



## CONFERENCE PROGRAMME

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**10.00**      **Registration Opens and Coffees**

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**10.20**      **Conference Start and Opening Remarks**  
**Max Wieliczko, Partner**

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**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

- A reminder of the fundamentals of contract interpretation
  - The recent change of emphasis as to contract interpretation:
    - Principles of interpretation: *Marley v Rawlings* [2014] and *Arnold v Britton* [2015]
    - A change in emphasis: *Wood v Capita Insurance* [2017]
  - Examples of contract interpretation to understand the approach likely to be taken by Tribunals/ Courts in interpreting offshore contracts
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**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 *Højgaard* case relating to the Robin Rigg Off-Shore Wind Farms

- 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 *MT Højgaard v E.ON* [2017]:
    - Does it represent a change in the law?
    - What should Contractors seek to do in the light of *Højgaard*?
    - What does the judgment mean practically?
  - Other ways to manage design liability in contract drafting:
    - Use and Effect of Conclusive Certificates
    - Exclusive Remedies Clauses
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**11.50**      **Q&A Panel Session**

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**12.15 - 13.30**      **Lunch Break and Networking Opportunity**

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

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**Chambers 2017**

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