



## PRESIDENT'S CUP 2026

Negotiation is a consensual method of reaching agreement, including but not limited to resolving disputes. For a negotiation to produce a result, each side needs to be in a position to compromise. This means having clear instructions about what is critical to your client, and what can be “traded” in the interests of achieving other goals. Consequently, it is important not only to know what your own client’s goals are, but also to identify, as far as you can, what the goals of the other side are.

If there is nothing to be traded, then the negotiation is unlikely to achieve a result other than the parties walking away, unless one party is prepared to concede entirely to the other’s demands. Even when a negotiation breaks down, however, important information may have been shared.

### Learning outcomes and competences

Negotiation is an important skill for both contentious and non-contentious lawyers. SQE2 applicants are tested on negotiation<sup>1</sup> and pupil barristers<sup>2</sup> are expected to have exposure to negotiation in practice.

The BSB’s and SRA’s competence statements set out useful lists of the components of effective negotiation practice:

| Professional Statement for Barristers, 1.7 <sup>3</sup>                                                                                                                                            | Statement of Solicitor Competence, B.6 <sup>4</sup>       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <i>Negotiate effectively</i>                                                                                                                                                                       | <i>Negotiate solutions to clients' issues, including.</i> |
| They will be able to recognise the strengths and weaknesses of the client’s case and that of all other parties and to seek an outcome by negotiation which is in the best interests of the client. |                                                           |

<sup>1</sup> Solicitors Regulation Authority, ‘SQE2 Assessment Specification’ (SQEWebsite, August 2026) <<https://sqa.sra.org.uk/exam-arrangements/assessment-information/sqe2-assessment-specification>> accessed 17 September 2026.

<sup>2</sup> BSB, ‘The Bar Qualification Manual’ (Bar Standards Board, 2025) <<https://www.barstandardsboard.org.uk/training-qualification/bar-qualification-manual-new.html?part=&q=negotiation>> accessed 17 September 2026, 3.15ff.

<sup>3</sup> Bar Standards Board, ‘The Professional Statement for Barristers’ (Bar Standards Board, September 2016) <<https://www.barstandardsboard.org.uk/static/0279b209-dab6-40c9-a554af54994e2566/bsbprofessionalstatementandcompetences2016.pdf>> accessed 17 September 2026.

<sup>4</sup> Solicitors Regulation Authority, ‘Statement of Solicitor Competence’ (Solicitors Regulation Authority, 9 August 2022) <<https://www.sra.org.uk/solicitors/resources/continuing-competence/competence-statement/>> accessed 17 September 2026.

| Professional Statement for Barristers, 1.7 <sup>3</sup>                          | Statement of Solicitor Competence, B.6 <sup>4</sup>                        |
|----------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| Barristers should:                                                               |                                                                            |
| a) Identify in so far as possible all parties' interests, objectives and limits. | a. Identifying all parties' interests, objectives and limits               |
| b) Develop and formulate best options for meeting the client's objectives.       | b. Developing and formulating best options for meeting parties' objectives |
| c) Present options for resolution cogently.                                      | c. Presenting options for compromise persuasively                          |
| d) Recognise, evaluate and respond to options presented by the other side.       | d. Responding to options presented by the other side                       |
| e) Develop appropriate compromises consistent with the client's instructions.    | e. Developing compromises between options or parties                       |
| f) Bring the negotiation to an appropriate conclusion.                           |                                                                            |

## Some suggested reading resources

Coburn C, 'Negotiation Conflict Styles' (Harvard University, No date)

<<https://hms.harvard.edu/sites/default/files/assets/Sites/Ombuds/files/NegotiationConflictStyles.pdf>> accessed 17 September 2026

Fisher R and Ury W, *Getting Past No: Negotiating With Difficult People* (Random House Business 1992)

Fisher R, Ury WL and Patton B, *Getting to Yes: Negotiating Agreement Without Giving In* (3rd Revised ed, Penguin Books 2011)

Harvard Law School, 'Welcome to the Teaching Negotiation Resource Center' (*PON - Program on Negotiation at Harvard Law School*, 2022) <<https://www.pon.harvard.edu/store/>> accessed 17 September 2026

Shonk K, 'Principled Negotiation: Focus on Interests to Create Value' (*PON - Program on Negotiation at Harvard Law School*, 30 June 2026) <<https://www.pon.harvard.edu/daily/negotiation-skills-daily/principled-negotiation-focus-interests-create-value/>> accessed 17 September 2026

Simpson A, 'Junior Lawyer's Skillset: The Art of Good Negotiation' (*LexisNexis blogs*, 10 December 2019)

<<https://www.lexisnexis.co.uk/blog/in-house/successful-lawyer-s-skillset-the-art-of-good-negotiation>> accessed 17 September 2026

*The Harvard Principles of Negotiation* (Directed by EPM, 2022) <<https://www.youtube.com/watch?v=9UpkaF8PINI>> accessed 17 September 2026

## The First Round

For this first round of the competition, you will need to prepare and submit a written negotiation plan. At this stage, you are **not** acting for one party or the other. You are considering the fact pattern and setting out in writing the issues you have identified as requiring negotiation and the structure and tactical approach to be taken to the negotiation meeting.

Your plan may be in any format you like (subject to what we say about a declaration at the bottom of this page), but you should consider the following points:

1. **Issues and information**

What do you think are the issues that will need to be negotiated? What further information will each party need from the other? What questions do you think need to be asked to draw that further information out of the other party?

2. **Objectives**

What do you think are the parties' objectives? What concerns do you think each party may have?

3. **Strengths and Weaknesses**

What are the likely bargaining strengths for each party and, conversely, what are the potential weaknesses?

4. **Negotiation Meeting**

How do you plan to conduct the negotiation meeting itself? What issues will you discuss and in what order of priority?

Plans will only be accepted for the competition if they contain the following declaration:

"I declare that this negotiation plan is my own work and I understand that it may be checked for plagiarism.

I also declare that I have not used generative AI in creating this negotiation plan. OR I also declare that I have used the following generative AI product [*complete as relevant*] in creating this negotiation plan and for the following purposes only: [*complete as relevant*]

I understand that this is a factor that may be taken into account by the judges.

[*signed*] [*date*]"

## First Round assessment criteria

Plans will be marked by a panel, each of whom will give a mark out of 50 distributed between the following factors:

- Issues and information
- Objectives
- Strengths and weaknesses
- Meeting arrangements
- Writing style and presentation

## Information For Both Parties

The Swedish Lighthouse Trust (the Trust) is a long-established community-oriented charity with a focus on young people. It owns a former department store in Mansfield. It runs a community centre with four meeting rooms, an auditorium/gallery space and a café on the ground floor. The first and second floors have been converted into ten separate flats for care-experienced young people, with one flat allocated to a supervisor employed by the Trust to provide support to the occupants. The Trust has recently bought the building next door to its current premises and has funding to convert this into five artists' workshops and a library, and to extend the café. The funding will also cover converting the upper floors of the new building into six additional flats and upgrading the existing flats. The Trust has strong principles around social justice and environmentalism and is looking for a building contractor aligned with its values. It is aware that, at present, its budget for the project is comparatively tight, but expects that some additional funding might be available over the next two years. It would like the café to continue operations during the works and hopes not to have to temporarily relocate the existing residents.

BrighterGround Construction Ltd (BrighterGround) is an East Midlands based building company with significant expertise in residential, retail and office refitting work. It was established in 1897 and is still in the ownership of the Bright family. It did not do the original fitting out work for the Trust's building: that company has gone out of business. BrighterGround advertises its corporate values as including sustainability and involvement with the local community. It is known for its apprenticeship scheme and its social media presence by which it publicises its projects and community activities. It would expect to use its trusted specialist sub-contractors for the café and the accommodation and its own employees for other parts of the project.

All regulatory issues – e.g. planning permission, health and safety, building regulations etc. – have already been negotiated and so need not appear in your plan. Similarly, relevant surveys on the condition of both buildings have been obtained and are available to both parties: the condition is generally good in both cases.

The trustees of the Trust and executives from BrighterGround have arranged a meeting to iron out the terms of a contract for BrighterGround to be the main contractor for the refitting project.