Adjudication and Payment Dispute Resolution

Key Insights to Adjudication and its Significance for Payment Disputes in Construction Contracts

28 June 2018 • SINGAPORE

Industry Experts

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International Arbitration, Construction & Projects

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Centre Director
Singapore International Mediation Centre

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**Adjudication and Payment Dispute Resolution**

**Industry Experts**

**Shannon Tan Yu Inn**  
Partner, Rajah & Tann Singapore LLP  
International Arbitration, Construction & Projects

Shannon is a partner with the firm’s Construction Projects practice group. Shannon’s areas of practice include various contentious as well as non-contentious work in the area of building and construction law – the focus of her practice more than 10 years.

Shannon’s main area of practice is dispute resolution. She is regularly engaged in court litigation, international arbitration, adjudications proceedings under the Building and Construction Industry Security of Payment Act (SOPA), expert determinations and mediations. She has been involved in a broad spectrum of civil and commercial disputes and has developed a niche in infrastructure as well as energy sector disputes. Apart from being an advocate/ counsel, she also adjudicates disputes when she sits as an arbitrator from time to time.

Apart from contentious work, with a view to providing her clients with comprehensive legal advice as well as a means of combining the extensive commercial and technical knowledge gained from her work in dispute resolution, Shannon is also involved in various non-contentious work in the area of building and construction law. She has been involved in the drafting and review of construction and engineering contracts and is familiar with the various local and international standard form contracts (eg. the PSSCOC, SIA, NEC, FIDIC etc).

Shannon has acted for a broad range of clients including developers, contractors, sub-contractors, specialist contractors, suppliers and government bodies. She has represented clients from many jurisdictions, including Singapore, Indonesia, Maldives, People’s Republic of China, the Middle East and India. Shannon has been recognised in the Singapore Business Review “Singapore’s most influential lawyers aged 40 and under” list for 2016.

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**Hazel Tang Bik Kwan**  
Centre Director  
Singapore International Mediation Centre

Hazel is an accredited mediator in Singapore and Shanghai and is also an arbitrator with leading arbitration institutions.

Hazel is currently with the Singapore International Mediation Centre, and part of her role involves raising awareness in the region about formulating effective dispute resolution strategies using mediation.

Prior to joining the Singapore International Mediation Centre, Hazel was a partner in the international arbitration and construction practice group with a leading Singapore law firm with a regional presence, and was also based in China for a period. Hazel regularly conducted seminars, conferences and in-house trainings for multinational companies, and statutory bodies on risk prevention and management in the region.

Her focus has been on assisting businesses to effectively manage resolve disputes. Hazel’s experience in practice spans across the spectrum of litigation, arbitration, adjudication, negotiation and mediation.
Adjudication and Payment Dispute Resolution

About the Event

The oft-quoted phrase “Cash-flow is the lifeblood of the construction industry” was made by the late Lord Denning in a series of English Court of Appeal decisions in the 1970s. Close to 50 years later this phrase still rings true and to ensure that the cash keeps flowing the “adjudication” mechanism was introduced in Singapore via the Building and Construction Industry Security of Payment Act (SOPA) enacted in 2005.

Whilst the adjudication regime exists to aid stakeholders, it is only useful to the extent that stakeholders understand how to properly utilise the SOPA regime to their advantage to enforce and protect their rights. Issues of computation of timelines in relation to claims / responses as well as the formalities to be complied with are common pitfalls encountered by parties. These common pitfalls demonstrate that a good understanding of the SOPA regime is crucial to the proper administration of ongoing projects and consequently cash flow.

Also, it bears reminder that adjudication whilst important, is not necessary the end of the matter. Stakeholders should also be cognisant of the effect of an adjudication determination, how to deal with an adverse determination and to consider the alternatives in the context of the parties’ chosen contractual dispute resolution method.

The aim of this full day seminar is to give stakeholders some practical tips, with reference to actual case studies, to avoiding potential pitfalls in managing projects and claims in the context of the adjudication regime in Singapore.

Review of actual case studies to understand application of the regime in a practical context will be included.

How would you Benefit from the Event?

- Understand the adjudication regime in Singapore
- Understand contractual adjudication clauses
- Practical and tactical tips in preparing a payment claim and a payment response in anticipation of adjudication
- Consider the various types of claims that can be made in adjudication proceedings (eg. variations, prolongation, etc)
- Prepare in advance the strategies that you may adopt in adjudication proceedings
- Understand the court’s role in enforcing or setting aside an adjudication determination

Industries that will benefit from the course

All companies involved in the supply of services and goods in the building and construction industry (for both private as well as public sector projects). Main contractors, sub-contractors, specialist sub-contractors, suppliers and consultants.

Job titles that will benefit from the course

Contract Managers, Project Managers, Site Managers/ supervisors, Quantity Surveyors, Consultants, Engineers, Legal Counsel and anyone with a key role to play in assessment as well as submission of payment claims and responses from this companies should attend.

Event Program

Registration and coffee starts at 0900 daily. The course begins at 0930 sharp and ends at 1700. Lunch and refreshments will be provided for all attendees during the event.

Introduction and overview
- The Adjudication Regime and its objective
- Relevant statutory provisions
- Importance of the regime in the Singapore context – why it cannot be ignored
- The dual track regime in Singapore – Statutory and Contractual
- An overview of standard form clauses (PSSCOC, SIA, Redas etc)

Payment Claims
- The timing of a payment claim is crucial
- Preparation of a payment claim - details and supporting documents
- Compliance with statutory and contractual formalities
- Claims that may or may not be included in adjudication
  - variations, retention, prolongation
  - final account and repeat claims

Payment Responses
- Timing and contents of the response
- Strategy – reasons and alternatives
- When should you object to the validity of a payment claim?
- Validity of possible counterclaims: set off, liquidated damages, damages for defects
- When should you object to the validity of a payment claim?

The Adjudication
- When does the right to adjudicate arise?
- The application, response and process
- What should be properly included in an adjudication application
- What can be included in an adjudication response
- When can you object to the jurisdiction of the Adjudicator

What happens after an Adjudication Determination has been rendered
- Enforcing an adjudication determination
- Is it possible to seek a review or set aside an Adjudication determination?
- The steps involved in a review or setting aside
- The court’s role in the process

Managing conflicts throughout the project: Developing an effective risk management strategy
- How it all fits: Adjudication, Court Litigation, Arbitration, Mediation.
- Mediation: what is it, when to go for it, and how to prepare for it?
- 3-Step Risk Management Strategy in Construction Projects: Prevention, Management, Resolution.

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ADJUDICATION AND PAYMENT DISPUTE RESOLUTION

28 June 2018
HDB Centre of Building Research, Woodlands

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My registration code is: DTS-03

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- Individual: $5,400

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