



CONFERENCE PROGRAMME

10.00	Registration Opens and Coffees
10.20	Conference Start and Opening Remarks Max Wieliczko, Partner
10.30	Interpretation of Contracts Max Wieliczko, Partner The current approach of the English Courts to the interpretation of contracts, including a recent change in emphasis by the English Supreme Court as to how contracts should be interpreted <ul style="list-style-type: none">• A reminder of the fundamentals of contract interpretation• The recent change of emphasis as to contract interpretation:<ul style="list-style-type: none">- Principles of interpretation: <i>Marley v Rawlings</i> [2014] and <i>Arnold v Britton</i> [2015]- A change in emphasis: <i>Wood v Capita Insurance</i> [2017]• Examples of contract interpretation to understand the approach likely to be taken by Tribunals/ Courts in interpreting offshore contracts
11.10	Design Liability in Offshore Contracting Michael Sergeant, Partner Design liability under EPC contracts, including a review of the Supreme Court's recent judgment in the long running <i>Højgaard</i> case relating to the Robin Rigg Off-Shore Wind Farms <ul style="list-style-type: none">• Overview of design liability and how it is typically dealt with in offshore contracts• Is the Contractor protected if design is supplied by the Employer?• The English Courts' decisions in <i>MT Højgaard v E.ON</i> [2017]:<ul style="list-style-type: none">- Does it represent a change in the law?- What should Contractors seek to do in the light of <i>Højgaard</i>?- What does the judgment mean practically?• Other ways to manage design liability in contract drafting:<ul style="list-style-type: none">- Use and Effect of Conclusive Certificates- Exclusive Remedies Clauses
11.50	Q&A Panel Session
12.15 - 13.30	Lunch Break and Networking Opportunity

13.30	Practical Approaches to Managing Defects under EPC Contracts Richard Booth, Senior Associate Liability for defects and how liability can be managed under EPC contracts, both in the way the contract is negotiated and drafted, and if an actual defect materialises <ul style="list-style-type: none">• What is a defect? Design, Workmanship, Materials• Typical contractual defect obligations before, at and after Take Over• Period of exposure/ liability for defects and the effect of Indemnities• The interrelationship of the Contractor's liability for defects and the Defects Correction/ Defects Liability period• Latent Defects and ways to minimise liability in contract drafting• Practical steps for managing actual defects
14.10	An update on key Standard Form Contracts – changes to the FIDIC and NEC Contract suites Ben Mellors, Partner An overview of the changes to the recently released Standard Form Contracts, with a particular emphasis on FIDIC: <ul style="list-style-type: none">• Overview and background to FIDIC 2017 changes• Changes to the Yellow, RED and Silver Books (1999 Edition contrasted with 2017 edition), including Variations, limits on liability, notices and the Dispute resolution Regime• Our views on the adequacy of the FIDIC changes and how they have been received by the Offshore Wind Industry• A high level overview of NEC4 which is expected to be used increasingly internationally as an EPC Contract
14.50	Afternoon Tea Break
15.10	Practical approaches to Claim entitlement on Offshore Wind Projects Katherine Doran, Senior Associate A reminder of key issues to preserving entitlement to additional costs and time under EPC contract in the offshore wind sector: <ul style="list-style-type: none">• The significance of Notices and Records• Which Notices should have a drop dead effect and what should not?• Arguments around Notices• Agreeing a workable Dispute Resolution Mechanism in the Contract
15.40	Q&A Panel Session and Concluding Remarks
16.00	Conference Close and Post-Conference Networking Drinks

“They strike the ideal balance of knowing the law, being practical and being commercially sensible - they work hard to get the best result for you”

Chambers 2017

hfw.com

© 2017 Holman Fenwick Willan LLP. All rights reserved.

Whilst every care has been taken to ensure the accuracy of this information at the time of publication, the information is intended as guidance only. It should not be considered as legal advice. Holman Fenwick Willan LLP is the Data Controller for any data that it holds about you. To correct your personal details or change your mailing preferences please contact Souhir Jemai on +44 (0)20 7264 8415 or email souhir.jemai@hfw.com

Beirut Brussels Dubai Geneva Hong Kong Houston Jakarta Kuwait London Melbourne Paris Perth Piraeus Riyadh São Paulo Shanghai Singapore Sydney