

Commercial and Common Law Team,  
Law Commission,  
1st Floor, Tower,  
52 Queen's Anne Gate,  
London, SW1H 9AG.

By email to: [electronic-execution@lawcommission.gov.uk](mailto:electronic-execution@lawcommission.gov.uk).

23<sup>rd</sup> November 2018

Dear Sirs,

**Electronic Execution of Documents**  
**Law Commission Consultation Paper (dated 21 August 2018)**  
**Joint response of the Financial and Company Law Committees**  
**of the City of London Law Society**

This response is submitted jointly by the Financial and Company Law Committees of the City of London Law Society (CLLS).

The CLLS represents approximately 17,000 City solicitors through individual and corporate membership including some of the largest international law firms in the world. The CLLS Financial and Company Law Committees respectively comprise leading solicitors specialising in respectively financial transactions and corporate law, areas in which the law of due execution of documents is a significant element in their transactional practices. These solicitors and their law firms operating in the City of London act for UK and international businesses, financial institutions and regulatory and governmental bodies in relation to major financial and corporate transactions, both domestic and international. Details of the solicitors involved in the working party that prepared this response appear at the end of this document. Details of the committees are on the CLLS website

[http://www.citysolicitors.org.uk/index.php?option=com\\_content&view=article&id=74&Itemid=469#](http://www.citysolicitors.org.uk/index.php?option=com_content&view=article&id=74&Itemid=469#)

**General Observations**

The CLLS Financial and Company Law Committees welcome the Law Commission's Work on the topic of Electronic Execution of Documents and agree with the majority of its conclusions. The topic of electronic execution has been a matter to which the Committees have devoted effort as technological changes have made the making of contracts by electronic means a day to day occurrence. In 2016 the two CLLS Committees, jointly with the Law Society Company Law Committee published *the Law Society/CLLS Practice Note on the Execution of a Document using an Electronic Signature* (the "**Law Society/CLLS 2016 Practice Note**") which follows on

from a 2009 (updated 2010) *Practice Note on Execution of Documents at a Virtual Signing or Closing* (published by the same Committees).

These Practice Notes were prepared with the benefit of advice from Mark Hapgood QC and represent the CLLS Committees' view of the law and of good practice. We note that the Law Commission has referred to these Practice Notes in its consultation document with approval (at para 1.18) and that in many respects reaches the same conclusions as in the Practice Notes, but goes on to consider some additional questions and also issues relating to electronic execution outside of a business context.

Therefore in many respects the CLLS Committees making this response and the Law Commission are at one and some questions are therefore capable of a short response. The Law Commission's exploration of additional matters raises some questions which we respond to more fully.

Broadly, it can be said that we agree with the Law Commission that an electronic signature can satisfy statutory requirements for a signature and that it is not necessary to enact new law to enable the use of electronic signatures on documents held in electronic form for either business or personal purposes. We anticipate that the practice of using electronic documents and signatures will become increasingly common.

There are perceived by some to be issues related to the execution of deeds electronically, but as the *Law Society/CLLS 2016 Practice Note* observes at para 4.3 there are methods of execution by both companies and individuals, including those which require a single witnessed signature, that can be achieved by electronic means. There are practical considerations to which we allude in answer to the relevant questions below, which may have discouraged a rapid uptake of electronic execution for witnessed documents, as well as a statement by the Land Registry,<sup>1</sup> which appears to go beyond the ambit of the Registry's electronic documentation scheme meeting the requirements of s52 of the Law of Property Act 1925 (as amended) ("LPA"), where there are currently statutory requirements for the use of advanced electronic signatures, without witnessing, to create certain types of deed.

We think that, in answering the questions raised in the Consultation Paper, it is as well to have in mind the purpose of a signature and of a witness to a signature.

A signature (or mark), particularly in a contractual context, signifies the acceptance by the signatory of the terms of the document signed. To the extent that a signature has unique characteristics it may help to identify the signatory, but execution by making a mark (such as a cross) may equally constitute a signature with the identity of the signatory being drawn from other information. Millions of contracts are made every day over the internet where the one party uses the website of the other (or of a third party intermediary) to enter his or her name and address (sometimes with other details) and ticks a box or two to signify assent to a contract to purchase goods, services or copyright material, with payment details sometimes, but not invariably, providing additional confirmation of the identity of that party (e.g. if a third party pays for an air journey booked by the intending traveller, the payment details will not provide additional confirmation).

The purpose of having a witness to a signature is to confirm that a particular person applied a signature to the document and the purpose of the attestation clause is to confirm that the witness observed the named individual making the signature, while the witness's particulars are intended to assist location of the witness, if the identity of the signatory or time of signing comes into dispute. The ideal witness is a person who already knows the signatory (but is not a relative), although this is not a statutory requirement, and can therefore easily identify the signatory. The ideal witness would also not be involved in the transaction to which the document relates, but this counsel of perfection will not always be achieved. It is not a requirement under the Law of Property (Miscellaneous Provisions) Act 1989 or the Companies Act 2006 (although non-involvement will be a statutory requirement in some other cases, such as the making of wills). There is no need for a witness to know or be familiar with the contents

---

<sup>1</sup> Land Registry note *Executing a Document using an Electronic Signature* of 8<sup>th</sup> February 2017 contains the sentence "Indeed it is not possible for an electronic signature to be physically witnessed in the way that a pen and ink signature can.", although it states at the beginning that it does not intend to comment on the *Law Society/CLLS 2016 Practice Note* as it relates to deeds, which clearly is at odds with this statement.

<https://hmlandregistry.blog.gov.uk/2017/2/8/executing-document-electronic-signature/>

of the document and confidentiality considerations will often mean that in English practice the witness does not see the document again once it is executed and does not have any opportunity to read its contents.

These functions of a witness should not be confused with the role of an adviser familiar with the terms of the document and able to advise whether the proposed signatory should commit him or herself to it.

It should also be borne in mind that the use of a physical witness cannot rule out that the signatory is a skilled impersonator or has assumed a non-existent persona (whether in the world of ink and paper, or if the signatory and witness are looking at a computer screen), but the ways in which the witness identifies the signatory (appearance, sound of voice), together where possible with existing acquaintance, do not lose their value in the modern world. The alternatives to witnessing discussed, including the Public Key solutions and the advanced or qualified electronic signature provided for under the Electronic Identification Regulation (EU/910/2014) (the "**eIDAS Regulation**"), may also be open to fraud and in a private context can be cumbersome and expensive to use. That said, they clearly have a place in the electronic interaction between State and citizen, and if they maintain their value in proceedings in EU States after the UK leaves the EU, then the availability of qualified electronic signatures may enhance take up in international agreements with parties resident in EU countries.

### **Consultation Question 1**

*Our provisional conclusion is that an electronic signature is capable of satisfying a statutory requirement for a signature under the current law, where there is an intention to authenticate the document. Do consultees agree?*

#### Paragraph 3.87

The Committees agree with this conclusion, but question the particular choice of the words "an intention to authenticate the document". Although the definition of signature in the Electronic Communications Act 2000 (the "**ECA 2000**") up to 2016 contained language referring to authenticity, the current definitions of an electronic signature in both the eIDAS Regulation<sup>2</sup> and ECA 2000, as amended, do not. The eIDAS Regulation defines an electronic signature as "data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign" and "signatory" is defined as "a natural person who creates an electronic signature." The amended ECA 2000, Section 7(2) has a variant of this language:

"For the purposes of this section an electronic signature is so much of anything in electronic form as—

(a) is incorporated into or otherwise logically associated with any electronic communication

or electronic data; and

(b) purports to be used by the individual creating it to sign."

The ECA 2000 definition should be construed consistently with the eIDAS Regulation definition which is directly applicable law, but it should be noted that the Regulation leaves latitude to national laws as to when they recognise any electronic signature which has not been authenticated (as that term is defined in the eIDAS Regulation) as a "qualified electronic signature", so that differences in language as regards signatures generally may be given effect in national law, so long as they do not affect recognition of a qualified electronic signature.

The eIDAS Regulation defines "authentication" as an electronic process that enables the electronic identification of a natural or legal person, or the origin and integrity of data in electronic form to be confirmed; so relating the term to the electronic process by which the details of a witness might be confirmed in an electronic document, the various forms of Public

---

<sup>2</sup> Regulation(EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market.

Key solutions provided for in the Regulation and the use of other electronic verification techniques such as electronic date stamps. This Regulation will constitute retained EU law at Brexit, unless and until amended. Current law therefore has appropriated "authentication" to secondary verification of a primary signature.

We think in the light of those changes either the phrase "where there is an intention to authenticate the document" should be omitted completely or the word "authenticate" should be replaced by the word "sign". Whether the intention of the person signing is part of the requirements is more opaque with the current eIDAS Regulation definition, although we think it is a component of signing as opposed to other use of a signatory's name in electronic form, given that it is possible to write one's name on or into a document (paper or electronic) other than for the purpose of signing – e.g. to complete the section giving details of parties to an agreement (when there is a separate place for insertion of signatures of the parties) or on the cover to indicate ownership. The language of the ECA 2000 as amended tends to support this and it clarifies any uncertainty arising from the apparent circularity of the eIDAS Regulation definitions of electronic signature and signatory.

As noted at para 3.41 of the Consultation Paper, the Electronic Communications Act 2000 still uses the language of authenticity when specifying the evidential value of an electronic signature: "an electronic signature ...shall ... be admissible in evidence in relation to any question as to the authenticity of the communication or data or as to the integrity of the communication or data." The same language also applies to a third party certificate relating to such signature. It seems to us that this section does not bear on what are the components of a valid electronic signature, but how the communication or data containing an electronic signature (with or without certification) should be viewed where its authenticity is in issue. The existence of an electronic signature (as defined in the ECA 2000, as amended) is of evidential value.

## **Consultation Question 2**

*Our provisional conclusion is that the requirement under the current law that a deed must be signed "in the presence of a witness" requires the physical presence of that witness. Do consultees agree?*

Paragraph 4.57

We agree that the current law when drafted (given that it pre-dates the development of current technology) would have envisaged that the phrase "in the presence of a witness" would mean the physical presence of that witness. As the interpretation of this phrase has not yet come before the courts there is no existing case law to confirm that a physical presence is required. We expect, however, that the English courts would adopt a flexible approach should this question come before them and would be willing to interpret "in the presence of a witness" to include a person witnessing a signature by a remote technology such as a video link, Skype call or FaceTime. We would also note that the *Law Society/CLLS 2016 Practice Note* specifies best practice as ensuring the physical presence of a witness because the position is not free from doubt, but this does not derogate from the view expressed in this response. We note that there are order-making powers in the ECA 2000, s8, which may be used to facilitate the use of electronic communications. These powers have not been used to date, which is consistent with the Law Commission's view of the current situation. These do carry the possibility of amending primary legislation and allow for provisions relating to deeds, so might be useful to facilitate the use of video-link as well as physically present witnessing in a manner which would give confidence and encourage the use of electronic execution for deeds.

## **Consultation Question 3**

*We welcome consultees' views and experiences on how other jurisdictions have dealt with the cross-border dimension of electronic execution.*

Paragraph 6.19

We do not believe that there is a major problem in practice with the requirements of other jurisdictions where there is a cross-border dimension to the electronic execution of a document by a UK company e.g. because the document is to be enforced outside the UK. Although some jurisdictions may, as a matter of their own national law, require some formality to evidence that

the UK company has executed the document in accordance with the requirements of English law, those requirements would, we think, also apply where the company has executed the document non-electronically. We do not believe that the formality requirements that apply to a UK company should be overly influenced by the requirements of other jurisdictions. Our view is that the number of cases where this will be relevant is likely to be small compared to other cases. Also, in such cases, the company is more likely to take advice as to the approach it should adopt to ensure that any formality requirements of the other jurisdiction will be satisfied.

We believe that recognition of English execution abroad, by any means, may require evidence of compliance with relevant formalities. This will best be addressed by greater familiarity with the law and the use of electronic signatures, and the gradual development of English case law. While the UK remains subject to EU law with recognition of its processes in the EU (i.e. during any transitional period in the Brexit process) or if the UK were to enter into a Treaty with the EU on the use of electronic signatures which gave UK qualified electronic signatures the status they currently enjoy under the eIDAS Regulation, then the possibility of use of qualified electronic signatures where a document has EU resident parties, will remain an important consideration to assist recognition in those jurisdictions.

#### **Consultation Question 4**

*We believe that where specific provision is necessary in relation to certain types of documents (for example, to protect vulnerable parties, particularly for lasting powers of attorney), that is a matter for specific legislation or regulation, and not for the general law of execution of documents. Do consultees agree?*

Paragraph 6.41

We strongly agree with this view. See our comments in the introductory section on the purpose of a witness. Complicated witnessing provisions cannot in any event be a substitute for a person being advised of the key considerations in relation to a document, before they enter into it.

#### **Consultation Question 5**

*We consider that legislative reform is not necessary to confirm that an electronic signature is capable of satisfying a statutory requirement for a signature. Do consultees agree?*

Paragraph 7.20

Yes: this conclusion is entirely consistent with the views expressed in the *Law Society CLLS 2016 Practice Note*.

#### **Consultation Question 6**

*We provisionally propose that an industry working group should be established, potentially convened by Government, to consider practical, technical issues. Do consultees agree?*

Paragraph 7.28

We think this could be particularly helpful as regards the marrying of technical and legal considerations. Such a forum should focus on the technical rather than legal aspects associated with electronic signatures and seek to establish best practice guidelines in the use of signing platforms.

#### **Consultation Question 7**

*We provisionally propose that it should be possible to witness an electronic signature via video link and then attest the document. Do consultees agree?*

Paragraph 8.32

We agree that it would be useful to extend the concept of what is meant by the "presence of a witness" to include a witness being present and watching the signatory sign by video link or other types of remote technology. We would stress the importance of ensuring that the

technology is fit for purpose and that the remote witness has a clear and uninterrupted view of the signatory in order to properly perform the function of witnessing. See also our response to Questions 8 and 9 below.

We are not aware that having the witness physically present with the signatory is currently proving a constraint on the use of electronic execution for a document requiring one or more signatures to be witnessed. There are some technical limitations with the witnessing functionality provided by electronic signing platforms, for example where there are issues of commercial confidentiality which mean that the parties do not want a witness unrelated to the deal to have the full document sent to them, or where the identity of the witness will not be known until very close to the time when signing needs to take place. These are not problems related to the physical presence of a witness. Feedback from law firms suggests these and other limitations are impacting on the take up of these platforms. Therefore, finding a solution to these technical problems may be most effective in encouraging take-up and could be a task for the proposed industry working group.

We refer again to the powers in s8 of the ECA 2000, which may be worth further consideration in this context, if Parliamentary time allows.

### **Consultation Question 8**

*If witnessing by video link is to be permitted, how do consultees consider the witness should complete the attestation:*

*(1) Via a signing platform which the signatory and witness both log into?*

*(2) With the document being emailed to the witness by the signatory immediately after signing?*

Paragraph 8.33

We do not consider that there is any need to be prescriptive on this matter. Depending on the location of the witness and the technical signing techniques used, it may be possible for the witness to attest in the same input on the same computer using either stylus signatures or separate identifiers. Alternatively, attestation may be on a separate device to which the document has been transmitted. When there is a signing platform there would be no need to contemplate an email transmission, but there may be some more "ad hoc" electronic documents which are emailed around for signature or which are sent simultaneously to all intended signatories/witnesses for execution in counterpart. We would not favour as good practice a round robin of emails, each with an additional signature or attestation added, particularly for the creation of a deed, but would not wish to prohibit this method, despite it carrying integrity risks, if the whole document is left in amendable form so as to facilitate the addition of signatures.

### **Consultation Question 9**

*Do consultees consider that it should be possible to "witness" an electronic signature through an online signing platform in real time, without a video link or any direct communication between the signatory and the witness?*

Paragraph 8.42

While we can see that this could be an attractive proposition in some circumstances, it would depend upon the witness being able to see on screen the actions of the remote signatory. It seems a lot further removed from the purpose of witnessing, where the witness can identify the person by sight and the timbre of their voice and obtain any additional information they want (e.g. look at a passport, if they do not know the person already), not just by the fact that an identifier (stylus signature, typed name, code or simple x), purporting to be that of a named person, is appearing on the witness's screen. The risk that the courts would not regard the signatory as signing in the presence of the witness must be more substantial than with the situation envisaged in Question 8. It also could limit potential witnesses to persons to whom the parties are happy to give a copy of the entire document.

### **Consultation Question 10**

*Our view is that the witnessing and attestation requirement for electronic signatures on deeds should not be replaced with a requirement for a particular type of technology, such as a digital signature using Public Key Infrastructure. Do consultees agree?*

Paragraph 8.50

We strongly agree with this view. We believe that execution of electronic documents should follow similar methodologies as for wet ink documents where possible.

Public Key Infrastructure is cumbersome and expensive to use in private documentation and does not necessarily integrate well with use of a document platform for execution. Even with the highest (qualified) level of pre-authentication, the risk cannot absolutely be ruled out that someone other than the intended user has the signature key. While this approach may be useful for Government wishing to more certainly verify the electronic identity of people dealing with it in a way that does not involve use of a name and address, the evidentiary value of a person as a witness in the case of a dispute as to whether the purported signatory actually executed a document is likely to be at least as great as that of a third party pre-identifier, which has no involvement with the actual act of signing.

Additionally, when the UK is no longer subject to EU law (i.e. from Brexit day or the end of any transitional period) and in the absence of a Treaty with the EU on the use of electronic signatures which gave qualified electronic signatures the status they currently enjoy under the eIDAS Regulation, there will be no automatic recognition anywhere outside the UK of UK qualified electronic signatures, so one of the main advantages in international transactions of using this form of execution will be lost, unless a qualified certifier in an EU Member State can be used<sup>3</sup>.

We would rather recommend that the law that constrains the Land Registry to require advanced electronic signatures (not the highest standard) for private transactional documents is changed to allow execution with attestation by an ordinary witness in relation to the classes of documents currently covered by s52 LPA. We also hope that, regardless of the position on s52, the Law Commission's conclusions will lead the Land Registry to withdraw its observations alluded to in our General Remarks. Even if the Land Registry introduces a system that does require the use of advanced electronic signatures for such documents, this should not impinge on the execution of deeds not required to be registered with the Land Registry by other means. We think the situation with the Land Registry is an example of the unfortunate effect of over-prescription. It has set back the use of electronic documents and signatures for the execution of deeds, not only for real property documents specified in the legislation, but more generally.

We also note that although there is an ongoing concern about fraud (particularly in civil law jurisdictions within the EU) which has driven the Public Key approach, there are relatively few English cases where there are legal disputes about the identity of the contracting party, due execution by the correct contracting party or what the effect of execution in the particular form is in issue. This suggests that the law is working reasonably well.

### **Consultation Question 11**

*Do consultees think that there is a case for moving away from the traditional concepts of witnessing and attestation in the context of deeds executed electronically, allowing for electronic acknowledgement? If so:*

*(1) How should electronic acknowledgement be effected (for example, by email, telephone, text message, in person)?*

*(2) Do consultees consider that there should be a prescribed period of time (for example, 24 hours) within which:*

*(a) acknowledgement must occur after signing; and*

*(b) acknowledgement and witnessing must take place?*

*(3) How should the witness record the signatory's acknowledgement?*

---

<sup>3</sup> We understand that the political declaration in the future relationship is likely to contain a commitment to co-operation on trust and authentication services.

#### Paragraph 8.60

We have not experienced serious difficulties in obtaining physically present witnesses for the execution of time-critical commercial documents. There should therefore be no insoluble problem with non-time-critical documents, whether executed physically or electronically. We cannot therefore see that switching to this remote to-and-fro exchange (requiring three actions) would carry sufficient advantages to outweigh the disadvantage of downgrading the value of presence in a physical or video-link sense. We do not think, even as an alternative, it would be evidentially as strong.

#### **Consultation Question 12**

*Our view is that the requirement that deeds must be delivered does not impede the electronic execution of deeds in practice. Do consultees agree?*

#### Paragraph 8.70

We agree with this for the reasons stated in para 4.3(a)(ii) of the *Law Society/CLLS 2016 Practice Note*.

#### **Consultation Question 13**

*We consider that legislative reform is unnecessary and inappropriate to address the implications of the Mercury decision. Do consultees agree?*

#### Paragraph 8.83

We agree so far as electronic documents and virtual closings are concerned. If the Law Commission were to embark on a review of the law relating to deeds, it would no doubt consider whether this was an opportunity to simplify the situation.

#### **Consultation Question 14**

*Do consultees think that a review of the law of deeds should be a future Law Commission project?*

#### Paragraph 8.88

There a number of factors that suggest this would be very worthwhile, looking at considerations for both paper and electronic documentation, so as to ensure that they work in harmony. Areas for attention could include:

- Considering the concept of a deed and a specialty and how they might be simplified or combined, having regard to the role of a deed in relation to arrangements in which there is (or may be) no consideration and of a specialty in relation to the length of limitation period. See the recent case of *Liberty Partnership Ltd v Tancred* [2018] EWHC 2707 (Comm)
- A review of the fundamental question of whether deeds are needed in the 21<sup>st</sup> century (e.g. in relation to issues of limitation or lack of consideration) and, if they are, whether they should be the subject of witnessing.
- The role of a particular method of execution in emphasising the importance or special characteristics of a document.
- Corporate seals – whether they are needed and should they have a usable electronic version in line with the eIDAS Regulation. It would seem to be a criminal offence under Companies Act 2006 s 45(4) for a UK company that has a seal to use an electronic seal.

#### **Consultation Question 15.**

*We provisionally conclude that an electronic signature is capable of satisfying a statutory requirement for a signature, provided there is an intention to authenticate a document. Do*

*consultees believe that this will result in increased confidence in the legality of electronic execution in England and Wales? Is any more needed?*

Paragraph 8.93

We believe that the Law Commission's conclusions will be helpful in that regard. Work to simplify the underlying law relating to deeds would we believe be helpful in encouraging electronic execution of these documents also.

We also refer the Law Commission to our observations on the phrase "intention to authenticate" in our answer to question 1.

### **Consultation Question 16**

*What do consultees believe would be the financial value of increased confidence in the legality of electronic execution in England and Wales? For example, do consultees think there could be a reduction in transaction costs by as much as 10% to 30%?*

Paragraph 8.94

We doubt that execution costs amount to as high a percentage as 10% of the overall cost of an average transaction and the larger the transaction the smaller the relative costs.

We have to bear in mind that millions of electronic contracts, both consumer and B2B are made electronically every day, mostly relatively straightforward contracts for the sale of goods or services and that any savings for these contracts have already been achieved. It is more complex documents that are less likely to be executed electronically, even though most of those will also be simple contracts, not requiring witnessed signatures.

The value of increased confidence in electronic execution for commercial documentation of a more complex nature would lie in convenience (particularly for out of hours execution of time-critical documents). The business of managing execution may sometimes be less costly than a physical or virtual closing with wet ink signatures, but the process will certainly be quicker and more convenient. It would be a real value to extend this convenience more comprehensively to deeds and other documents that require witnessing.

Where highly prescriptive methods of electronic execution have been chosen (land) there is currently no use of electronic execution, demonstrating the value of flexibility<sup>4</sup>.

### **Consultation Question 17**

*Do consultees agree that the Law Commission's proposal to establish an industry working group, to consider practical, technical issues, would:*

*(1) provide benefits such as reduced transaction costs? If so, how much?*

*(2) provide non-monetary benefits? If so, what benefits?*

Paragraph 8.95

We support the proposal, but think that the main benefits would be in a better marriage of technology with legal requirements. There are several document platforms competing for business in relation to management of electronic documentation execution and greater acceptance would be likely to increase competition, which generally reduces costs.

### **Consultation Question 18**

*We have canvassed several options for electronically executing deeds without the physical presence of a witness. We welcome evidence from consultees on the benefits (for example, reduced delays in completing transactions) or costs which might result from:*

*(1) the capacity to execute deeds electronically without the physical presence of a witness; or*

---

<sup>4</sup> The Land Registry does accept contracts signed electronically for noting on the Register according to its website, so there may be some use in a purely contractual context, but they are not acceptable for the main purposes of the land registration system.

*(2) any or all of the specific options for electronically executing deeds described above, namely via video link, signing platform, or acknowledgement.*

Paragraph 8.96

We can see the advantage of video-link witnessing, particularly if there was a reason to want the same witness (e.g. a lawyer) for several signatories. As regards the other methods, not having experienced significant difficulties in finding physical witnesses at relatively short notice, we cannot say that the other proposals necessarily have advantages. We believe that the impediments to electronic execution of documents where a signature must be witnessed are not related to difficulties in finding a suitable witness at relatively short notice (see General Remarks and response to question 7).

If you have any queries about this response, please contact Kevin Hart at the City of London Law Society in the first instance.

**City of London Law Society**

© CITY OF LONDON LAW SOCIETY 2018

All rights reserved. This paper has been prepared as part of a consultation process.  
Its contents should not be taken as legal advice in relation to a particular situation or transaction.

### **Composition of Working Group**

This response has been prepared by a joint working group comprising:

Dorothy Livingston, Herbert Smith Freehills LLP (Chairman, CLLS Financial Law Committee and Chair of Working party)

David Pudge, Clifford Chance LLP (Chairman, CLLS Company Law Committee)

Richard Calnan, Norton Rose Fulbright LLP (Member, CLLS Financial Law Committee)

Vanessa Knapp, Independent (Member, CLLS Company Law Committee)

Martin Webster, Pinsent Masons LLP (Member, CLLS Company Law Committee)

Patrick Speller, CMS Cameron McKenna Nabarro Olswang LLP (Member, CLLS Company Law Committee)

Richard Ufland, Hogan Lovells LLP (Member, CLLS Company Law Committee)

And co-opted members:

George Gooderham, Linklaters LLP

Emma-Louise Wilson, Slaughter and May

Rhiannon Singleton, Slaughter and May

Jessica Walker, Clifford Chance LLP

Juliet McKean, Clifford Chance LLP

Megan Skipper, Norton Rose Fulbright LLP

Julie Farley, Herbert Smith Freehills LLP

Rachael MacKay, Herbert Smith Freehills LLP