



CEDR Accreditation:	2017
CEDR Panel:	2019
Languages:	English
Location:	United Kingdom

Terry Renouf

*“Magic Mediator”
-Client Feedback*

Overview

Terry Renouf was a practising solicitor in a leading dispute resolution practice acting for defendants for 30 years. He left in 2018 to become a full-time commercial mediator. Terry was both Managing and subsequently Senior Partner of his practice and brings a client’s perspective to the mediation process: he has not only advised on disputes but has had to take the final commercial decision to resolve the dispute.

Terry is widely respected in the insurance and risk management sector where he was recognised as a “Senior Statesman” by Chambers and Partners.

Terry is a CEDR Panel Mediator and CEDR ADR Official. His mediation includes assisting on a number of CEDR Schemes including the Central London County Court, the High Court Appeals and NHS Resolution Schemes. He is a Conciliator for the National Association of Funeral Directors Resolve Conciliation Service and previously for the Federation of Master Builders and the Glass and Glazing Federation Conciliation Schemes.

Terry has been instructed in more than 125 mediations and in excess of 100 consumer conciliations working with hundreds of disputants (many unrepresented) and legal professional advisers to find resolutions to their disputes.

Terry is, since 2020, Finance Director and Trustee of the Civil Mediation Council.



Terry is a signatory to the “Green Pledge” of the World Mediator’s Alliance on Climate Change and to CEDR’s Diversity & Inclusion Mediation Charter. Terry is pleased to work with new mediators as observers to enable them to gain experience and achieve CMC accreditation as Associate Mediators.

Professional Background

Terry practised throughout his career as a litigator for BLM (now part of Clyde & Co) undertaking a wide variety of work principally for defendants. Terry was both Managing and latterly Senior Partner dealing with the myriad of issues that occur when running a multi-million pound legal business. Terry has always been actively involved in seeking solutions broader than the narrow confines imposed by litigation. He initiated his firm’s work in policy development. He assisted the Woolf Reforms of the late 1990s as one of the core writing team of claimants and defendants that wrote the UK’s first Pre-Action Protocol. He was also extensively involved in the changes to insurance law. He lobbied, lectured and advised widely both prior to and after the enactment of the Insurance Act 2015 preparing clients for the first substantive change in commercial insurance statute law in a century. Terry was variously recognised by the legal directories throughout his career latterly and since 2013 until he left private practice in 2018 as a “Senior Statesman” by Chambers and Partners.

Expertise

- Charity
- Clinical Negligence/Injury
- Construction
- Insurance
- Neighbour/Boundary
- Partnership/Family
- Product
- Property
- Sale of Good & Services
- Professional Negligence

Dispute Experience

(Non-Neutral work in italics)

Terry Renouf spent 30 years as a solicitor, associate and partner at BLM resolving the vast majority without trial. He acted for many clients involved in tortious disputes generally but not exclusively personal injury claims. Latterly Terry’s business and partnership skills were recognised when he was appointed to be the business’s Managing and subsequently Senior Partner. Terry became involved in the many different commercial and partnership issues required to manage a large, multi-million pound, multi-site business with more than 1000 staff and 100 partners.

Terry became a CEDR accredited mediator in 2017, a registered mediator with the Civil Mediation Council in the same year, a CEDR Official in 2018 and came on to the CEDR Panel in 2019. Terry acts as a mediator /conciliator in a wide variety of civil and commercial disputes including CEDR



scheme conciliations for the Federation of Master Builders, the National Association of Funeral Directors, the Central London County Court, the High Court Appeals and NHS Resolution Mediation.

Terry is also a Community Mediator for Mediation Surrey.

Clinical Negligence / Personal Injury

The bulk of Terry's casework when in private practice related to personal injury claims. Prior to leaving he was acknowledged by Chambers and Partners from 2014 to 2018 as the "Senior Statesman" within that area both for his casework and his profile on dealing with public policy issues. Terry's work included making representations to Government on reform of civil process which included drafting England and Wales' first pre-action protocol in 1998 and extensive work on the "Jackson" Reforms of 2012.

- Liability only clinical negligence action following a failure of A&E to refer claimant with acute back pain to orthopaedic team for further investigation. A spinal subdural haematoma caused permanent spinal cord damage leaving the claimant wheelchair dependant. The dispute was whether further investigations would have mandated scans and whether further investigation would have confirmed a diagnosis and whether conservative treatment would have resulted in a different outcome.
- Clinical negligence action for Law Reform Act damages and Fatal Accidents Act dependency arising from failure to diagnose a breast cancer.
- Clinical negligence action consequent on admitted failure to refer claimant for urgent scan of low back. Claimant injuries included functional impairment of all limbs, urinary and psychological sequelae.
- Clinical negligence action of a failure to diagnose a rare severely debilitating condition which was diagnosed some years later when claimant volunteered to enter a screening programme. Defendant contended that advances in medical knowledge and science over the intervening period did not mean that the decisions taken at the time were wrong.
- Clinical negligence action brought against two clinicians who administered steroid injections at a private clinic causing iatrogenic Cushing's Syndrome.
- Claim for harassment of and damage to a car owned by the claimant. The defendant had previously compromised a claim made by the Claimant's wife and child following an alleged assault / battery at the Claimant's home. The claimant who was not present at the initial assault alleged consequential PTSD arising from the subsequent harassment / damage when he was present. The defendant contended that the first action and its terms of compromise was in settlement of all claims.
- *Clinical negligence relating to failure to diagnose a child with lifetime sequelae where sum in dispute was £10m
- *Clinical negligence action arising from failed knee replacement resulting in above knee amputation where sums involved exceeded £1m

- *A disease claim (asbestos / mesothelioma) where claimant was a successful businessman where valuation of his contribution to the business required detailed accountancy expert evidence*
- *Disease case(s), generally originating in exposure to asbestos, where contribution of defendant employers and insurers was complicated by issues of “dose”, period of employment, insolvency of employer and /or of insurer and partial contributions available from FSCS.*
- *Pursuing a case to first instance judgment to secure a finding on the trigger date for purposes of Limitation Act 1954*
- *An action arising from a head on collision caused by a motorist who had just returned to the UK and was driving on the wrong side of the road. The claimant suffered injuries of utmost severity (paraplegia and blindness) necessitating ongoing care for life and extensive aids /equipment*
- *An action brought by a paraplegic teenager arising from a motor accident with consequent ongoing needs for care and equipment and support*
- *An action arising from a workplace accident at a steel stockyard resulting in initial minor trauma and where substantial causation issues arose when the claimant suffered a severe stroke the following night*

Commercial

- Utility provider had provided services to the freehold owner of a site in multiple occupation. A claim was made for arrears of services provided under Water Industry Act 1991. Consideration given to claims of leakage and commercial use and the obligations under ss143 and 144 of the Act and the Utility providers Charges Scheme.
- A claim by landowner / customer against utility network provider for recovery of excess charges following re-routing of gas main. A review of the reasonableness of the charges included a consideration of the Utilities Contracts Regulations 2016.
- A claim for damages for termination of a “printing solution” to the claimant professional services firm where it was alleged that defendants, the new providers of printing services had agreed to provide indemnity against losses. Dispute arose because the period of original contract was disputed.
- Dispute between provider of IT solutions and public healthcare provider where, over a period of time an initial contract for limited services had extended to a more extensive offering when a mainstream IT provider had not fulfilled a contract. Matter was urgent as the term of one contract was to expire very shortly. Contractual position had not been regularised, payments for extended services had not been made over a long period. Further complications arose because of the close relationship between employees of the healthcare provider and the IT supplier.

- Dispute brought against public healthcare provider for failure to pay fees for outsourced ophthalmic services provided to patients by the claimant company. Issues included contract compliance and provision of key monitoring data.
- Action brought by security company for termination of contract without notice by its airfreight cargo warehouse customer where construction of contract was disputed and notice period for termination.
- Provider of labour only staff for security services pursued action for recovery of unpaid invoices. Defendant contended that the claimant had pursued the wrong group company and that the correct contractual party was in liquidation. Allegations of unlawful retention of documents, of defamation of defendant company to its customers and a claim for civil restraint order was also included as a possible counterclaim to be considered.
- Action brought against a charity undertaking a support / return to work programme and a supplier to that charity of services implementing that programme. Dispute was brought by the supplier personally and her wholly owned company alleging failure to pay success fees / bonuses for achieving contractual targets.
- Dispute between supplier / installer of a high-end kitchen and customers relating to the quality of the build, rights to terminate and damages payable.
- Finance company brought an action against guarantors to finance agreement for lease of commercial kitchen equipment to a hospitality company that had opened just as Covid lockdowns came in to effect. The borrowing hospitality company had been liquidated.
- Dispute between purchaser / vendor of industrial machinery purchased through a third party broker. Issues included whether title had passed.
- Dispute between Logistics Company and Employment Agency supplying driving, delivery and warehouse staff arising from termination of contract and rights and compensation payable on re-engagement of agency staff.
- Dispute between two (formerly married) business partners over rights to access client data, ownership of two businesses and a number of properties complicated by a final injunction and regulatory intervention.
- Dispute between Finance Company and hotelier relating to leases of a coffee machine following novation of contract. Authority of one party to agree a second lease (Companies Act 2006 s44) was contested as was the ability to terminate the first lease
- Action by Finance Company against guarantor where the principal had failed to comply with terms of finance agreement for purchase of a prestige motor vehicle. Defendant contested execution of the relevant document and enforceability under Consumer Credit Act 1974.
- Claim for provision of premises / services by a Tertiary Education Provider to a “Summer School” which had failed to pay for said services in consequence of poor quality of provision leading to complaints and a counterclaim for fees re-imbusement to attendees.

- Dispute about extent of professional fees recoverable by Legal Costs Draftsmen for services provided in providing costs budgets and other services to a solicitor's practice.
- Dispute between Franchisor and Franchisee of a mobile motor vehicle repair service where Franchisee had set up an alternative business.
- Dispute between Finance Company and defendant hire-purchaser of allegedly defective vehicle.
- Dispute between Recruitment Agency and "tech" company arising from engagement of temporary staff on permanent contracts
- Dispute between Consultant and defendant about extent of fees due for introductions and provision of strategic advisory services relating to energy efficient / low carbon products and services.
- Dispute between digital marketing consultancy and individual retained to provide operational and managerial support to the consultancy. Following termination of contract a claim was made for fees not paid and a defence was raised about quality of provision of the services and counterclaim for losses arising.
- Contractual dispute between individual who had developed a half marathon and other running events with the company to whom he had sold rights to the events and which had also engaged him on a fixed term to support and develop those events.
- Claim for breach of contract and counterclaim for damages arising from contract to outsource appraisal and monitoring of health of substantial workforce engaged on heavy manual labour.
- Dispute about indemnity / guarantee offered by defendant following default by a Company on repayment of a revolving credit facility
- Fees dispute between Claimant Recruitment Agency and Defendant Financial Institution arising from disputed introductions of staff

Construction / Property

- Claim for an assured tenancy by family member as successor following death of parent under ss38 & 87 of Housing Act 1985 including consideration of transfer of housing stock by way of a Large-Scale Voluntary Transfer from Local Authority to Social Landlord. Additional consideration of disability and discrimination under Equality Act 2010
- Claim against local authority for failure to grant a new commercial tenancy under Landlord & Tenant Act 1954 although the claimant issued proceedings for an extension within time. Claimant sought loss of profits and damages for destruction / removal of property from a site which was in a local park.
- Action by local authority to recover costs of repairs it undertook under relevant legislative powers (Buildings Act 1984) where condition of building was considered a danger. Defendants disputed quality of works and alleged consequent losses.

- Action for specific performance of agreement for sale / purchase of two flats in a development where original developer had gone in to liquidation and where claimants had paid exchanged contracts and paid deposits. Claimant had acquired freehold of development at auction and alleged purchasers had failed to complete despite being given notice.
- Commercial leasehold dispute between landlord and guarantor who had succeeded to liabilities and obligations arising under a lease for restaurant premises following liquidation of the limited liability tenant. Guarantor sought an order that a charge registered against their home more than 10 years before should be set aside.
- Dispute between Landlord and Tenant as to whether a lease had been surrendered by operation of Law following commencement of refurbishment works.
- Claim arising from failure to complete on purchase of residential property and counterclaim against vendor for fraud / misrepresentation.
- Claim by commercial landlord against tenant for arrears of rent on nursing home. Tenant had been obliged as guarantor to original lease to enter into a new lease where original tenant company had gone in to liquidation.
- Tenants of a small residential block of flats had acquired freehold and brought an action against a tenant who had failed to pay ground and service charges. Dispute included a counterclaim for water damage and a claim for a lease extension.
- Tenant owned company owned freehold of a block of flats and sought disputed service charges for maintenance repairs from one of the long leaseholders. Defendant alleged mismanagement and inflated costs.
- Application under Landlord & Tenant Act 1954 s26 by Claimant restaurant for new tenancy opposed by landlord relying on ss30 (1) (b) (c) (f) and (g) and specifically the intention to undertake construction works affecting the premises.
- Dispute between long leaseholder tenant and freeholder as to damages payable for water penetration / dampness and a counterclaim for arrears of service charges.
- Dispute between developer of an estate of a number of “high end” properties and a purchaser for defects / repairs to be completed under warranty following completion which had not been resolved over a number of years.
- Action by landlord of a Grade I listed residential property for possession where terms of lease granted “informally” years before was indeterminate. Landlord required possession to undertake further substantial structural works and maintenance having already incurred substantial costs with the tenant in situ. Tenant had effected prior improvements and sought compensation for improvements and inconvenience
- Action by high-net-worth residential tenant for recovery of 6 months advance payment of rent on a one year term where tenant vacated very early in tenancy and claimed surrender of lease on return of keys to landlord's agent. Landlord counterclaimed for balance of rent not paid on remaining term.

- Claim by purchaser against developer of a new build residential property for various defective works breach of contract. Offers to undertake remedial works had not been taken up as the experts disagreed about extent of works required. Developer contended that remedial works proposed would negate the National Housebuilding Council warranty.
- Application by builder for specific performance of an agreement with freeholder (the tenants association) of a block of flats to permit the development of two basement storerooms in the lightwell of the building. The mediation considered the term of the lease, proportionate contribution to future service charges, the premium payable and compliance with planning and building regulations.
- Dispute between residential landlords for liability for water damage and loss of rent caused to lower flat.
- Claim by tenant against landlord for failure over a long term to effect repairs to the external parts of the building. Failure to address issue of water ingress over a period of years had rendered flat partially unfit. Claim for damages based on Earle v Charalambous and costs.
- Claim by tenant against local authority landlord for breach of landlord's obligation to keep property in good repair and free from water ingress. Questions arose around appropriateness of expert and damages payable.
- Disrepair claim by tenant of local authority landlord with agreement about ongoing repairs / maintenance achieved at mediation
- Claim by ground floor retail leaseholder against freeholder for water damage caused by subtenant occupying residential flat above claimant's premises. Liability was disputed and alleged that the claimant had failed to assist or claim from building insurers. A counterclaim presented for loss of rent.
- Dispute between builder and client over cost overruns in relation to substantial building works to the client's home.
- A dispute arose between a builder / developer and client following an extensive refurbishment to a residential property which was undertaken without formal contractual documents. Ongoing costs and anticipated fees were included on spreadsheets and extensive cash payments were made to subcontractors. An NDA was important part of conversations.
- Dispute between client and M&E contractor cost overruns, snagging and effectiveness of an upgraded air conditioning system installed in a central London flat owned by a high-net-worth claimant
- Claim by home owner for failure to install / provide an extensive underfloor heating system (Action was subject to appeal from first instance decision of County Court).
- Action by builder / developer for failure to pay balance of works for construction which was defended on basis that works were inadequate / incomplete and a counterclaim for failure on part of builder / developer to account for rental income received following introduction

of tenant to claimant where builder / developer was acting as agent of claimant on rental of property.

- Dispute between main contractor and M&E sub-contractor about failures to comply with contract terms, snagging and costs of remedial works for extensive plumbing / air-conditioning undertaken as part of a £1m+ refurbishment of a residential property.
- Dispute between owner of a residential property who entered in to an oral agreement with a builder to allow occupation at a reduced rent on the understanding that refurbishment works would be undertaken.
- Dispute between builder and client in relation to a bespoke “new build” of a family home. Dispute related to quality & scope of works for which builder was liable, direct (or otherwise) instruction of sub-contractors and responsibility for cost overruns.
- Dispute between related parties over appropriate division of sale proceeds of a number properties in the United States and Europe.
- A Trusts of Land and Appointment of Trustees Act 1996 (TOLATA 1996) dispute between “common law” partners involving consideration of section 15 about the extent of equitable interest and assessment of contributions to refurbishment and extent to which other payments by extended family could be taken in to account.
- A TOLATA 1996 dispute between “common law” partners involving consideration of section 15 (1)(b) about the impact and effect of children of the parties with special needs who were resident at the property occupied by one of the parties.
- A TOLATA 1996 application under s14 between parties married in an Islamic Ceremony but not legally registered where legal ownership of the property was initially in the sole name of a party and then transferred to joint names. The relationship had broken down 2 decades before the application where the issue was to determine the allocation of equity following disputed issues of proportionate contribution and extent of any “occupation” rent.
- Dispute between tenants in common about proportion of equity value of property where one party had made no financial contribution to the asset for several years.
- A claim for possession of a residential property where one party was the registered owner and where a tenancy agreement had been signed by the second party for occupation. The parties had been in a relationship but had split up and one party had obtained non molestation injunctive relief. The dispute included consideration of respective contributions made by the parties to repair and refurbishment, to mortgage repayments, of periods of rental by third parties. Legal issues included a claim for proprietary estoppel.
- Dispute between developer and purchasers of new properties relating to the design and quality of build of two properties on small “infill” development.
- Dispute between developer and lift engineers relating to design and installation of lift to refurbished flats in central London.
- Landlord / Tenant dispute relating to the extent of dilapidations and obligations to refurbish a high-end residential property

- A s24 application by commercial tenant under Landlord and Tenant Act 1954 for new tenancy. Dispute as to rent and the appropriate term of any new lease.
- Dispute between Estate Agent / Surveyor and Developer arising from a sole agreement to market properties on a development
- Dispute between large retailer and landlord for non-payment of rent during Covid Lockdown resulting in settlement that included the retailer taking a new lease on terms. Tenant alleged a breach of the lease condition to insure.
- Dispute between interior designer and customers arising from extensive work undertaken to the customer's home
- Dispute between parties following single storey extension (conservatory / garden room) to residential property where foundations were inadequate causing subsidence and damage
- Dispute between client and builder relating to re-purposing of garage / storage that was a separate building to provide office accommodation. Dispute was about scope of contract and extent of works following agreement that builders should leave the site.
- Dispute between Contractor and employer relating to re-development of a residential property in to a number of flats.
- Dispute between property owners and builder relating to specification and construction of a loft conversion.
- Dispute between property owner and builder relating to quality of work relating to a bathroom.
- Dispute between property owner and builder relating to extension of ground floor, reconstruction of perimeter and extensive ancillary renovation to remainder of property
- Dispute between property owner and builder relating to quality of completed works and retention
- Dispute between property owner and builder relating to extent and quality of works (including allegations of fraud) and payment terms
- Dispute between property owner and builder over quality and remedial works appropriate for a contract relating to landscaping and minor building work

Insurance

Terry has throughout his career acted for policyholder and insurer on a dual retainer. The coverage issues that can arise from the need to discuss a “reservation of rights” are ingrained as are the practical issues that arise from policy limits, policy excesses and those issues that arise from policies placed in the London Market. Terry worked extensively with insurer clients in both the consultation and post-enactment phases of the Insurance Act 2015. The extensive work undertaken by Terry and his team was recognised with the Award of Commercial Insurance Law Firm of the Year 2016

- Claim by motor insurer for excesses on numerous claims from a policyholder where policy indemnity had been provided by way of repair.

- Dispute between insurer in liquidation and coverholder as to whether the latter was responsible to repay premiums retained by sub-agents and appointed representatives. Sum in dispute an eight-figure amount.
- Dispute between annuitants and life insurer on terms and period of annuity.
- Dispute about extent of and terms of a consultancy for introduction of insurance business to a Financial Services business
- *Advising the ABI, post-Fairchild on issues of contribution and drafting of Code of Conduct for handling of mesothelioma claims by insurers.*
- *Preparing responses to the House of Lords Special Public Bill Committee considering the Insurance Bill 2014*
- *Preparation of Guide to Insurance Act 2015 for Managing General Agents Association*
- *Advising Broker(s) on Insurance Act 2015, processes and procedures and changes to TOBAs*
- *Advising insurer(s) on necessary changes to policy wordings consequent commencement of Insurance Act 2015*

Neighbour / boundary disputes

- Claim in nuisance for damages and injunction by residential property owner against operator of adjoining golf course where stray golf balls had repeatedly caused damage and loss of enjoyment to his property.
- Dispute between property developers owning adjacent properties. Alleged trespass during re-development works and access to utilities / services.
- Dispute between parties about right of access to agricultural land and a garage following the refurbishment and development of buildings / land by one party.
- Dispute between residential neighbours under Party Wall Act 1996 s10 where claimant alleged trespass arising from extension of a new build along boundary line and disputed extent of party wall assessment by Party Wall surveyor.
- Dispute between neighbours arising from unauthorised works / trespass on to adjoining land
- Dispute between adjoining property owners about construction of boundary fencing
- Dispute between adjoining property owners about size / height of trees alleged to be dangerous
- Dispute(s) between tenants relating to noise / anti-social behaviour

Partnership / Family Disputes

Terry had roles as both managing and senior partner in one of the UK's best-known dispute resolution practices. The business grew and had more than 50 equity partners during his term as senior partner. Responsibilities included the transfer of partnership business to LLP, recruitment and integration of incoming and management of departing partners.

- Dispute arising between partners of a professional services firm of appropriate remuneration of a former partner. Allegations included concealment and diversion of revenues and false accounting.
- A dispute between siblings who had acquired several properties but now disagreed about costs incurred, payments made and whether and how to effect the sale of a remaining property.
- Dispute between family members as to whether a share of properties and three businesses were held on trust for grandchildren or whether the claimant was the sole beneficial owner in his / her own right. Numerous interlocutory applications and orders had been made with adverse costs consequences. Allegations of fraud / deceit and fabrication of documents were also made.
- Dispute between a builder and a developer in relation to a number of property refurbishments / sales where builder claimed an ongoing partnership and developer suggested discrete contractual relationships.
- Dispute between family members where property had been jointly purchased. Second co-owner alleged fraud / deceit in relation to subsequent mortgage applications and transactions relating to the property. The alleged course of conduct was discovered when first co-owner sought assistance of second to resist a Proceeds of Crime Act application by the Crown.
- Second dispute arising from a number of businesses / properties between the parties. First litigated dispute had been resolved at trial six years earlier in favour of defendant and claimant now sought order for offset “double recovery” arising from repayment of a commercial loan that was in joint names.
- Application under Inheritance (Provision for Family and Dependents) Act 1975 by daughter of deceased for provision to be made from estate of her late father. Executor / beneficiary was the second wife of the deceased where no gift or legacy had been made to the claimant.
- *negotiation of agreement to acquire part of business of incoming partner including TUPE transfer of staff, WIP balances and payment terms*
- *negotiation of terms with leaving partner(s) including terms of restrictive covenants*
- *negotiation of agreement to acquire part of business of incoming partner including TUPE transfer of staff, agreement on liabilities and insurance arrangements in respect of “successor practice” issues*
- *Devising and agreeing partner remuneration structures, promotions to partnership, funding issues relating to acquisition (and corresponding issues on partner departures)*
- *Setting up a LLP structure, negotiation with banks / funders, extensive communications with clients, suppliers and staff on all issues relating to transfer of the partnership business to the LLP.*

Product

Product issues are not infrequently the initiating cause of a claim for personal injury or property loss where cases that Terry handled are in those separate summaries.

- *Multi-party product liability action arising from property damage consequent on failed electrical equipment which caused property damage of approximately £175k
- *Acting for security company defending allegations of loss following alleged failure of alarm system

Professional Indemnity

Terry's experience as managing partner meant that he had responsibility for supervising his firm's complaints and claims, compliance with SRA regulations and renewal submissions.

- Inadequate / wrong advice provided by surveyor in relation to implementation of a green energy scheme to generate electricity and supply to the grid was said to have caused a delay in completion of the scheme and consequential financial loss
- Fees dispute by Claimant Planning Consultant and counterclaim by client for failure to provide appropriate advice resulting in failure of planning application and additional costs of an appeal to Planning Inspector.
- Claim against surveyor for failing to advise appropriately on foundations of unusual property in a high risk area.
- Action against solicitors by purchasers of residential property following failure to identify a right of way from neighbouring hotel across the purchased land of the claimants. All properties had originally been part of a larger estate where parcels of land and buildings had been sold over a period of years.
- Action by Councillor against local authority alleging malicious falsehood / negligent misstatement by senior officers leading to a misconduct investigation for breach of the authorities Code of Conduct.
- Clinical negligence action against clinician appointed as expert for failure to consider all relevant medical records when changing his position following joint meeting of experts.
- Claim by litigant in person against duty solicitor alleging failure to properly represent that party at a possession application resulting in the litigant sustaining material losses from the auction sale of the re-possessed property.
- Dispute between claimant and solicitors as to terms on which monies were held and paid arising from an underlying contract for the purchase / sale of precious metal.
- Mediation of numerous business to consumer disputes arising from failures to provide services to the appropriate contractual standards by funeral directors
- *Solicitors professional negligence claim arising from failure to ensure termination of lease where sum in dispute was £2.5m

- *Accountancy negligence claim arising from failure to advise on tax issues of domicile where sum in dispute was £0.5m
- *Acting for surveyor in professional indemnity action resulting in Middle Eastern investor surrendering deposit monies on substantial domestic property*

Unlawful Detention / Misfeasance

- Claim by litigant in person for unlawful arrest / misfeasance in public office

Personal Style

Terry's years of experience as a senior partner means that he brings a pragmatic, calm and authoritative style to mediation. He is noted for his patience and optimism that every case can be resolved in whole or in part. He naturally empathises with parties gaining their confidence. Terry's pragmatism and years of experience managing a business mean that he explores creative settlement options with parties. Terry is committed to extensive preparation and early pre-mediation engagement with the parties to ensure that the most effective use is made of the mediation itself. At the mediation Terry will engage with the parties to discuss settlement offers, concessions, counter-offers and offer options to parties where there is an apparent impasse. Terry will also follow up post-mediation to explore whether on reflection the parties consider that further engagement is sensible and settlement is achievable.

Feedback

- "Magic Mediator!" - Solicitor for party
- "Your work was impeccable." - Solicitor for party to online mediation
- "Thank you for working with both [my advisor] and [the Defendant's solicitors in order to find a resolution that suited both [parties]]" - Party to mediation
- "It was good to talk to you this morning, and thank you for talking [my solicitor] and me through "Zoom" and the Mediation process. As a septuagenarian, with limited technological expertise, I found the session very helpful, and was surprised at how effective the medium is, despite having only an old, basic laptop. I am sure that, with your continued guidance, it will work very well [at the mediation]." - Party to online mediation
- "I am pleased that [our opponents] introduced us and I will certainly seek to use your services again in the future as I liked your style and thought you a most effective mediator. I was impressed by your air of quiet authority. You gave the clients the safe space to talk honestly and no one felt pressured by you to settle yet your guidance was appreciated by all and you encouraged lateral thinking." - Solicitor for party to online mediation

- “Thank you for your calm and persuasive manner being firm at the right time when it was needed. I did not think we were going to get there in the end but somehow you managed to unlock the key to a satisfactory settlement. Both parties can now move on with their lives.” - Advisor (non-legal) for party
- “Terry’s measured, practical and patient approach to mediation was of real assistance. In the space of only three hours the parties went from being what seemed like poles apart to achieving a settlement in principle, in what was a complex commercial dispute. We are grateful for his efforts and the help he provided” - Solicitor for party to online mediation
- “Terry acted as a mediator for our client. He was helpful, calm and friendly. He identified the key points on which the parties were able to make progress and assisted them to reach a settlement on the day” - Solicitor for party
- “Once again I can’t thank you enough for your sympathy and sympathetic way in which you have dealt with the matter. It was refreshing for me to talk about to someone neutral.” - Party to mediation
- “I just wanted to ‘thank you’ for your time and understanding of my issues. It has been a long and tough 12yrs but I have finally got some justice!!” - Party to mediation
- “Over a period of years, I have seen and worked with Terry where he has identified a complex problem, brought opposing parties together and persuaded them to take a holistic view of the issue ultimately achieving a lasting solution to the mutual benefit of all those involved. I am confident that those skills will benefit those who instruct him as a mediator.” - Ashton West, CEO MIB 2003-2018
- “Terry led his firm’s submissions to the Law Commission on insurance law reform and in subsequently explaining and preparing clients for the new law. He brought many of the skills of the mediator to that work, identifying areas where brokers, insurers and policyholders either agreed or disagreed. He at all times provided a clear understanding of the underlying themes and principles of the legislation and enabled clients to find solutions to issues generated by the new Act.” - David Hertzell, Law Commissioner 2006-2014
- “Terry brings a unique blend of deep legal knowledge combined with a very pragmatic approach to helping parties achieve a settlement - all combined with a sense of confident calmness and lightness but certainty of touch that can ease the path through more challenging areas of any dispute.” - CA, COO and investor in Green Energy Sector
- “I have worked with and taught many lawyers and Terry is one of the very few who have the skills, patience and determination to find solutions for the seemingly intractable disputes that go to mediation.” - PK, Professor of Law, University of London

Legal Directories

Chambers and Partners 2018

"Senior Statesman"

Terry Renouf offers clients the depth and breadth of his experience in managing multi-track personal injury claims.

Chambers and Partners 2017

"Senior Statesman"

Terry Renouf offers clients years of experience in handling the full range of personal injury matters, including catastrophic injury, fraud and occupational disease cases.

Chambers and Partners 2016

"Senior Statesman"

Terry Renouf has an abundance of experience to call upon in a variety of personal injury matters. He regularly handles high-value claims, particularly occupational disease, fraud and catastrophic injury matters.

Chambers and Partners 2015

"Senior Statesman"

Terry Renouf retains an impressive profile in the field. His experience covers areas including occupational disease and catastrophic injury, and he is well regarded for his depth of market knowledge.

Chambers and Partners 2014

"Senior Statesman"

London-based national senior partner Terry Renouf receives widespread acclaim for the depth of his experience throughout the personal injury sphere. He handles cases across the spectrum of complex personal injury claims, particularly those relating to disease.

Chambers and Partners 2013

Senior partner Terry Renouf in the London office is still considered to be "*very impressive*" by market sources. He has decades of experience in the personal injury sphere.

Other Dispute Resolution Experience

Terry was legal advisor to the insurer team that agreed the success fee uplifts for employer's liability and disease claims. The agreement was secured through the process of a multi-party mediation that involved insurers, claimants, representative bodies, trades union and judicial parties.



Terry is a CEDR Official, has mediated on numerous occasions on CEDR schemes for the Federation of Master Builders and National Association of Funeral Directors.

Terry is also a community mediator for Surrey Mediation and is a member of their online working group.

Talks / Presentations

Mediation in a Post Churchill World (January 2024) panelist on joint CEDR / Chartered Institute of Arbitrators hybrid meeting, hosted by Gill Mansfield and with Kelly Stricklin Coutinho, Baria Ahmed and Jeremy Mash as co-panellists

Shuttle Mediation (February 2025) for Mediation Surrey

The Art of the Apology (March 2025) CEDR Masterclass jointly with Tracey Fox

Publications

- [Does AI Predict the outcome of Churchill mediation judgment in CA](#) November 2023
- [Green Pledge – Review](#), July 2022
- [Pre-Action Protocols Consultation](#), Blog January 2022
- [Mandatory Mediation – the end of the litigator](#) , September 2021 Temple Legal Commercially Minded and Clinical Thinking
- [Mandatory Mediation- a certain view](#) , Blog August 2021 and published Mediation Messenger
- [Meet the Director](#), interview with Mediation Messenger April 2021
- [Sorry: the hardest word](#), blog April 2021
- [Mediation: an aid for business](#), blog March 2021
- [The Burden of Judicial Hindsight and mediation](#), blog January 2021
- [New Legal Year: new mediation options](#), blog September 2020
- [The New Normal Mediation: a user guide](#), blog June / July 2020. A series of 3 blogs considering the strategic and operational opportunities arising from the move to online mediation (with links to other blogs embedded).
- [Covid 19 and Mediation: delivering for the Economy](#), blog May 2020
- [More Mediation in 2020? Certainly](#), blog January 2020
- [ADR and Mediation for the new Decade](#), November 2019 Temple Legal News
- [Tactics following Court of Appeal mandatory ADR order](#), blog October 2019
- [The Overriding Objective and ADR](#), blog September 2019
- [Court Orders ADR without party consent](#) blog September 2019
- [Fixed Recoverable Costs: it's not about the drill](#), blog June 2019
- [Fixed Recoverable Costs: Effective now?](#) blog April 2019
- [Wake up and Sell the Coffee!](#) blog April 2019
- [Courts to Insist on Mediation](#), March 2019 Temple Legal News

- [Mediation Works](#), Association of Costs Lawyers, February 2019 (or alternatively a link is [here](#) to Renouf Mediation web page reproducing the article)
- [Mediation and Dispute Resolution in 2019](#), “Clinical Thinking” Newsletter published by Temple Legal Protection, January 2019
- [#N2M 2020- the Notice to Mediate](#), blog January 2019
- [New Year Irresolution](#), blog January 2019
- [More New Year Resolution](#), blog December 2018
- [New Year Resolution](#), blog December 2018
- [CJC Final ADR Report: Planning for mandatory mediation](#), blog October 2018
- [Managing Mediation](#), blog September 2018
- [CEDR Audit 2018: the A2J issue](#), blog July 2018
- [Lord Chief Justice: modernisation, resolution and mediation](#), blog June 2018
- [MoJ Keen on more Fixed Costs & OOCs](#), blog May 2018
- [Mandatory / Automatic Mediation?](#), blog March 2018
- [What does the ADR consumer want? A key question for the March CJC Workshop](#), blog February 2018
- [The pre-action protocol at 20](#), article, Post Magazine, 27 February 2018
- [Insurance Act 2015, A guide for MGAs](#), BLM for MGAA, editor and contributor
- [Maximising ADR - a one way street](#), blog, BLM RED, November 2017
- [Building ADR in to Civil Justice Reform](#), ADR Institute of Ontario, Fall Newsletter, September 2017
- [Insurance Act Anniversary: No news is....?, blog, BLM RED, August 2017](#)
- Third Party (Rights Against Insurers) Act 2010: a Happy 1st Birthday, blog, BLM RED August 2017
- [Insurance Act: the first issues to be decided](#), blog BLM RED June 2017
- [Insurers' empty promise?](#), blog, BLM RED November 2016
- [In the ghetto](#), blog, BLM RED September 2016
- [A little less conversation](#), blog, BLM RED, August 2016
- [....a little more action\(s\)](#), blog, BLM RED, August 2016
- [All this aggravation ain't satisfactioning me....](#), blog, BLM RED, August 2016
- [A little more bite and a little less bark](#), blog, BLM RED, August 2016
- [A little less fight and a little more spark](#), blog, BLM RED, August 2016
- Podcast
- [Civil Litigation Costs Review: Jackson LJ's latest recommendations for fixed recoverable costs](#), Lexology, August 2017



KEY

Italics – professional experience

Standard font – mediation experience

*asterisk – observed mediation

