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The effects of sanctions on contracts and international arbitrations

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Parties with potential sanctions exposure and their contractual counterparties must be alive not only to the relevant sanctions regimes for any particular transaction, but also to the unique challenges presented by the arbitration of disputes involving sanctions or sanctioned persons.

This chapter gives an overview of effects that sanctions (including trade and financial sanctions) can have on contracts and international arbitrations.

It focuses principally on effects that sanctions can have on parties' obligations under contracts and points that can, in turn, become contentious when disputes about those effects are submitted to arbitration, based on our experience.

For illustrative purposes, we discuss the potential effects of sanctions on contracts governed by English law (Section 1) and on international contracts for the sale of goods to which the UN Convention on Contracts for the International Sale of Goods ("**CISG**"), an instrument incorporated in almost 100 national laws, applies (Section 2).[1]

After addressing many arguments that can become the subject of substantive disputes in arbitrations about sanctions issues, we then provide an overview of some of the other ways in which the application or potential application of sanctions can impact international arbitration procedures at virtually every stage (Section 3).

1. The effect of sanctions on contracts under English law

Unsurprisingly, the starting point in assessing the effect of sanctions on contracts governed by English law will be to consider their terms – and how far those terms may capture the situation that has arisen.

As discussed below, there is a range of contract provisions that can be triggered in case of sanctions, such as, notably, specific sanctions clauses (1.1) and *force majeure* clauses or other similar provisions (1.2). Depending on the terms agreed, there may also be scope for the application of the English-law doctrine of frustration and the concept of supervening illegality (1.3).

1.1 Sanctions clauses

As sanctions have grown more widespread in recent years, parties to international commercial contracts

have increasingly looked to agree specific sanctions clauses designed to allocate the risks that arise as clearly as possible – particularly in transactions with some nexus to jurisdictions, sectors or persons attracting a risk of sanctions (*e.g.*, where particular relevant countries are the target of geographical sanctions regimes or counterparties are themselves designated persons).

The precise terms of such clauses are crucial in assessing the impact of sanctions on the contract, especially in view of the complex and rapidly evolving nature of the sanctions landscape.

Much can depend on the exact categories of sanctions restrictions caught by the provision(s), and disputes often arise where there is uncertainty as to the types of sanctions covered. The potential pitfalls can be seen from the *Lamesa Investments v Cynergy Bank* litigation. In that case:

- The Court of Appeal considered a contract governed by English law including a standard clause, used in numerous facility agreements by international banks, providing that the bank in question (Cynergy) would not be in breach of its payment obligations if it could show that it had not paid particular sums "*in order to comply with any mandatory provision of law, regulation or order of any court of competent jurisdiction*".[2]
- The question facing the Court was whether this clause would capture a failure by the bank to pay certain sums to its counterparty due to its wish to comply with US secondary sanctions legislation that was not directly binding on the bank but that created the risk of a sanction or penalty for the bank if it made payments under the contract – as distinct from a scenario where the bank did not pay sums in order to comply with a statute that was "*mandatory*" in the sense that it directly bound the bank and required it not to pay the sums in question.[3]
- The Court considered that, while there was some potential ambiguity, the plain meaning of the standard clause was that the bank could be excused from payment only if non-payment was mandated or required by a statute, regulation or order directly binding on the bank.[4]
- However, the Court ultimately found that the broader context for this standard clause supported an interpretation that the bank could rely on US secondary sanctions legislation to excuse performance. The Court emphasised that (1) "[o]*ne of the risks facing international banks was that they would be faced with the problem of dealing with the prospect of US secondary sanctions*", and (2) in reality, given the terms of an EU regulation treating US secondary legislation as imposing a "*requirement or prohibition*" with which EU parties were required to comply, an EU bank such as Cynergy could not ignore US secondary sanctions legislation, as its business could end up being substantially disrupted if it did so, even if it was not *bound* to comply with that legislation.[5]
- In view of the clause's ambiguity, the Court could have found differently. Without dissenting, Arnold LJ indicated his "*doubts*" about the Court's conclusion in light of the language of the clause.[6] This case therefore highlights the importance of carefully drafted sanctions clauses and the risk of disputes where such provisions are not sufficiently comprehensive or clear in scope.

In considering whether sanctions clauses are triggered, another issue that can frequently lead to disputes in practice is the (often complex) question of whether sanctions invoked by a particular party are actually applicable to or affect a party to the contract. As one example, there has been substantial recent English litigation on the issue of whether particular UK sanctions were actually applicable to particular persons, turning on the complex assessment of whether they were "*controlled*" by a designated person, such that they are themselves caught by UK sanctions (under Regulation 7 of the Russia (Sanctions) (EU Exit) Regulations 2019).[7] Such uncertainty as to the application of the legislation at issue can give rise, in turn, to uncertainty as to whether and to what extent contractual provisions governing situations where sanctions are applicable are triggered.

Given the significant potential uncertainty and scope for litigation in relation to these clauses, it is important to make as clear as possible in drafting them when they may be invoked and exactly what remedies are

then available; *e.g.*, whether a contract is terminated or suspended (in whole or in part), how any financial consequences are to be borne, and/or how accrual of interest on suspended payments is to be handled.

In light of the wide variety in the drafting of such clauses, careful consideration of the precise terms used is crucial in the event of disputes, as these may leave substantial room for argument.

1.2 *Force majeure* clauses

Another way in which parties frequently seek to allocate risks of events such as sanctions or other government interventions affecting their contracts is through *force majeure* provisions.

Under English law, *force majeure* is not a term of art (unlike, for example, under French law), but is rather a creature of contract; the requirements to be met to invoke *force majeure* will depend on precisely what the parties agreed. Thus:

- The results of the relevant event will depend on the terms of the relevant agreement. Depending on the nature of the contract, the parties may agree that specified events, such as the applicability of sanctions, may entitle one or both of the parties to cancel the contract, to be excused from performance (in whole or in part), or to suspend or delay performance.
- Such provisions may potentially capture sanctions in various ways, whether by expressly identifying them as *force majeure* events or using general language covering, *e.g.*, events preventing the performance of a party's obligations that are beyond the reasonable control of either party.

Considerable care is required in drafting such provisions, as otherwise there can be significant room for disputes as to their scope. For example, the inclusion of a number of specific examples of *force majeure* in a particular clause can frequently lead to argument that any more general language should be interpreted in the context of the clause as a whole and understood in a more limited fashion.

There are a number of further issues regarding the wording of *force majeure* clauses that can often be crucial in practice (and in disputes) in assessing whether a party is entitled to rely on a sanction or sanctions as a *force majeure* event excusing it from performance or delaying its obligation to perform.

Notification requirements: For a start, *force majeure* provisions often require a party wishing to rely upon them to notify the other party of the occurrence of a *force majeure* event within a particular period. In some cases, depending on the construction of the clause at issue, failure to comply with the notification procedure can mean that the protection under the clause is not available (*i.e.*, if the notification procedure is a condition precedent to the protection).[8] To minimise such risks, it is thus advisable strictly to follow the requirements of the *force majeure* provisions at issue.

Reasonable endeavours obligations: Another frequent requirement under *force majeure* clauses is that a party invoking such clauses must use reasonable efforts to avoid, overcome or mitigate the alleged *force majeure* event. In case a party wishes to invoke sanctions as a *force majeure* event under such a clause, this may require it to show that it has made reasonable efforts to obtain an exemption from the sanctions that it invokes (to the extent one is available).

The extent of the obligations arising under such provisions has recently been addressed by the Supreme Court in its 2024 decision in *RTI Ltd v MUR Shipping BV* (a case concerning sanctions).

The Court clarified that an obligation in a *force majeure* clause to exercise reasonable endeavours to overcome a *force majeure* event does not require a party to accept an offer of non-contractual performance from the other contracting party to overcome the effects of the specified event.

In that case, MUR had invoked a *force majeure* clause in the parties' contract, suspending performance on the basis that RTI would likely be prevented from making contractual payments in US dollars after its parent company was sanctioned by the US government.[9] RTI offered to: (1) make payments to MUR in Euros, which could then be converted into US dollars by MUR's bank; and (2) indemnify MUR for any loss that it suffered as a result. MUR rejected this offer and suspended performance. RTI then sued MUR

for breach of contract, arguing that MUR was not permitted to suspend performance, since MUR had not exercised reasonable endeavours to overcome the *force majeure* event at issue. The Supreme Court ultimately accepted that MUR was entitled to invoke the *force majeure* clause because, absent express wording indicating otherwise, a reasonable endeavours obligation did not require acceptance of an offer of non-contractual performance.[10]

Proof of causation in some cases: The terms of some *force majeure* clauses can also require a party invoking a *force majeure* event to establish that it was the event invoked that caused the failure to perform or delay in performing – and that it would otherwise have been ready, willing and able to perform the obligations at issue.

This was the result in a case about a *force majeure* provision excusing a party from failure to perform its obligations "*resulting from*" a *force majeure* event and requiring that the event invoked must "*directly affect the performance of either party*".[11] Thus, if a party to a contract including a clause with language of this kind invokes the effect of sanctions to seek to excuse its failure to perform, it may well be required to prove that that was the cause of its failure to perform its obligations if it is to rely on the provision.

Impact required for *force majeure* to be invoked: Finally, the question of whether a party may be able to rely on *force majeure* provisions to excuse it from performance due to sanctions can depend on the precise impact that the *force majeure* event is required to have for the provisions to be triggered. For example, a requirement that a particular event must "*prevent*" a party from performing its obligations is typically a higher standard to meet than a requirement that an event "*hinder*" a party from performance, a word that may have a wider scope.[12]

In sum, whether a party is entitled to invoke a *force majeure* clause in case of sanctions potentially affecting performance of a contract will depend heavily on the construction of the specific terms of that contract.

1.3 Frustration and supervening illegality

Another way in which sanctions may affect contracts governed by English law is if they may trigger the application of the doctrine of frustration.

The doctrine of frustration is of narrow application, and the English courts have repeatedly made clear that it is not lightly to be invoked to relieve contracting parties of the normal consequences of their commercial bargains.[13]

The doctrine is applicable only where changed circumstances occur after formation of the contract that make it impossible to fulfil the contract or transform the obligation to perform into a radically different obligation from that undertaken at the moment of entry into the contract. The House of Lords formulated the test as follows:

> "*Frustration of a contract takes place when there supervenes an event (without default of either party and for which the contract makes no sufficient provision) which so significantly changes the nature (not merely the expense or onerousness) of the outstanding contractual rights and/or obligations from what the parties could reasonably have contemplated at the time of its execution that it would be unjust to hold them to the literal sense of its stipulations in the new circumstances.*"[14]

It is thus rare for the doctrine to be applicable where parties have included provision in their contract for the events at issue (*e.g.*, in *force majeure* or sanctions clauses). That is because it can apply only where there has been a significant change to the contractual obligations reasonably contemplated, which means that, where the parties have specifically provided for the events at issue in their contract, it is unlikely that there will have been any such significant change.

Nonetheless, depending on the precise terms agreed by parties in their contracts, there are established categories of cases in which the doctrine can apply that may be relevant where sanctions apply. Most notably, the doctrine may be applicable:

- in cases involving a subsequent change in English law affecting a contract, provided that the conditions for the doctrine's application set out above are met;[15]
- in cases of supervening illegality under English law, where the performance of a contract becomes unlawful for one party due to a change in law after contract execution (or as a result of a change in circumstances that makes something that was previously lawful unlawful);[16] and
- in the context of international contracts, in cases of supervening illegality under a foreign law. Specifically, where performance of a contract governed by English law becomes illegal under the law of the place of performance, the contract will not be enforced.[17] A party relying on frustration on this basis must generally show that the illegality covered the whole of the period within which performance was due.[18]

However, the doctrine is one that has potentially drastic consequences and is not to be invoked lightly.

That is because the legal consequence of frustration is to bring the contract at issue to an end immediately and automatically, releasing both parties from any further performance of the contract.[19] This may not always be a party's desired outcome.

The financial consequences of such an outcome can also be complex. In most cases, the Law Reform (Frustrated Contracts) Act 1943 (the "**Act**") determines what claims can be made.[20] In overview:

- Section 1(2) of the Act entitles a contracting party to recover money paid to the other party in pursuance of the contact before the frustrating event and relieves such a party of the obligation to pay sums that were payable before the frustrating event but which had not been paid. However, if the other party has incurred expenses of its own, a court or tribunal may allow it to retain some or all of the sums paid or payable to it, up to the amount of the expenses that it has incurred.
- Section 1(3) of the Act covers the situation where any party has, as a result of anything done by the other party performing the contract, obtained a valuable benefit (other than payment of money) before the time of discharge. In that scenario, the other party may recover a sum up to the value of the benefit obtained, taking into account: (1) the amount of expenses incurred by the benefitted party for the purposes of performing the contract, including any sums recoverable under section 1(2) of the Act; and (2) the effect, in relation to the benefit obtained, of the circumstances giving rise to the frustration of the contract.[21]

In view of the limited circumstances in which the doctrine may apply and its significant consequences, careful consideration is required as to whether invoking the doctrine is the best course of action in handling a situation created by particular sanctions.

1.4 Conclusion

In cases where sanctions affect or may affect the performance of a contract governed by English law, the survey of relevant principles of English law above emphasises how far the precise terms of the contracts at issue will determine the effects of particular sanctions on those contracts. Thus, where disputes arise in this context, a strong arbitration/disputes strategy will need to integrate a careful consideration of these terms and advice of sanctions specialists.

2. The effect of sanctions on contracts to which the CISG applies

In cases of sanctions affecting international contracts for the sale of goods, one set of potentially relevant principles that may be relevant is set out in the CISG.

The CISG sets out uniform rules for the international sale of commercial goods, governing contract formation and the rights and obligations of sellers and buyers of goods.[22] It generally applies to transactions between parties whose places of business are in different countries, where either (1) both

countries are parties to the CISG, or (2) the rules of private international law lead to the application of a law of a contracting state to the treaty.[23]

The CISG is regularly applicable in international disputes and international arbitrations concerning the sale of commercial goods. That is because 97 States are party to the CISG, and the CISG has entered into force in 96 different States (which do not include the UK).[24]

In considering the potential impact of sanctions on international contracts to which the CISG applies, there is an interplay between (1) the general principles set out in the CISG, and (2) the specific terms agreed by the parties in their contracts – not dissimilar to the interrelation discussed above under English law between (1) specific *force majeure*/sanctions provisions agreed by parties, and (2) the doctrine of frustration.

Considering general principles first, Article 79 of the CISG is a provision that may be relevant where sanctions affect the ability of a party to perform its obligations under a contract for the sale of goods.

Article 79(1) of the CISG provides that "[a] *party is not liable for a failure to perform any of his obligations if he proves that the failure was due to an impediment beyond his control and that he could not reasonably be expected to have taken the impediment into account at the time of the conclusion of the contract or to have avoided or overcome it or its consequences*".

The remaining provisions of Article 79 set out other terms governing the scope of this exemption and the requirements for a party invoking it, namely that:

- the exemption applies only (1) as a defence from liability for a claim for damages, and (2) for the duration of the existence of the impediment at issue (such as sanctions);[25] and
- a party who fails to perform must give notice to the other party of the impediment and its effect on his ability to perform.[26]

While economic and other sanctions may be "*impediments*" under Article 79, the threshold for the application of Article 79 is a high one. As the leading commentary on the CISG notes, "[t]*he provision's drafting history, systematic placement and wording imply that such an exemption should be considered only under very narrow conditions*", such that, "*even though, in practice, parties have repeatedly attempted to invoke Article 79 for exemption, they only very rarely succeeded*".[27]

In arbitration cases where sanctions are invoked as an "*impediment*" under Article 79, one relevant consideration is often whether the party affected has taken any steps to challenge or seek an exemption from the sanctions at issue. If not, it can be difficult for that party then to show that it "*could not reasonably be expected … to have avoided or overcome* [the impediment] *or its consequences*", as required under Article 79(1) of the CISG.

In practice in arbitrations in which there is a dispute as to whether particular sanctions justify the application of Article 79, there are often substantial disputes as to whether and to what extent sanctions invoked by a particular party are applicable to that party or to the contract(s) at issue, such as to justify finding them to be an "*impediment*".

More generally, a party's ability to rely on Article 79 of the CISG will depend on the specific terms agreed in their contracts governing the risk of unforeseen circumstances. That is because Article 6 of the CISG provides that "[t]*he parties may exclude the application of* [the CISG] *or … derogate from or vary the effect of any of its provisions*".

Where parties have agreed specific *force majeure* provisions in their contracts, these may well, depending on their precise terms, have the effect of derogating from or excluding the effects of Article 79. As Professor Lookofsky explains in his commentary on the CISG, "[n]*ot uncommonly, an express* force majeure *clause in the contract will be interpreted as a modification of (or supplement to) the Article 79 default rule*".[28] This is also reflected in the case law on the CISG. For example, in one case, the International Commercial Arbitration Court of the

Ukrainian Chamber of Commerce found that: (1) "*Article 79 CISG has the character of a 'force majeure clause'*"; and (2) the contract at issue "*contained other provisions on force majeure than those found in Article 79(1) CISG*", such that, in accordance with Article 6, the "*provisions of the contract should prevail over Article 79(1)*".[29]

However, this will all depend heavily on the precise terms agreed by the parties in their contracts. Just as under English law, those terms are crucial in assessing the effects of sanctions on contracts governed by the CISG, and any arbitration/disputes strategy must take account of the interplay between those precise terms and the sanctions framework.

3. Other effects and potential effects of sanctions on arbitrations

In arbitration cases with a "sanctions element", sanctions are typically not only part of the subject matter of the dispute, but also raise issues that permeate the procedure at every stage, typically requiring closely coordinated advice from arbitration and sanctions specialists.

Indeed, arguments by reference to sanctions have even been raised at the outset to challenge the very basis for any arbitration: the parties' arbitration agreement.

In arbitrations seated in numerous jurisdictions, sanctioned parties have raised arguments that the introduction of sanctions justifies the termination or amendment of the parties' arbitration agreement.

For example, in the English case *Barclays Bank v VEB*, the defendant, a Russian state development bank that was a designated person under UK sanctions, relied on the doctrine of frustration (discussed above) to argue that the parties' arbitration agreement should be terminated.[30] The basis argued was that the sanctions introduced made performance of the agreement radically different from that undertaken initially, as VEB's access to justice had been impeded, due to: (1) alleged difficulties with securing legal representation; (2) alleged problems paying legal fees and LCIA fees; and (3) the inability of witnesses/party representatives to attend any hearings in person.[31]

The Court rejected those arguments on the facts, finding that VEB had failed to establish that it would not have access to adequate legal representation, that it could not make payments, or that it could not participate adequately in hearings remotely.[32]

Based on the authors' experience, comparable arguments have been raised on a number of occasions without success by Russian parties in arbitrations seated in other jurisdictions, *e.g.*, in Swedish-seated arbitrations in reliance on section 36 of the Swedish Contracts Act (which allows for a contract term to be modified or cancelled in light of, *inter alia*, subsequent changed circumstances).

Even aside from arguments of this kind, the reality of cases involving a "sanctions element" is that that element requires careful consideration and management at every stage. As just a few examples:

- **Commencing arbitration**: In arbitrations administered by an arbitral institution, sanctioned parties may need to obtain licences from relevant authorities to make payments to the institution (for institutional and arbitrators' fees) that are required to commence proceedings. Such parties may well need to allow further time to meet these requirements, including to ensure that they bring any claims before the expiry of applicable limitation periods. Similar issues with delays can arise in *ad hoc* arbitrations (ones that are not administered by an arbitral institution), as arbitrators may need to obtain licences to accept payment of fees, depending on the jurisdiction.
- **Pursuing the arbitration**: Parties affected by sanctions typically need to ensure that any licences are maintained and renewed throughout the case to pursue proceedings. In some cases, recalcitrant respondents attempt to use sanctions requirements to attempt to avoid or delay arbitration proceedings by refusing to pay, or delaying in paying, their share of arbitrators' fees and/or advances on costs – leaving claimants with the decision of whether to pay the respondent's share to keep proceedings moving.

- **Appointment of the tribunal**: In some cases, arbitrators may require a licence to act as an arbitrator, which can result in delays. While in the EU and the UK acting as an arbitrator is generally exempted from sanctions regimes such that a licence is not required, that is not the case in all jurisdictions. For instance, in the US, the Office of Foreign Assets Control has not issued formal guidance on the application of sanctions to arbitrators, such that arbitrators may need to request a licence to engage in the arbitration and accept payment of funds.
- **Issues of enforceability of awards**: One of the grounds on which an arbitral award may typically be set aside at the seat of the arbitration is if it is contrary to the public policy of the seat. Similarly, a ground on which recognition and enforcement of an arbitral award may typically be denied is if it is contrary to the public policy of the country where recognition and enforcement are sought. In this light, it is important for parties to consider with their counsel to what extent compliance with particular sanctions may form part of the public policy of relevant jurisdictions, as this may be relevant to the enforceability of the award.
- **Practical issues with enforcement of awards**: Even where there is no issue with the enforceability of an arbitral award, there may still be practical issues with the enforcement of the award in a country that has imposed sanctions, for example if relevant assets against which enforcement is sought are frozen or transfers of funds are prohibited without a licence.

In this context, a proper arbitration strategy in cases involving such issues requires careful consideration of sanctions issues with appropriate specialist advice at almost every step.

Endnotes

1 We do not address in this chapter the effects of sanctions on contracts governed by other national laws or the ways in which sanctions may give rise to investment-treaty arbitration claims.

2 *Lamesa Investments Limited v Cynergy Bank Limited* [2020] EWCA Civ 821, paras 17, 21 and 24 (*per* Sir Geoffrey Vos) (emphasis added).

3 *Lamesa Investments Limited v Cynergy Bank Limited* [2020] EWCA Civ 821, paras 31–33.

4 *Lamesa Investments Limited v Cynergy Bank Limited* [2020] EWCA Civ 821, paras 34–36.

5 *Lamesa Investments Limited v Cynergy Bank Limited* [2020] EWCA Civ 821, paras 43–44.

6 *Lamesa Investments Limited v Cynergy Bank Limited* [2020] EWCA Civ 821, paras 49 and 54.

7 *Mints & Others v PJSC National Bank Trust & Another* [2023] EWCA Civ 1132; *Litasco SA v (1) Der Mond Oil and Gas Africa SA (2) Locafrique Holding SA* [2023] EWHC 2866 (Comm).

8 *See, e.g., Johnson Matthey Bankers Ltd v State Trading Corp of India* [1984] 1 Lloyd's Reps. 427.

9 *RTI Ltd v MUR Shipping BV* [2024] UKSC 18.

10 *RTI Ltd v MUR Shipping BV* [2024] UKSC 18, paras 35–48.

11 *Classic Maritime Inc v Limbungan Makmur Sdn Bhd and another* [2019] EWCA Civ 1102.

12 *Crawford and Rowat v Wilson Sons & Co* (1896) 12 T.L.R. 170.

13 *See, e.g., Canary Wharf (BP4) T1 Ltd v European Medicines Agency* [2019] EWHC 335 (Ch), para. 24.

14 *National Carriers Ltd v Panalpina (Northern) Ltd* [1981] A.C. 675 at 700 (*per* Lord Simon) (emphasis added).

15 *Baily v De Crespigny* (1869) L.R. 4 Q.B. 180.

16 *Metropolitan Water Board v Dick, Kerr & Co Ltd* [1918] A.C. 119.

17 *Ralli Bros v Compania Naviera Sota y Aznar* [1920] 2 K.B. 287.

18 *Ross T Smyth & Co (Liverpool) Ltd v WN Lindsay (Leith) Ltd* [1953] 1 W.L.R. 1280.

19 *Hirji Mulji v Cheong Yue SS Co Ltd* [1926] A.C. 497 at 505.

20 However, Section 2(5) of the Act provides that it does not apply to four types of contract: (1) certain charterparties; (2) a contract for the carriage of goods by sea; (3) insurance contracts; and (4) contracts for the sale of specific goods that perish.

21 Law Reform (Frustrated Contracts) Act 1943, s. 1(3).

22 The CISG does not address issues regarding the legality of particular contracts, which are left to be determined under relevant national laws.

23 Article 1(1) of the CISG.

24 *See* https://uncitral.un.org/en/texts/salegoods/conventions/sale_of_goods/cisg/status (last accessed on 9 March 2025).

25 CISG, Articles 79(5) and (3), respectively.

26 CISG, Article 79(4). If a party does not give notice within a reasonable time, it may be liable for any damages resulting from its failure to give notice.

27 *Schlechtriem & Schwenzer: Commentary on the UN Convention on the International Sale of Goods (CISG)*, 5th ed. (2022), p. 1370 (emphases added).

28 J. Lookofsky, *Understanding the CISG*, 6th ed. (2022), Chapter 6, p. 161.

29 Case 1405: CISG Ukraine: International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry 218/2011, p. 11.

30 [2024] EWHC 1074 (Comm) at paras 38–39.

31 *Ibid*. at paras 43–44.

32 *Ibid*. at paras 45–51.

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Charlie is a Partner at Carter-Ruck and spearheads its leading sanctions practice. He also maintains a wider focus on international law, commercial and media disputes.

Charlie maintains a pioneering practice in international and domestic sanctions. He advises clients on administrative and judicial challenges before various tribunals, including the authorities and courts of the UK, EU, US and UN; as well as on sanctions compliance and representation before regulators and licensing authorities including OFSI. His sanctions cases often test new rules and legislation, establishing important principles of law, and they frequently allow him to also call upon his experience in media and reputation management law to further protect his clients' interests.

This (amongst other) work has led to Charlie being ranked as a sanctions law expert by *Chambers and Partners*, where he is credited with being a 'truly super sanctions specialist' and an 'immediate port of call for any client with sanctions issues'. It has also led to him being highlighted as a recommended lawyer in *The Legal 500*, where he is referred to as a 'go-to individual for this work' who provides 'exceptional advice in often very difficult circumstances'.

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