



## **CHARLOTTE MEARS**

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## **BIOGRAPHY**

Charlotte is a Senior Associate in BCLP's Construction Disputes team and is based in London. She has a particular focus on construction and engineering claims and disputes, with experience of working on complex international arbitration and construction disputes across a number of areas (including energy, oil and gas and mixed use property).

Charlotte worked in BCLP's Singapore office between 2016 and 2019. She has also spent time in BCLP's Abu Dhabi and Hong Kong SAR offices.

Charlotte's practice is a balance of international arbitration and domestic litigation. Her arbitral experience includes disputes subject to the ICC, DIAC, LCIA, CIMAR, SIAC and UNCITRAL rules. Her recent domestic instructions include:

- cladding and fire-stopping defect claims, where the financial and reputational implications are significant;
- Covid-19 related force majeure and change of law claims; and
- “live” advice in relation to major UK-based infrastructure/development projects.

## ADMISSIONS

- England and Wales

## RELATED CAPABILITIES

- Construction Disputes
- Litigation & Dispute Resolution
- Real Estate

## RELATED INSIGHTS

Insights

Aug 25, 2022

### **Cladding and fire safety: more reaction to Martlet v Mulalley**

Martlet Homes Ltd v Mulalley & Co Ltd is the first decision from the TCC on fire safety defects following the Grenfell Tower tragedy. This decision is highly significant for the construction industry, given the number of similar cases which are either progressing through the courts or at the pre-action stage. Although the judge emphasised the fact-specific nature of the dispute, this decision provided some insight on the court’s likely approach to some of the significant issues that affect cladding disputes. This blog considers some of the key takeaways from that decision in further detail.

Insights

Mar 25, 2021

### **Limitation periods for breach of contract claims: where to begin?**

On the face of it, the law of limitation seems fairly straightforward. The law in England and Wales specifies that anyone bringing a breach of contract claim has six years from the date of the breach in which to do so. This period is extended to 12 years from the breach of contract if the contract has been executed as a deed. But what happens when a provision such as the one below is added into the mix? Does this work to extend the limitation period? If not, what exactly does this provision, which I’ll refer to as the Proposed Clause, mean?

Insights

Sep 04, 2019

### **Biting off more than you can chew: no oral modification and entire agreement clauses**

The Court of Appeal recently considered the application of, and relationship between, no oral modification (NOM) and entire agreement clauses. While this was not a construction case (the appeal in question concerned a contract for the provision of dental services), both types of clause are commonly included in construction contracts. The judgment also restates a number of rules of contractual interpretation, which serve as a useful reminder, and perhaps a warning, of the potential pitfalls when seeking to administer and vary contracts.