MANAGING CONTRACTUAL AND LEGAL RISKS THROUGHOUT THE LIFE OF A CONSTRUCTION PROJECT

ABOUT THE EVENT

Business relationships and in particular contractual relationships will always have the potential to create many risks. This is especially so in the context of construction projects where there are multiple parties and various contractual/legal relationships at play. The effective management of risks can protect businesses from avoidable losses. Managing contractual risks is all the more critical in today’s competitive economic climate and a fundamental part of managing contractual risks requires having the skills and knowledge to identify as well as reduce these risks.

In order to identify contractual/legal risks one must understand the obligations under the contract and the risks associated with those obligations. Only with such understanding can one take the appropriate steps to prevent these risks from materialising.

Whilst there is a multitude of contractual issues and disputes that can occur in the course of a construction contract, in this full day seminar, we hope to focus on helping participants recognise often over-looked key contractual and legal risks.

The 1-day seminar aims to discuss on the following critical areas:

- Formation of the contract, the roles and responsibilities of the parties under the contract and in law, reducing your exposure to risks under the contract
- Typical claims requirements for variations and extensions of time, potential liability for liquidated damages and under performance bonds
- How the Building and Construction Industry Security of Payment Act (SOPA) affects the administration of payment claims
- The parties’ rights and liabilities in the event the construction contract is terminated, the legal course available to an aggrieved party

Please refer to page 3 for course details!

This is an event not to be missed!

Join us today!

PANEL LAWYERS FROM RAJAH & TANN SINGAPORE LLP ARE:

- Shannon Tan Yu Inn
  Partner
  Rajah & Tann Singapore LLP
- Hazel Tang
  Partner
  Rajah & Tann Singapore LLP
- Thea Raman
  Senior Associate
  Rajah & Tann Singapore LLP

WHAT PAST DELEGATES SAY ABOUT PANEL OF SPEAKERS FROM RAJAH AND TANN

“Excellent speakers”
CPG Facilities Management Pte Ltd

“Straight forward and relevant experience especially quoting case studies”
MOH Holdings

“Good!”
China Construction (South Pacific) Devt Co. Pte Ltd

“Good! Well-verse on topic of discussion. All speakers have conducted their sessions well”
Northcroft Lim Consultants Pte Ltd

“Overall is good!”
Surbana International Consultants Pte Ltd

“Presentation materials are informative!”
HDB BRI

“Interesting topics”
CPG Facilities Management Pte Ltd

“Very good and knowledgeable”
Jurong Consultants

“Great speaker. Clear/logical presentation”
Samwoh Corporation
MANAGING CONTRACTUAL AND LEGAL RISKS THROUGHOUT THE LIFE OF A CONSTRUCTION PROJECT

ABOUT THE SPEAKERS

Shannon Tan Yu Inn
Partner
Rajah & Tann Singapore LLP

Shannon is a partner in Rajah & Tann LLP’s International Arbitration and Construction Projects practice group.
Shannon’s areas of practice include various contentious as well as non-contentious works in the areas of building and construction law, mining contracts, oil and gas contracts, concession agreements, employment issues as well as insurance. She has acted for a broad range of clients including developers, contractors, architects, sub-contractors, specialist contractors, suppliers, MCSTs and government bodies. She has represented clients from many jurisdictions, including Singapore, Indonesia, Maldives, People’s Republic of China, the Middle East and India.

On the contentious front, Shannon has been involved in a broad spectrum of civil and commercial disputes both in court litigation as well as in arbitration, with a particular focus on disputes relating to infrastructure and long term mining/gas supply contracts. She has also acted as counsel in several adjudication proceedings under the Building and Construction Industry Security of Payment Act (SOPA). Shannon also sits as an arbitrator and is on the Singapore International Arbitration Centre (SIAC) reserve panel.

On the non-contentious front, Shannon has been involved and is also familiar with the drafting and review of construction and engineering contracts. She is familiar with the various standard form contracts such as the PSSCOC, SIA, NEC, FIDIC etc.


Hazel Tang
Partner
Rajah & Tann Singapore LLP

Hazel Tang is a partner in Rajah & Tann Singapore LLP’s International Arbitration and Construction Projects practice group. Hazel’s areas of practice encompass a wide range of contentious and non-contentious work in the areas of construction, engineering and infrastructure projects in the region.
Hazel has advised clients over a broad range of issues such as risk mitigation in construction projects, recovery of outstanding payment in major construction projects, joint venture disputes, shareholders’ disputes and employment matters. Hazel has also effectively represented clients in arbitration, litigation, adjudication and mediation proceedings in disputes in oil and gas projects, power plants, mining operations and major construction projects such as airport terminals, condominiums in the region.

Thea Raman
Senior Associate
Rajah & Tann Singapore LLP

Thea is a senior associate in Rajah & Tann LLP’s International Arbitration and Construction Projects practice group. Thea’s areas of practice include various contentious as well as advisory works in the area of building and construction law and is particularly familiar with the adjudication process provided for under the Building and Construction Industry Security of Payments Act.
She has acted for and advised a broad range of clients including developers, specialist contractors, and government bodies from various jurisdictions including Singapore, Indonesia, Korea, Vietnam, and Morocco. A considerable number of the disputes she has been involved in have been highly technical, involving specialist works.
She has represented and advised her clients in civil and commercial disputes in both court and arbitration, and is particularly familiar with SIAC and ICC administered arbitrations. Thea also regularly appears in the Supreme Court of Singapore and is familiar with the processes involved in applications for urgent injunctive relief, particularly in the area of applying for and resisting injunctions to restrain demands on performance bonds.

Register with us today!
1-DAY SEMINAR PROGRAM

Registration and coffee starts at 8:30am daily. The course begins at 9:30 sharp and ends at 17:00. Lunch and refreshments will be provided for all attendees during the seminar.

09.30 TO 11.00
THE CONSTRUCTION CONTRACT [SHANNON]

Formation of the contract, the roles and responsibilities of the parties under the contract and in law, reducing your exposure to risks under the contract

- Contract formation: how does a legally enforceable contract come about?
- Managing the tender process: key terms to take note of
- Allocation of risks between the parties
  - Outsourcing contract works/services (passing the risks to subcontractors/vendors)
  - Dealing with foreign entities (i.e., guarantees)
  - Indexation of contracts: contract escalation
- Obligations of the employer and contractors
  - Express terms and Implied terms (e.g., fitness for purpose, duty to warn)
  - The Seaview case and the defence of “independent contractor”: What it means for consultants and architects.

11.15 TO 12.45
ISSUES THAT ARISE DURING THE WORKS/SERVICES [THEA]

Typical claims requirements for variations and extensions of time, potential liability for liquidated damages and under performance bonds

- Instructions vs directions: is there a difference?
- The importance of contract “Notice provisions” (e.g., claims for variations, extensions of time): timelines and other requirements
- Liquidated Damages clauses:
  - Operation of LD clauses: How to ensure that it is not thrown out for being a “penalty”
  - Early notification of EOT/prolongation claims during the course of the works
  - Sufficient substantiation of EOT claims
  - Clear documentation and records
  - Reducing the exposure to damages for delays
- Loss and expense, disruption, prolongation claims
- Performance guarantees/bonds: When can you call on them and what are the consequences? What should you do if your guarantee/bond is called upon?

14.00 TO 15.30
PROGRESS CLAIMS FOR PAYMENTS [SHANNON]

How the Building and Construction Industry Security of Payment Act (SOPA) affects the administration of payment claims

- The SOPA and its effect on the timelines for progress payments and certification for payment in a construction contract.
- Payment claim: The important elements of a payment claim, supporting documents
- Payment response: The importance of a sufficient response and the consequences of not responding
- What is Adjudication and how can it help speed up recovery of payments under a construction contract

15.45 TO 17.00
BREACH OF CONTRACT AND DISPUTES [HAZEL]

The parties’ rights and liabilities in the event the construction contract is terminated, the legal course available to an aggrieved party

- What constitutes a breach of contract?
- Do you have the right to stop work if you are not receiving payments on time?
- Termination and the consequences under standard form contracts (e.g., PSSCOC).
- When and how should you pursue your rights when a dispute arises
  - When - Limitation periods
  - How - Adjudication, mediation or litigation/arbitration - Do you have a choice?
- What kinds of losses can be pursued and the effect of limitation of liability clauses

Coach pick up to Woodlands MRT Station @ 17.30

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REGISTRATION FORM
MANAGING CONTRACTUAL AND LEGAL RISKS
THROUGHOUT THE LIFE OF A CONSTRUCTION PROJECT

28 October 2016
HDB Centre of Building Research, Woodlands

TRAINING COURSE PRICES

My registration code is: DTS-03

INDIVIDUAL REGISTRATION (Standard Price) $5 400

GROUP REGISTRATION (Price after team discounts)

Group of 3 $1 140 (save $5 60)
Group of 5 $1 800 (save $5 200)
Group of 8 $2 720 (save $5 480)

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Once you have completed, signed and sent this training registration form to K2B International, we will email you a delegate welcome pack. You will receive the hotel’s booking form in this pack which you can fax to the hotel to reserve your room at a discounted rate.

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