider exposed to supply chain liabilities after the Buyer has exited
 - Fixed Charges from Buyer may not match T&M charges to suppliers
 - Does termination by Buyer allow termination by Service Provider of its supply contracts?



Technology Contracts

Departure - Exit Scenarios

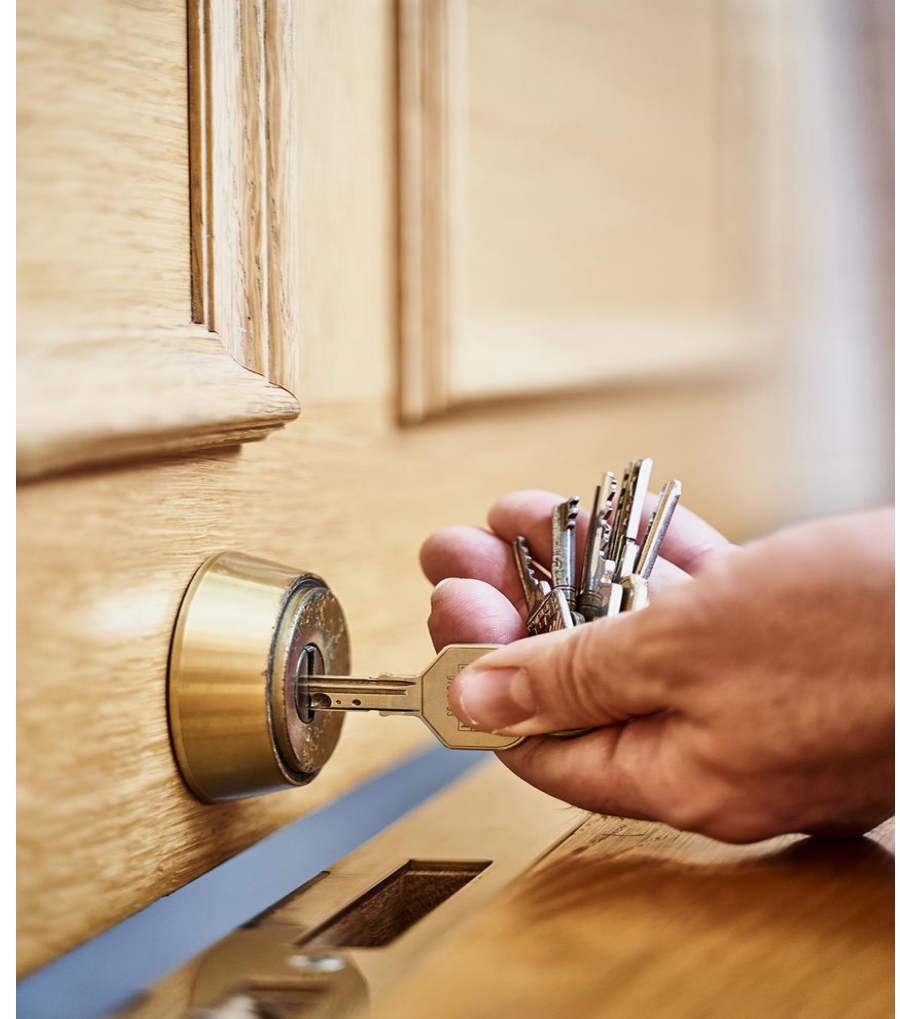
Planned exits: expiry, termination for convenience, termination for breach?

Agreed exits: mutual agreement

Unplanned exits: frustration, force majeure, illegality, abandonment

What is needed to ensure an orderly exit?

- Data extraction, portability & migration rights
- Return of property and confidential information
- Transition/exit assistance period: duration, scope & cost
- Knowledge transfer
- On-going licences for embedded IP or algorithms
- Bespoke software – source code access/escrow arrangements
- Business Continuity during exit transition



Technology Contracts

Departure - Avoid a “cliff edge”

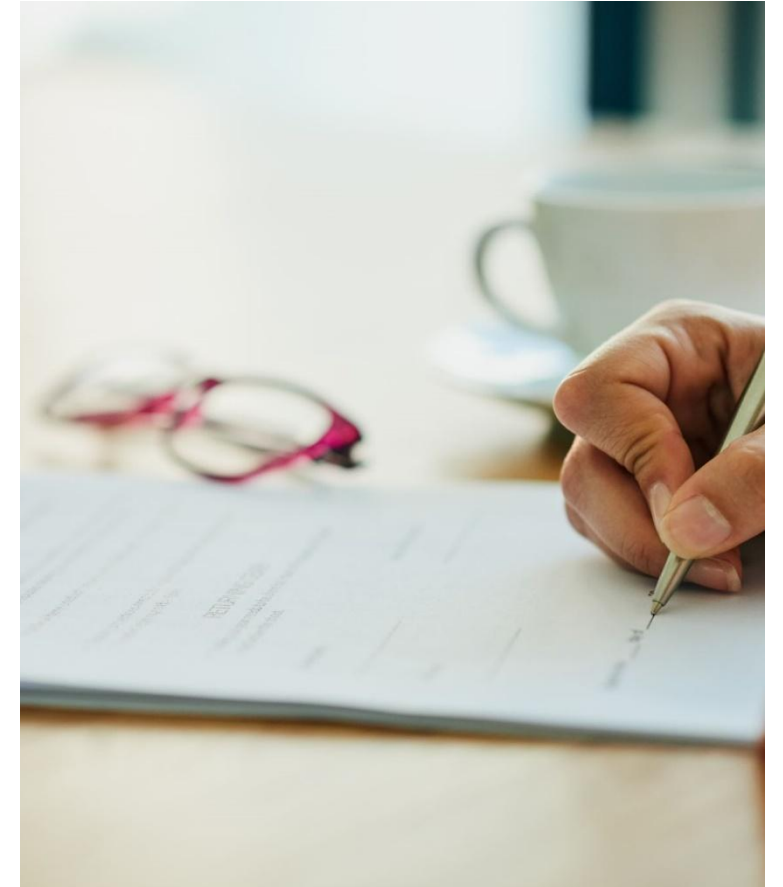
- Transition from an incumbent Service Provider to a new Service Provider can be costly and contentious.
- Ways to mitigate exit risks & ensure smooth transition:
 - Develop a transition plan with timelines, milestones and responsibilities
 - Agree key services and workstreams at contract signature
 - Agree detailed Exit Plan during delivery & regularly up-date
 - Agree pricing mechanism for exit transition assistance
 - Duty to cooperate with new provider
 - Build in a contractual extension mechanism — the ability to extend by any period if the Buyer or new provider is not yet ready
- Communication: clear obligations on both outgoing and incoming parties



Concluding Remarks

Key take aways

- Technology sourcing deals can be complex, time consuming and laborious
 - Get the right team in place from day one
 - Make sure that all stakeholders are kept informed
- Prepare, Prepare, Prepare..... it will make it easier in the end
 - scope, objectives and governance must be right before you sign
- Competitive procurement protects both value and legal position
- Effective Contract Management & Governance
 - track performance and ensure business needs are met
- Monitor, measure, and adapt — the relationship doesn't end at signature



Cybersecurity – a quick reminder

What should in-house lawyers do...?

Richard Nicholas

Which of these is the odd one out....

MARKS &
SPENCER

CO
OP



JLR

6 Minutes to \$100M

This is what AI thinks a call centre looks like...

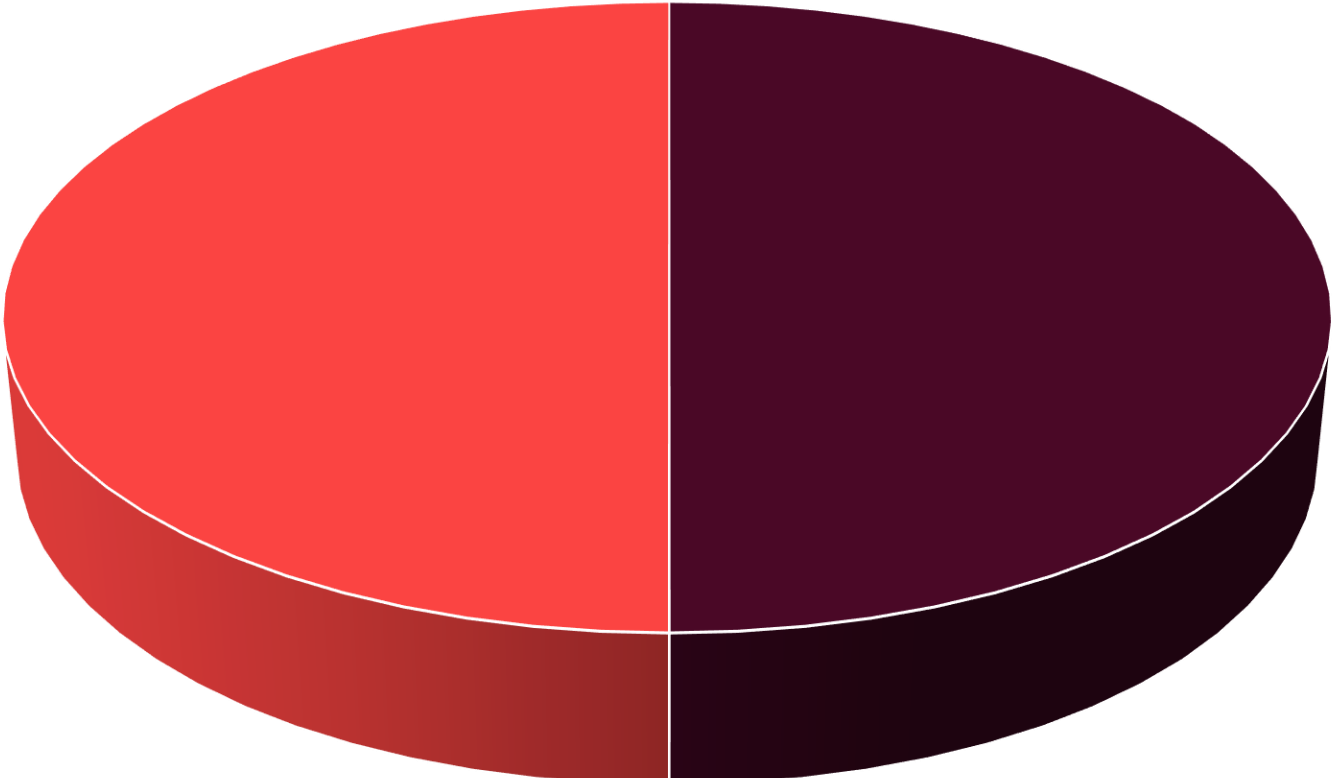


A 6 Minute call allowed Ransomware group “Scattered Spider” to set up fake employee accounts and launch a ransomware attack on MGM.

The subsequent outage cost MGM an estimated \$100 Million

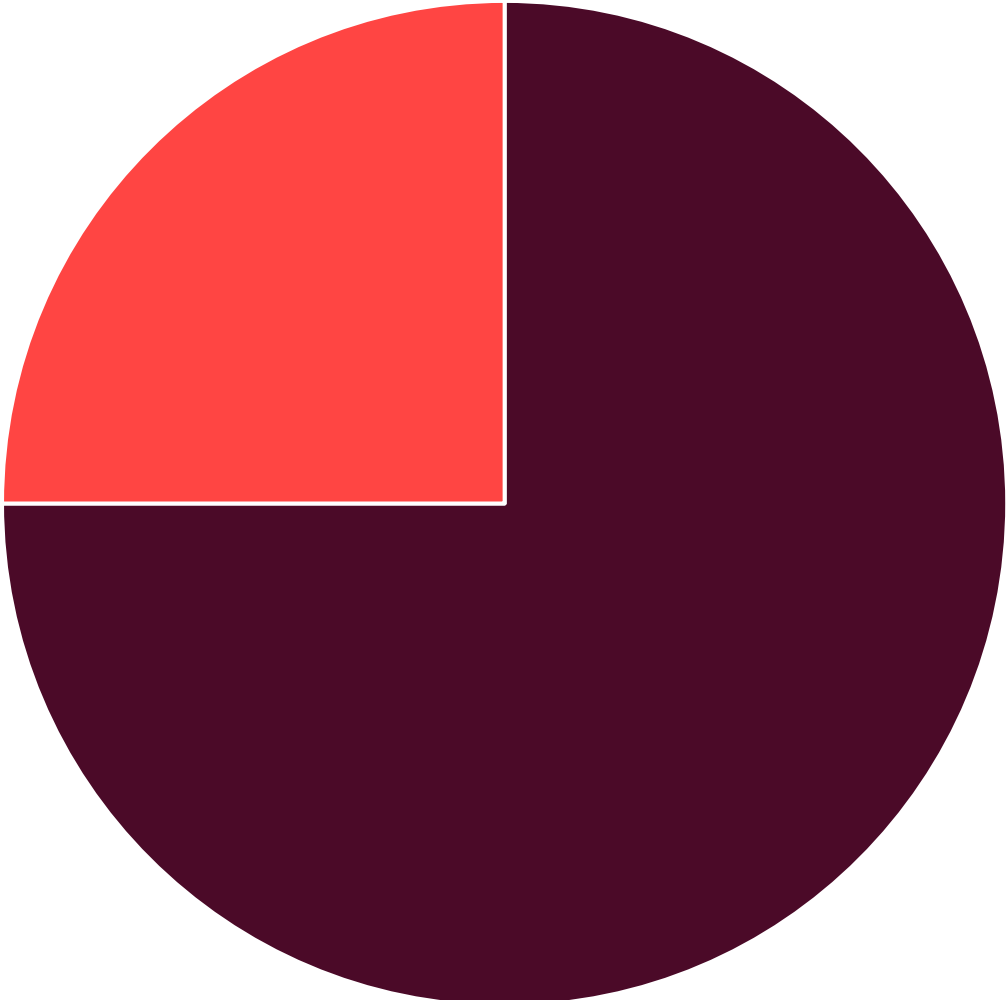
Last year

50% of all UK businesses suffered some sort of Cyber attack



Last year

Amongst large businesses it was 75% that suffered an attack



Overview of the Law

What do businesses need to comply with

NIS Regulations 2018 – Critical infrastructure and essential services – security standards (NHS, Energy, Transport, Water, Digital), breach notification (72 hours).

Cybersecurity and Resilience Act 2024 – New overarching framework – breach notification (24 hours), £17M fine or 4% revenue

PSTI Act 2022 (enforced 2024) – connected devices

Computer Misuse Act 1990 – Criminal liability

Sector-specific regulators: FCA, PRA, ICO, NCSC

Overview of the law

What do businesses need to comply with

Contractual Provisions – e.g. confidentiality, notifications

GDPR – Breach reporting, “A.T.O.MS”

What are “*Appropriate Technical and Organisational Measures*”?

Appropriate technical and organisational measures..?

BATFIST!

- Backup
- Authentication
- Testing
- Firewall
- Internal Controls
- Supply Chain & Software updates
- Training

Cybersecurity

Summary

New technologies such as AI increase risks of cyber attack (and also the ability to detect it and respond)

Regulation is increasing the scope of providers required to notify and have standards in place

The same core principles apply – “BATFIST” controls and a requirement that your supply chain do the same.

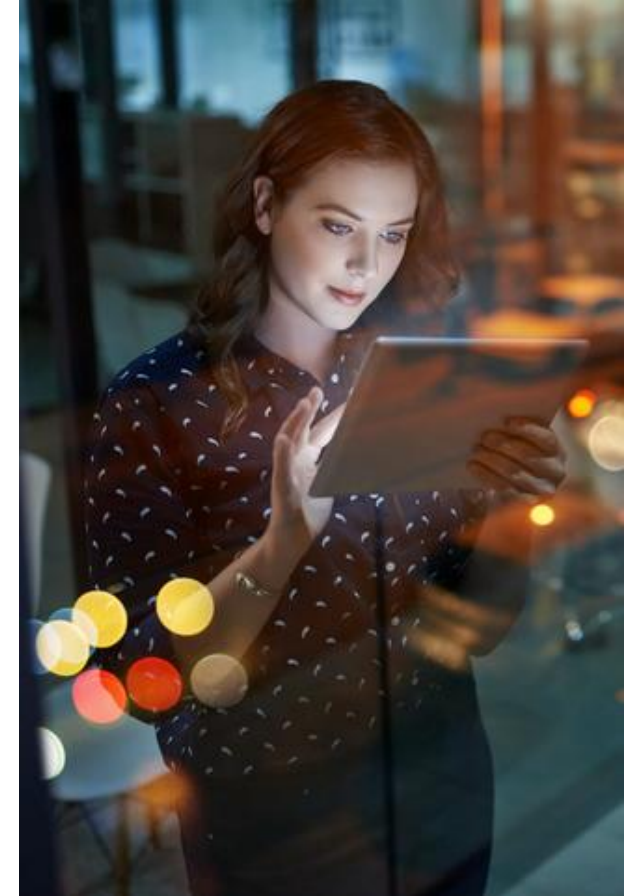
The Employment Rights Act 2025: A headline summary

Jennifer Jenkins

Employment Rights Act

Unfair dismissal

- Government initially proposed to eliminate the current two-year qualifying period for bringing a claim of ordinary unfair dismissal entirely.
- Employees would have had the right to bring an unfair dismissal claim from day 1 of employment, provided they had started work.
- However, after being rejected by the House of Lords, the qualifying period has been retained but shortened to six months.
- The cap on unfair dismissal compensation will also be removed.
- Intended that the changes will take effect from 1 January 2027.



Employment Rights Act

Fire and re-hire

- Government initially proposed to make it automatically unfair to dismiss an employee for refusing to agree a variation in their contract of employment, or to replace them with someone on varied terms and conditions but doing essentially the same work.
- Fire and rehire ban now only covers specific “restricted variations”: reduced pay, holiday entitlement, working hours, and pensions.
- Workplace relocation changes are excluded.
- Employers cannot use general variation clauses to bypass restrictions.
- Automatically unfair to dismiss staff to replace them with agency workers or contractors - **except** during genuine financial difficulties.
- Reforms are expected to take effect in Jan 2027.

Employment Rights Act

Collective redundancy rights

- Act amends thresholds for mandatory collective consultation on redundancies.
- Two alternative thresholds will determine whether collective consultation is triggered:
 - 20 or more employees at one establishment; or
 - at least the "threshold number of employees", as defined in a new section 195A of TULRCA 1992.
- Collective consultation won't be required to be carried out with all employee representatives together, or with a view to reaching the same agreement with all employee representatives.
- Government will issue guidance to help employers comply with the new requirements.
- Protective award cap to increase.
- Reforms are expected to take effect in 2027.

Employment Rights Act

Zero/low hours contracts

- Applies to minimum hours and zero-hours contracts.
- Duty to offer guaranteed hours contracts to qualifying workers and agency workers based on a previous reference period.
- New rights for reasonable notification of shifts and shift changes.
- Workers will be able to bring claims for financial losses arising from breaches.
- Rights created to protect against detriment for exercising these rights and protection against dismissal for not being offered guaranteed hours.
- Ability to contract out of the provisions through a relevant collective agreement.
- Consultation will take place after Royal Assent.
- Reforms are expected to take effect in 2027.

Employment Rights Act

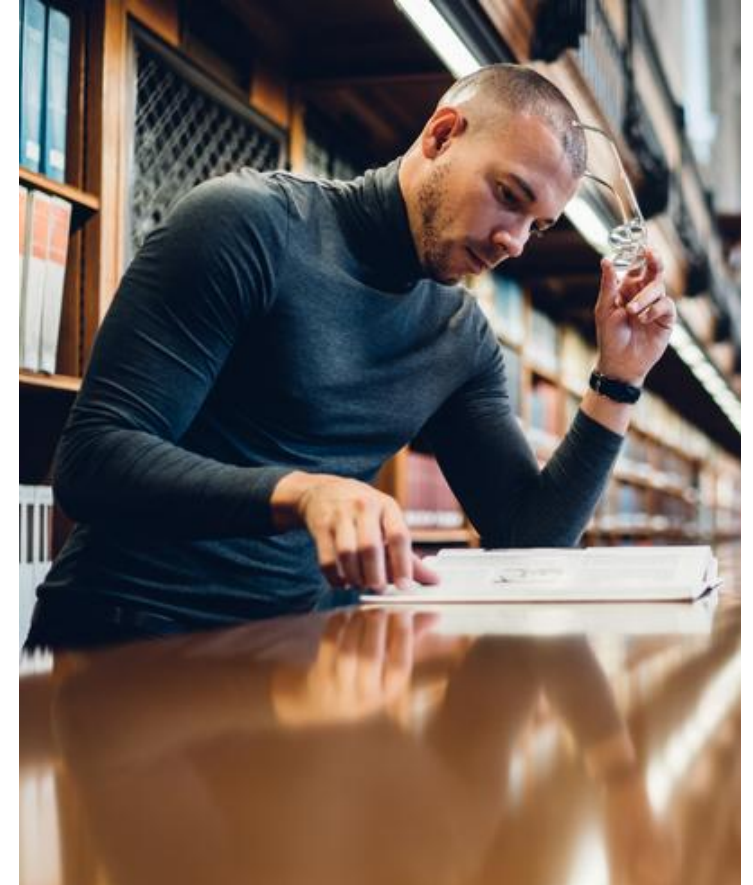
Protection from harassment

- Employers will be directly liable for failing to prevent third-party harassment.
- Protection covers all types of harassment.
- New duty for employers to prevent sexual harassment amended to “all reasonable steps”.
- Minister of the Crown can specify what constitutes “reasonable steps”.
- Regulations may outline specific considerations for employers in preventing sexual harassment.
- Sexual harassment included in list of qualifying disclosures in whistleblowing complaints.
- Reforms are expected to take effect in:
 - April 2026 - protected disclosures.
 - October 2026 - third-party harassment and “all reasonable steps”.
 - 2027 - regulations specifying steps to be regarded as reasonable.

Employment Rights Act

Other changes

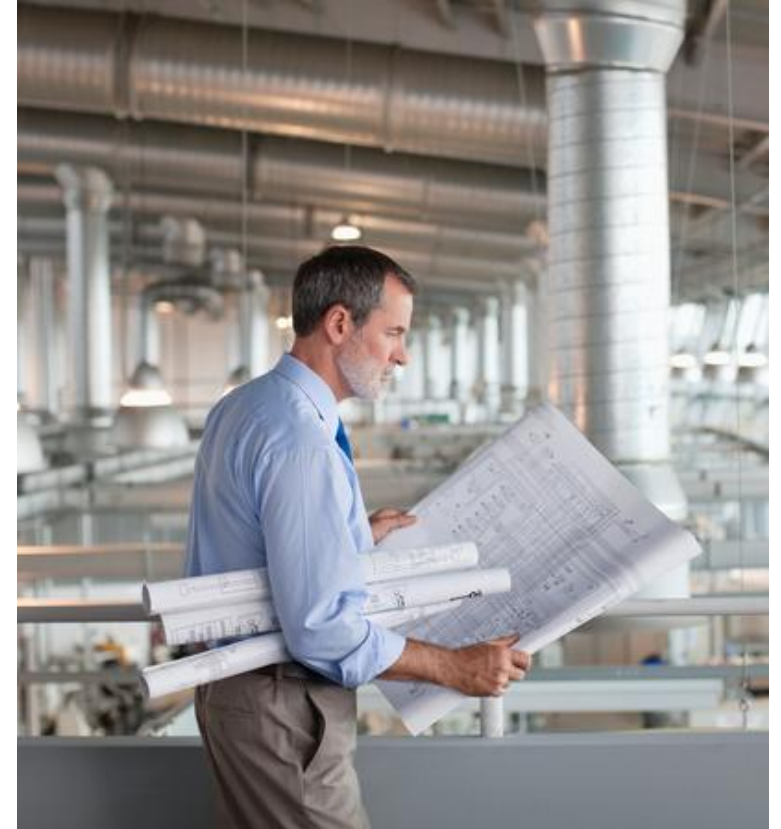
- Tightening of rules around use of NDAs which cover harassment and discrimination at work will be banned in employment agreements (with some exceptions).
- Significant Trade Union reform to simplify recognition and process for taking strike action
- Establishment of Fair Work Agency
- Flexible working
- Enhanced family leave protection
- Statutory sick pay extended
- Equality Action Plans
- Public sector, education and adult social care specific changes



Employment Rights Act

Next steps

- **Reminder:** most provisions won't come into force until April 2026 at earliest.
- Government roadmap confirms a phasing approach:
 - **Consultations** —3 phases from Autumn 2025 - Winter 2026.
 - **Implementation** — 3 phases:
 - April 2026.
 - October 2026.
 - 2027.



What should employers be doing now?

Top tips

- Consider current recruitment practices and use of probationary periods.
- Audit use of zero/low-hours workers to identify usage and consider whether a change of approach may be needed.
- Consider the risk of harassment in your organisation, especially in relation to third parties – what steps could be taken to mitigate this?
- Update existing family leave, bereavement and sickness absence policies/contracts of employment.
- Consider how you currently engage with your workforce on employee relations issues - do you have any existing consultation mechanisms in place, or that you would be open to putting into place in the future?



Thank you

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