

SPM WEBINAR SERIES 2022/1

Construction Arbitration: Recent Updates & Developments

19 January 2022, Wednesday
3pm to 6pm
ZOOM

Attendees will be awarded 4 CPD points by SPM

About the speaker, Ms Yvonne Foo



YVONNE FOO is a construction lawyer based in Singapore, working alongside contractors on construction projects in Singapore, South-East Asia and the Middle East. She is a partner in the construction and engineering practice group of Singapore-based law firm, Harry Elias

Partnership LLP, and is also a Fellow of the Chartered Institute of Arbitrators and an Associate Mediator at the Singapore Mediation Centre.

Yvonne is experienced in handling large-scale and complex construction arbitrations involving international parties.

Having practised and spent a significant period of time in the Middle East, Yvonne developed a keen appreciation of the differences between civil and common law approaches, and among stakeholders coming from various cultural backgrounds. She also takes a particular interest in internationally used contract forms such as the FIDIC.

Yvonne speaks regularly on issues of construction law and international arbitration, and has contributed to book publications on these topics, including the recently published "FIDIC Contracts in Asia Pacific: A Practical Guide to Application".

Who Should Attend?

Developers, Project Managers, Architects, Engineers, Quantity Surveyors, Contract Managers and Contractors.

Topic:

Recent Updates & Developments on Construction Arbitration

Synopsis of Topic:

1. Introduction to using arbitration as an effective dispute resolution mechanism for resolving construction disputes
2. Recent updates regarding construction arbitration
 - a. COVID-related trends
 - b. Key updates to the ICC Rules
 - c. Changes in Singapore – Third Party Funding & Conditional Fee Arrangements
3. Notable recent case law
 - a. Validity of arbitration agreements (Cheung Teck Cheong Richard and others v LVND Investments Pte Ltd [2021] SGCA 77 & Silverlink Resorts Ltd v MS First Capital Insurance Ltd [2020] SGHC 251)
 - b. Determining the scope of arbitration (CDM and another v CDP [2021] SGCA 45 & CAJ and another v CAI and another appeal [2021] SGCA 102)
 - c. Suing the correct party (National Oilwell Varco Norway AS (formerly known as Hydralift AS) v Keppel FELS Ltd (formerly known as Far East Levingston Shipbuilding Ltd) [2021] SGHC 124)
 - d. Breaches of the fair hearing rule and its impact on the validity of the arbitral award (BZV v BZW and another [2021] SGHC 60 and CBS v CBP [2021] SGCA 4)
 - e. Liquidated damages clauses – penalty or enforceable? (Denka Advantech Pte Ltd and another v Seraya Energy Pte Ltd and another and other appeals [2020] SGCA 119)
 - f. No oral modification clauses merely raise a rebuttable presumption that in the absence of an agreement in writing, there would be no variation? (Charles Lim Teng Siang and another v Hong Choon Hau and another [2021] SGCA 43)

Learning Objectives:

- To gain latest updates on various aspects of construction arbitration.
- To understand the recent case law developments which are relevant to construction arbitrations.

Registration

Please fill up the Registration Form by 7 January 2022 and submit to apm@spm.sg

Fee

- SPM Members: S\$30 nett
- Non SPM Members: S\$40 nett

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About Society of Project Managers

The Society of Project Managers (SPM) is an association of professionals, primarily of the construction industry, with a common interest of promoting and developing the science and art of project management. It promotes and propagates sound managerial, technical and commercial practices relating to the project management profession with the view of enhancing the quality of professional functions undertaken by members of the Society.

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Written notice of replacement or withdrawal must be given at least 2 working days before the event date and a penalty charge of \$30 per participant will apply for absentees without written notice or "No-show".

More Information.

Please note that the link to join the Webinar will be sent to registered participants (2) working days before the event date. Please contact SPM either by phone or email should you not receive any link.

SPM reserves the right to cancel or postpone any Webinar due to unforeseen circumstances. SPM will refund in full for cancellation of webinar.