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| CEDR Accreditation:   | 2012           |
| CEDR Panel Admission: | 2013           |
| Languages:            | English        |
| Location:             | United Kingdom |

## Beverley Vara

*“Beverley Vara is a “very supportive and helpful” mediator who is regularly appointed to property disputes and cases involving professional negligence. One impressed observer states that “she was very good and skilled in moving the parties to settle” and “she was instrumental in getting the parties out of their entrenched positions.””*

- Chambers & Partners 2017

### Overview

Beverley is very enthusiastic about mediation and has developed a strong and successful mediation practice since leaving Allen & Overy LLP in 2013. She is listed as a leading mediator in both Chambers & Partners 2017 and Legal 500 2016. She has written a number of articles on mediation, appeared in a LNTV webinar on mediation and regularly gives seminars on mediation. The feedback she receives from solicitors representing parties in her mediations is that they, and their clients, appreciate her straight talking, practical approach and her ability to mix a rigorous legal analysis of the case with empathy to help the parties find a solution that works for all of them. Beverley mediates all types of commercial and private client disputes.

### Professional Background

Beverley worked as a solicitor for 20 years, the last 10 of which were as a litigation partner at the law firm Allen & Overy LLP where she specialised in contentious property work and advised on a full range of commercial and private client disputes. Since leaving A&O in 2013, Beverley has transferred to the bar to further her mediation work and now mediates all types of commercial and private client disputes including property, insolvency, professional negligence and breach of contract claims.

### Expertise

- Banking & Finance
- Construction & Engineering
- Insolvency
- Planning
- Professional Negligence
- Property
- Sale of Goods & Services

## Dispute Experience

*(Non-Neutral work in italics)*

### Banking & Finance

- *A Property Authorised Investment Fund on its investment in a unit trust where its co-investor failed to inject its share of the required capital to enable the unit trust to pay a premium due to a landlord so exposing the long leasehold assets of the trust to the threat of forfeiture.*
- *A financial institution on a dispute with its joint venture partner on the appropriate sale value of various properties (and hence on the value of a put and call option and the price to be paid by the financial institution for the joint venture partners' interest). The case settled at mediation.*
- *A Spanish bank on mortgage enforcements for British residents' holiday homes and recovery of monies due within the UK.*
- *An investment bank in defending various claims to the financial ombudsman regarding alleged mortgage mis-selling.*
- *As special servicer on the default of a large loan secured on a London office block and the potential sale of the charged property, including issues such as alleged undeclared trusts over the asset.*
- *An investor on the implications of threatened forfeiture proceedings on the refinancing of the debt secured on the property under threat.*

### PFI / PPP

- *A NHS Trust on a variety of disputes with its PFI provider, mainly concerning the provision of hard and soft FM under the PFI contract and in respect of the payment provisions of the project agreement. A substantial number of the disputes settled at mediation following an adjudication and the issue of court proceedings.*
- *A NHS Trust on restrictive covenants that had to be removed in order that a new hospital could be built.*
- *A NHS Trust on a judicial review of the planning permission for a new hospital brought by an aggrieved neighbour.*
- *On a site clearance strategy for the construction of a new football stadium including on leases protected by the Landlord and Tenant Act 1954 and on telecommunications masts.*
- *On various disputes with a neighbour to a large sports stadium concerning access, the interpretation of various restrictive covenants and the operation of concessions.*

## Construction & Engineering

- *A corporate occupier in a breach of warranty claim against the contractor who built a Regional Head Office building for defective cladding to the extensor walls.*
- *Acting for a landlord in a claim by a tenant that the floor loading in a building was not in accordance with the specification in the agreement for lease. The claim was successfully settled by an agreement that varied various other clauses in the lease to provide both parties with an arrangement which suited them better.*
- *Acting for a landlord in claims against the M&E contractors retained in relation to a large multi-let premises where the chiller units were routinely malfunctioning.*
- *Acting for a tenant of a large office building in claims against the landlord who had given warranties as to the state of repair of the premises but where the butt welded joints in the air-conditioning system were defective. The settlement involved a creative solution allowing for on-going monitoring and a waiver of dilapidations liability but without the need for either party to pay for the tenant to move out whilst remedial works were undertaken.*
- *A retailer who was anchor tenant in a shopping centre which was extended in a way which adversely affected the centre's footfall in a claim against its landlord for derogation from grant, breach of covenant for quiet enjoyment and breach of express and implied covenants.*
- *A residential occupier on the failure of their M&E installation causing the temperature to vary and cause damage to valuable works of art.*
- *A financial institution as tenant on defective M&E work leading to newly fitted out premises being flooded prior to occupation.*

## Planning

- *An NHS trust on a challenge to its redevelopment plans by a neighbour who brought Judicial Review proceedings. The proceedings were withdrawn after negotiations.*
- *A University on a Judicial Review of a refusal to grant planning permission.*
- *A residential occupier on a judicial review of the decision to grant planning permission for flats next door to his house.*
- *A large corporate on the decision to refuse planning permission for the redevelopment of its headquarters building.*
- *A financial institution on a judicial review of a local authority decision to temporarily stop up an access road needed by its headquarters' building.*
- *A Property Unit Trust on a claim against a local authority for failure to disclose a planning permission as part of a local search which would have illustrated a user incompatible with the planning permission.*

## Professional Negligence

- *A property fund achieving a settlement of a professional negligence action we brought on their behalf against their former environmental consultants for failing to report on asbestos which was present on a development site, leading to contamination being spread around the site. The settlement was encouraged by an extremely positive interlocutory High Court decision (reported) on the disclosure of expert valuations during which the judge commended our conduct of the litigation.*
- *A large financial services institution in a multi-million pound professional negligence claim for failure by solicitors to serve a break clause.*
- *A financial services institution in a professional negligence claim against solicitors for failure to serve a break clause in a lease.*
- *A large corporate on a multi-million pound professional negligence claim against its former solicitors for incorrect advice on the alienation provisions of a lease leading to the threat of forfeiture by the landlord.*
- *An individual in a claim against his former solicitors for failing to properly protect his interests in an enfranchisement claim.*
- *Various special servicers in potential professional negligence cases against valuers who had over valued property against which monies had been lent and subsequently the loan placed into a CMBS structure.*
- *A landowner in a claim against its solicitors and valuers for failure to obtain vacant possession of land over which a contract had been given for the extraction of valuable mineral rights. The matter settled at mediation.*
- *A landlord in a claim against its former solicitors for failing to notice that a strip of land in the middle of a development site was not owned by the landlord, allowing the site to be built on and the building let so causing the landlord unwittingly to be trespassing and to be obliged to buy the strip of land at a ransom price.*
- *A dispute between a solicitor claiming unpaid fees and a former client who alleged professional negligence and fraud against the solicitors. The matter was complicated because there were arguments about whether the limitation acts prevented either the claim or the counter claim from being brought and also about the validity of a legal charge on property.*
- *Dispute concerning alleged professional negligence by a financial advisor.*

## Property

- *Dispute between a freeholder and a publican concerning terminal dilapidations, 1954 Act statutory compensation and a disputed rent deposit.*



- Claim for injunctive relief for trespass, two residential neighbours who had adjoining houses in a close served by a private road. The road was owned by whichever house fronted it and so the owners of number 4 had to drive over no 3 in order to access their house.
- Dispute between the owner of a substantial residential property and a neighbouring business concerning rights of way and trespass. Settled by several land swaps, grant of a right of way and financial payment.
- *A property investor on the implications in terms of rights of light and restrictive covenants for the purchase of an acre of prime residential land in Chelsea.*
- Dispute between a landlord and a high value residential tenant (and its lenders) over alleged breaches. Issues of waiver of the right to forfeiture and of limitation were involved.
- Contested lease renewals. The landlord wanted vacant possession to redevelop. The tenants wanted to remain in occupation, but agreed during the day to leave in return for payment of a sum. The landlord alleged various breaches of lease such that statutory compensation under the Landlord and Tenant Act 1954 would not be payable.
- *A corporate occupier on nuisance issues arising from redevelopment of a large construction site in the City of London. The matter settled after we had secured an interim injunction restricting nuisance from vibration, blocked access and from water ingress into the neighbour's premises.*
- A multi-faceted dispute between two neighbours, one of whom was a former tenant of the other and where a related party had a long lease of another property within the same building. Involved allegations of nuisance, trespass and failure to yield up.
- A residential neighbour dispute. The parties lived in a converted house divided into two lateral flats. They disagreed about the exact scope of the demise of each flat (the leases were not well drawn and were contradictory) and about the outside boundaries; both alleged noise nuisance against the other and the lower flat alleged nuisance by water ingress.
- Dispute between two neighbours concerning multiple boundary and trespass issues.
- *A variety of landlords in recovering rent arrears by a variety of techniques: statutory demands, forfeiture, notices pursuant to S6 Law of Distress Amendment Act 1908, court proceedings against the tenant, guarantor or original tenant or drawing down from rent deposits or under bank guarantees.*
- *Various landlords where the tenants have challenged the legitimacy or validity of service charges incurred.*

### Sale of Goods & Services

- Dispute between service provider and its client over unpaid fees and over repudiatory breach of contract causing loss.
- Dispute between a main contractor and employer in a building contract for unpaid invoices with a counterclaim for defective work.
- Construction dispute between an employer and a main contractor over unpaid fees, a disputed contract, a disputed termination and alleged defects in works and alleged slanderous comments made on a radio station.
- Dispute between two parties concerning the ownership of land. A third party had purported to sell the land to both of them at different times. The case involved various arguments on construction of the contract and on rectification.
- *The owner of a former motorway service station on a dispute regarding satisfaction of conditions precedent in a contract of sale to a developer. The contract was conditional on certain environmental remediation works being completed as part of the site which had formerly been used as a petrol station. We advised the client on tactics to best position itself to prove discharge of the condition in light of the complex contractual terms, which secured a favourable outcome whereby the developer completed the purchase.*

### Personal Style

Beverley's style has been assessed as calm and authoritative with the ability to gently help the parties reality test their respective positions with the situation calls for it.

### Feedback – Directories

- *“Beverley Vara is a “very supportive and helpful” mediator who is regularly appointed to property disputes and cases involving professional negligence. One impressed observer states that “she was very good and skilled in moving the parties to settle” and “she was instrumental in getting the parties out of their entrenched positions.””*

- Chambers & Partners 2017

- *“With her 'thoroughness and tactical awareness', Beverley Vara has played a large part in this team's success. 'She has shown she has an outstanding brain in what was a very complex and emotional issue', said one source.”*

- Chambers & Partners Guide to the U.K. Legal Profession 2011

- *“Beverley Vara is 'tactically aware' and 'has a good eye for detail.’”*

- The Legal 500, 2010

### Feedback – Clients & Assessors

- *“A clear, practical, expert contribution made a very difficult day easier. Thank you Beverley - the debt has been paid and on time thanks to you!”*

- *“Beverley was excellent. The way she handled both joint and individual meetings was great.”*
- *“Calm, collected manner.”*
- *“Calm authority and an assured open manner which facilitates communication.”*
- *“A sound handling of the process.”*
- *“We thought she was excellent! our client was very pleased with her.”*
- *“She did a very good job moving the parties from their original positions.”*
- *“I think Beverley was very helpful and judged the tone of the mediation well.”*
- *“I thought Beverley was extremely professional and knowledgeable in the way she dealt with the issues. It was not the easiest mediation in terms of the positions of the parties with regard to the claim and in terms of the various personalities at play but Beverley treated the parties fairly, challenged us when appropriate and kept the mediation moving in order to achieve a settlement.”*

#### Professional Skills

- Called to the bar 2013
- Higher Rights of Audience 2002
- Admitted as solicitor, England and Wales, 1994
- BSc, Mathematics, University of London, 1987
- MPhil, Computer Speech & Language Processing, University of Cambridge, 1990