

THE SWEET & MAXWELL CONSTRUCTION LAW CONFERENCE 2010

BUILD ON YOUR KNOWLEDGE OF CURRENT
AND RECENT DEVELOPMENTS

Friday 22nd October 2010

THE BLOOMSBURY HOTEL, 16-22 GREAT
RUSSELL STREET, LONDON WC1B 3NN

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HIGHLIGHTS INCLUDE:

- Controlling litigation costs – keynote address by Lord Justice Jackson
- Dealing with current problem areas in procurement law
- Effective dispute resolution
- Emerging issues in expert evidence
- NEC Contracts
- International arbitration clauses

CHAIR:

Paul Darling QC, Keating Chambers

KEYNOTE SPEAKER:

Lord Justice Jackson

SPEAKERS:

Hear from a wealth of leading experts in the construction law field, with speakers from:

- Keating Chambers
- Fenwick Elliott
- Atkin Chambers

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FRIDAY 22ND OCTOBER 2010

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This comprehensive one day conference will provide you with full coverage of current and recent developments in construction law.

You will be guided through the issues and receive practical guidance from a panel of expert construction law practitioners, with the opportunity to participate in discussions and raise your own questions for clarification.

A COMPLETE UPDATE IN ONE DAY

- Controlling litigation costs – hear from Lord Justice Jackson on the impact of the Jackson Report
- The increasing use of NEC contracts – what does this mean for you and how exactly do they work in practice?
- Current issues in procurement law – practical advice and updates from the courts
- International arbitration clauses – the key elements, including law governing procedure and enforcement, choice of institutional rules or ad hoc and institutional standard form clauses
- Dispute resolution – adjudication, ADR and the latest from the courts
- Emerging issues in expert evidence – experts' independence, duty to the court and the role of the judge, and liability of experts and immunity

TAKE ADVANTAGE OF A FIRST CLASS CONFERENCE

- Address a wide range of topical issues in construction law and practice in just one day of your time
- Get up to date with in-depth analysis of the latest legislative developments and key case law
- Gain from practical guidance and advice from leading construction law experts
- Receive clarification from the experts, and get direct answers to your queries
- Spend a day networking with your peers in the construction sector
- Earn 6 CPD hours accredited by the SRA/Bar Standards Board

BENEFIT FROM A COMPREHENSIVE

09.00 REGISTRATION AND COFFEE

09.30 CHAIR'S WELCOME

Paul Darling QC, Keating Chambers

09.45 NEC CONTRACTS

This form of contract is being used ever increasingly, including in the Private Sector – what does this mean and how does it work?

- Mutual trust and cooperation
- The time bar clause
- Prospective and retrospective assessment

David Thomas QC, Keating Chambers

- Common amendments made by employers – justification and impact
- Effective contract management – what does this mean for the team?

Julie Stagg, Fenwick Elliott

10.45 QUESTIONS AND ANSWERS

10.50 MORNING COFFEE

11.15 DEALING WITH CURRENT PROBLEM AREAS IN PROCUREMENT LAW: PRACTICAL ADVICE AND UPDATES FROM THE COURTS

- When does a change to an existing contract give rise to a new award?
- Developments since *Presstext*
- Documents and disclosure - the back to basics approach of the TCC
- Is there such a thing as commercial confidentiality anymore?

Sarah Hannaford QC, Keating Chambers

Jeremy Glover, Fenwick Elliott

12.15 QUESTIONS AND ANSWERS

12.20 LUNCH

13.15 KEYNOTE ADDRESS: CONTROLLING LITIGATION COSTS

Lord Justice Jackson

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COMPREHENSIVE PROGRAMME OF TOPICS

13.30	THE KEY ELEMENTS OF AN INTERNATIONAL ARBITRATION CLAUSE <ul style="list-style-type: none">• Choice of law• Selection of the seat of the arbitration• Law governing procedure and enforcement• Number of arbitrators• Choice of institutional rules or ad hoc• Institutional standard form clauses <p><i>Richard Harding QC</i>, Keating Chambers <i>David Robertson</i>, Fenwick Elliott</p>
14.30	QUESTIONS AND ANSWERS
14.35	EFFECTIVE DISPUTE RESOLUTION ON CONSTRUCTION AND ENGINEERING PROJECTS <ul style="list-style-type: none">• Dispute Avoidance and Resolution and ADR• Adjudication: the latest legislation and case law update• Arbitration: How can it be cheaper and faster?• Litigation in the Technology and Construction Court: cheaper and faster?• Recent trends and “best bets” in dispute resolution <p><i>Victoria Russell</i>, Fenwick Elliott <i>Nicholas Baatz QC</i>, Atkin Chambers</p>
15.35	AFTERNOON TEA
15.50	EXPERT EVIDENCE: EMERGING ISSUES <ul style="list-style-type: none">• What does independence mean?• Can an expert ever be truly independent?• Potential problems with experts who advise separately from proceedings• Duty to the court and the role of the judge• Liability of experts and immunity <p><i>David Streatfeild-James QC</i>, Atkin Chambers <i>Jonathan Selby</i>, Keating Chambers</p>
16.50	QUESTIONS AND ANSWERS
16.55	CHAIRMAN’S CLOSING REMARKS
17.00	CLOSE OF CONFERENCE

Please note that the programme is subject to change without notice

BOOKING FORM

020) 7393 7589 OR EMAIL

HEAR FROM THE EXPERTS

Nicholas Baatz QC is a specialist in domestic and international litigation and arbitration in the construction, engineering and infrastructure, IT and telecommunications, energy and natural resources, transport and professional negligence sectors. He has handled many high-profile, high-value, complex matters representing a variety of clients. Internationally, Nicholas has acted in numerous arbitrations under varying rules in relation to disputes arising out of projects all over the world.

Paul Darling QC has established a formidable reputation as an advocate in all types and levels of tribunals all over the world, with expertise ranging across all areas of construction and engineering law. He also regularly advises on both non-contentious and contentious aspects of bespoke and standard terms of building and engineering contracts.

Jeremy Glover’s experience, both at home and abroad, stretches across the whole life of a project from procurement to all forms of dispute resolution. He is the lead editor of *Building Contract Disputes: Practice and Precedents* and the co-author of *Understanding the FIDIC Red Book: a clause by clause commentary*. He is an accredited Adjudicator and is secretary of the London and South Region of the Adjudication Society.

Sarah Hannaford QC specialises in construction, engineering and energy disputes with a particular focus on procurement law. She regularly advises and appears on behalf of Government bodies, local authorities and industry clients. Sarah has been involved in many of the leading procurement cases. She is described in the legal directories as a leader in the fields of Construction and EU Procurement.

Richard Harding QC specialises in construction and engineering disputes arising out of major projects in the UK and Middle East. He appears as counsel in the English Courts and in international arbitrations, and is also regularly appointed as an arbitrator in international matters. He is the current and founder Chairman of the Society of Construction Law in the Arabian/Persian Gulf, and is the Middle East co-ordinator for the ICC Task Force on the enforcement of foreign arbitration awards.

Lord Justice (Rupert) Jackson has been a Lord Justice of Appeal since 2008. In January 2009 he was asked by the Master of the Rolls to undertake a comprehensive review of civil litigation costs. He produced a major Preliminary Report in May 2009, and the final report was formally published in January 2010. He is a member of the Judicial Steering Group on implementation of the review.

David Robertson has a wide range of experience advising public and private sector clients in contentious and non-contentious matters, mainly relating to construction, energy and infrastructure projects. David has advised clients in a range of large international arbitration matters including arbitrations under ICC, ICSID, UNCITRAL and ad hoc rules. David has also advised clients in disputes and on a wide range of international law issues, both in the UK and around the world.

Victoria Russell’s contentious work focuses on litigation, arbitration and adjudication claims for a wide range of clients. She is a Technology and Construction Solicitors Association-registered adjudicator and a member of the adjudicator panels of a number of construction industry organisations. She is also a Centre for Effective Dispute Resolution-accredited mediator with extensive experience in alternative dispute resolution. A number of Victoria’s cases in the High Court and in the Court of Appeal have been reported.

Jonathan Selby specialises in Construction and Engineering, Energy and Professional Negligence claims (architects, engineers, surveyors and valuers) and has written several articles on expert witness immunity. Jonathan has extensive knowledge of all forms of contracts including the JCT and NEC standard forms. Jonathan is often instructed to act for clients through the adjudication process and to represent clients at mediation. Jonathan is an accredited adjudicator.

Julie Stagg specialises in construction law and advises on non-contentious matters for a broad range of clients. Her experience includes advising on procurement structures, risk profiles, tendering procedures, drafting and negotiating building contracts and construction due diligence for investment purposes. Julie has some knowledge of EU procurement and is also familiar with Public and Private Partnership arrangements.

David Streatfeild-James QC’s practice covers domestic and international arbitration and litigation in the construction and civil engineering fields with a particular emphasis on large, high value, legally, factually and technically complex cases. He is also frequently engaged in energy-related projects and on behalf professional advisors. In addition to his experience as an Advocate he is frequently appointed as an Arbitrator.

David Thomas QC’s expertise lies in construction, engineering, energy, technology, related professional negligence, insurance and general commercial work. He has been consistently recommended by leading legal publications such as Chambers and Partners and the Legal 500. David enjoys leading the team in litigation and arbitration and working with clients and experts on strategy and detailed preparation. He is an experienced mediator and mediation advocate.

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FRIDAY 22ND OCTOBER 2010

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