

7 November 2014, Friday, 2pm to 5.30pm
(Registration starts at 1.30pm)

Venue: Concorde Hotel, Studio 1 & 2
100 Orchard Road S238840

(Session 1)
SOP (Dialog): Pitfalls and Common Problems

(Session 2)
**Interaction between alternative
Dispute Resolution Mechanisms to resolve
construction disputes**

Distinguished Speakers



Chow Kok Fong

Christopher Chuah



Edwin Lee

Naresh Mahtani



Program

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| 1.30pm | Registration |
| 2.00pm | Opening Address by Co-Chairmen
- Peter Chua , President, Singapore Institute of Building Limited
- Stephen Wong , Council Member, Singapore Institute of Surveyors and Valuers

SOP (Dialog): Pitfalls and Common Problems
- Christopher Chuah , Partner, WongPartnership LLP;
- Edwin Lee , Partner, Eldan Law LLP

<u>Moderator: Chow Kok Fong</u> |
| 3.30pm | Tea Break cum Networking |
| 4.00pm | Interaction between alternative Dispute Resolution Mechanisms to resolve construction disputes
- Naresh Mahtani , Partner, Eldan Law LLP |
| 5.00pm | Questions & Answers Session
Panelists: Peter Chua
Stephen Wong
Chow Kok Fong
Christopher Chuah
Edwin Lee
Naresh Mahtani |

Enjoy 5% discount
for Group (5 or more)
Registration

Who Should Attend

- Architects ➤ Consultants ➤ Contract Managers ➤ Contract Administrators ➤ Developers
- Engineers ➤ Project Managers ➤ Quantity Surveyors ➤ Sub-Contractors ➤ Insurers
- Management Corporation Representatives ➤ Arbitrators ➤ Arbitration Council

Jointly Organized by:



Session 1

Synopsis

In this discussion, we will address the common pitfalls faced by claimants when seeking to activate the adjudication process under the Building Construction Industry Security of Payment Act ("the SOP Act"). We will also look into the situation for respondents who receive payment claims, and what they can do especially when they are ambushed by a claim. Issues that will be discussed include:

- Is there a fixed date for service of payment claims? What happens when the payment claim is served out of time?
 - How can variations be properly claimed under a payment claim, and how will they be defeated?
 - Can retention be claimed under a payment claim even if the completion certificate or maintenance certificate is not issued?
 - Can a retention clause allowing for the release of payment only after the maintenance certificate is issued be an unlawful "pay-when-paid" clause?
 - How can prolongation claims and claims for loss and expense be challenged?
 - Can a payment claim/ response be served by email?
 - What are the defences to mount when ambushed with an adjudication application?
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Moderator



Chow Kok Fong spent more than 35 years leading organisations, companies and project management teams managing large and complex commercial, real estate, airports and other infrastructure projects. His corporate appointments include that of CEO of Changi Airports International Ltd, Managing Director (International) of Capitaland Commercial Ltd, Director of Projects in City Developments Ltd, Executive Director of Guthrie GTS as well as Chief Executive and General Manager in the Constructions Industry Development Board (now BCA).

Mr Chow has received more than 220 appointments as arbitrator, mediator and adjudicator in respect of disputes arising from building, constructions, infrastructure and real estate matters. Several of these matters involve dispute sums in excess of \$100 million. Mr Chow is also the Founding President, Society of Project Managers (1996-1999) and Chairman of the Society of Construction Law (2005-2007).

He has authored 13 books on construction law, joint ventures and the economics of the construction industry including the Law and Practice of Construction Contracts (now in the two-volume 4th Edition 2012), Security of Payments and Construction Adjudication (now in its 2nd Edition 2013) and Construction Contracts Dictionary. On 1 November 2013, he was conferred the Singapore Academy of Law Merit Award for contributions to the development and advancement of Singapore law.

Panelist



Christopher heads the Infrastructure, Construction & Engineering Practice and is a Partner in the China Practice. His main areas of practice encompass both front-end drafting/advice and construction disputes, both litigation and arbitration. He is a leading light in the field of building and construction law and has authored various books on this subject. He is one of the General Editors of the Singapore Construction Adjudication Review.

Christopher has acted as leading counsel in numerous reported landmark cases on construction law including acting for Kimly Construction Pte. Ltd. in a successful claim against the sub-contractor arising from the collapse of a tower crane at the National University of Singapore; a Singapore-listed construction company involved in a payment dispute with the owner of Park Regis Singapore and in proceedings involving an application for injunction to restrain payment of a performance bond; and a developer defending claims for defects in common property, brought by the Management corporation of an upmarket condominium in Singapore. He has also acted for subcontractors, main contractors and developers in numerous arbitration disputes both domestic and international.

Session 1 (cont'd)

Panelist



Edwin is one of the founding partners of Eldan Law LLP. Practising for close to 20 years, Edwin has argued both major courtroom disputes and arbitrations. Apart from his active legal practice, Edwin is also an Adjunct Assistant Professor with the National University of Singapore. He also lectures for the Building and Construction Authority on construction law.

Edwin is an accredited adjudicator with the Singapore Mediation Centre, and a member of the Construction Adjudication Accreditation Committee, which oversees the selection and assessment of adjudicators. He is extremely familiar with the adjudication regime, having acted as Counsel in numerous adjudications. He has also sat as both Adjudicator and Review Adjudicator to hear adjudications and adjudication reviews. He successfully acted for the claimant in the landmark Court of Appeal decision in *Lee Wee Lick Terence v Chua Say Eng* [2012] SGCA 63. Subsequent High Court cases on adjudication s which he has also successfully argued include *Australian Timber Products v A Pacific* [2013] SGHC 56 and *Mansource v Citiwall* [2014] SGHC 87.

Edwin is the author of *Building Contract Law in Singapore*, 2nd Edition, a co-author of *Law & Practice of Injunctions in Singapore*, co-author of *Confidentiality in Arbitration*, and one of the general editors of the annual *Singapore Construction Adjudication Review*.

Session 2

Synopsis

This session will examine the co-relationships, interactions and dove-tailing between SOP Adjudications, Arbitration, Litigation, Mediation and Expert Determination for the fair and effective resolution of construction disputes.

Speaker



Naresh has been in active legal practice for 30 years, in dispute resolution and in regional and international construction and oil and gas projects as counsel as well as arbitrator and adjudicator in various cases in Singapore and the region. He was Chairman of the Society of Construction Law, Singapore (2006-2008) and is currently the Hon. Secretary of the Singapore Institute of Arbitrators. Amongst his other past appointments, he was a founding partner of ATMD Bird & Bird LLP; and is currently a Partner with ELDAN Law LLC, with an active practice in dispute resolution and construction projects.

He is a Fellow of the Singapore Institute of Arbitrators and the Chartered Institute of Arbitrators, as well as an Arbitrator on the panel of arbitrators of various arbitral institutions. As an accredited Adjudicator and a mediator with the Singapore Mediation Centre, he has been appointed as adjudicator and mediator in substantial construction adjudications and cases.

Naresh was the key draftsman of the new Singapore Institute of Architects (S.I.A) Rules for Expert Determination which were launched in 2011 and is a one of the trainers at the annual Expert Determination training programs run by S.I.A. He has a keen interest in "New ADR" for more efficient and progressive means of resolving disputes to be used in conjunction with more established procedures such as arbitration and adjudication.

CPD Credit

SISV, QS Division, & AIQS = **4 CPD Points**
PEB = **3 PDUs**
BOA-SIA = **2 CPD Points**



Public CPD Points : **3**
Practice Area: Alternative Dispute Resolution
Training Level: Advanced

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REGISTRATION FORM

Closing date for registration: **31 October 2014**

(Session 1) SOP: Pitfalls and Common Problems ☆ (Session 2) Interaction between alternative Dispute Resolution Mechanisms to resolve construction disputes

Date: 7 November 2014

Time: 2pm to 5.30pm

Venue: Concorde 2, 3rd Level (Lobby Level) Concorde Hotel, 100 Orchard Road S238840

Fees/Category (includes seminar notes and refreshments. No GST)

★ S\$120.00 SISV; SIBL and SI Arb members & staff of SISV Member firms

★ S\$150.00 CIJC members (ACES, IES, REDAS, SCAL, SIA, SPM); members of AIOB, AIQS, CIOB, RICS, SGBC and SCL

★ S\$180.00 Non Members

Enjoy 5% discount
for Group (5 or
more) Registration

Name of Participants

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1						
2						
3						
4						
TOTAL AMOUNT PAYABLE S\$						

*Please state SISV / MemFirm / ACES/ IES/ REDAS/ SCAL/ SIA/ SIBL / SPM/ AIOB/ AIQS/ CIOB/ BoA/ SCL/ RICS / SGBC/ SI Arb or Non Member

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Crossed cheque payable to **"Singapore Institute of Arbitrators"**. Please indicate your name, company and date of seminar on the back of the cheque.
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Notes

Registration is on a first-come-first-served basis. Registration by fax or email will only be accepted upon receipt of payment. **Confirmation of registration will be given via email or fax. No cancellation is allowed once registration is confirmed.**

Fees paid are not refundable under any circumstances. This will also apply to participants who are unable to attend on that day. However, substitution can be made in writing at least 3 days before the seminar. In the case of a non-member substituting a member, the non-member will have to pay the fee difference.

The Organizer reserves the rights to change the programme or cancel the seminar as may be necessary. Every effort will be made to inform participants in the seminar of any cancellation and full refund will be made to participants.