

A man in a white thobe and ghutra is seen from behind, looking out over a city skyline at sunset. The sky is filled with orange and red clouds, and the city buildings are silhouetted against the bright light. The image is framed by a white, angular border that tapers to the right.

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Hogan Lovells  
Middle East  
Construction Forum

26 September 2018

# Agenda

Time	Event	Speakers
8.30am	Registration	
8.45am	Welcome and opening comments	Nabeel Ikram, Hogan Lovells
8.50am	<b>Procurement: “The beginning is the most important part of the work” (Plato)</b> How transparent does the tender process have to be? What do bidders and contracting authorities commonly get wrong, and what is to be learned from that? In a procurement challenge, what remedies are available? What strategic issues arise in connection with automatic suspensions and do damages bite?	Christopher Cross, Hogan Lovells Alexander Hickey QC, 4 Pump Court
9.30am	<b>The Contract: “A verbal contract isn’t worth the paper it’s written on” (Samuel Goldwyn)</b> We highlight some of the key developments in the market and the industry (including the most significant changes in the new FIDIC and NEC4 standard forms and the extent to which they have been adopted).	Clive Rumsey, Hogan Lovells
10.00am	<b>Good Faith: “It gives double the pleasure to deceive the deceiver” (Niccolo Machiavelli)</b> Goodness is easier to recognise than to define but the duty of good faith is prevalent in all civil law governed contracts requiring obligations to be performed in a manner consistent with good faith. Can it be pinned down or will it always remain elusive?	Andrew Rigney QC, Crown Office Chambers
10.30am	Break	
10.50am	<b>Defects: “Quality means doing it right when no one is looking” (Henry Ford)</b> Quality is remembered long after price is forgotten. Companies must balance the demands for a quality product delivered on time and at competitive rates, in an environment that seeks value engineering and/or the “state of the art” is evolving. The law is key to this. What standards apply where there is a combination of multiple, competing and perhaps even inconsistent obligations - compliance with performance versus prescriptive obligations, with industry standards as well as the codes published by certifying bodies? When and how is “fitness for purpose” to be assessed?	Roberta Downey, Hogan Lovells
11.30am	<b>Gambling with Time: “Those who make the worst use of their time are the first to complain of its brevity” (Jean de La Bruyère)</b> <b>Part 1 - Concurrent Delay</b> Inevitably, something will not go to plan so there is always a risk the schedule will slip and the project will be subject to competing causes of delay. What do you do when it is clear that, at the current rate of progress, the project will be late - especially when faced with potentially concurrent delays?	Jane Lemon QC, Keating Chambers
12.00pm	<b>Gambling with Time: “Those who make the worst use of their time are the first to complain of its brevity” (Jean de La Bruyère)</b> <b>Part 2 - Proving Delay</b> Can you agree the impact of delay and disruption in advance? Do you gamble that delay analyses will prove your counterpart was responsible? Can an owner withhold liquidated damages? Does the contractor gamble that it will later show entitlement to an extension of time? Or does the contractor accelerate without an instruction at the risk of being unable to recover the costs of doing so? How do you prove delay, especially if programmes are unreliable or have not been updated or accepted? How do you prove entitlement to costs? How do you prove the causal link between your losses and the events that have caused them?	Sean Brannigan QC, 4 Pump Court
12.30pm	<b>Variations: “It is not the strongest or the most intelligent who will survive but those who can best manage change” (Charles Darwin)</b> What “extra” work can be instructed and when can a contractor refuse an instruction? When, how and by whom will variations be valued? Can the contract administrator take into account the client’s interests or must (s)he act independently? What if acceleration is instructed but there is no improvement in the schedule because subsequent changes and instructions intervene?	David Thomas QC, Keating Chambers
1.00pm	<b>Lunch</b> <i>Various members of the Hogan Lovells team from across the globe will be available for discussion on specialist topics and regional differences.</i>	



Time	Event	Speakers
2.00pm	<p><b>Payment: “In God We Trust: All others pay cash” (Jean Shepherd)</b>            Providing for when and how payment will be made. What level of substantiation is required for certification? On what basis can certificates be reduced and/or challenged? The importance of security – bonds, guarantees, indemnities. Insurance. Limitation caps. Quantum meruit.</p>	David Sears QC, Crown Office Chambers  Timothy Hill, Hogan Lovells
2.30pm	<p><b>Safety: “The safety of the people shall be the highest law” (Marcus Tullius Cicero)</b>            Given the potentially catastrophic consequences, fire safety in tall buildings is paramount. A leading expert examines the risks and challenges of managing safety, the outcome of recent events both in the GCC and worldwide, and the latest developments in the regulatory framework.</p>	Bart Kavanagh, Probyn Miers
3:00pm	<p><b>Forum: “All the worlds a stage, and all the men and women merely players; they have their exits and entrances;” (William Shakespeare)</b>            Which forum? The Middle East is perhaps unique in having a plethora of options for dispute resolution. As an alternative to the local courts, international arbitration has been the default choice. However, there is a third choice, namely the offshore courts such as the DIFC Courts and the ADGM Courts. Do they offer an attractive, cost efficient alternative?</p>	Amna Sultan Al Owais, Chief Executive and Registrar of the DIFC Courts.  David Sears QC, Crown Office Chambers  Alexander Hickey QC, 4 Pump Court
3.40pm	<b>Break</b>	
4.00pm	<p><b>Termination: “I don’t know how much longer I can hold this” (Arnold Schwarzenegger)</b>  <b>Contractor:</b> The works are nearly complete but payment has been outstanding for many months and many applications for payment have been under-certified.  <b>Employer:</b> The works are nearly complete and despite having been paid what it is owed, the contractor is frustratingly inching its way towards completion despite the project already being late for many months.            To what extent is termination a nuclear weapon and do you press the button?</p>	Richard Harding QC, Keating Chambers
4.30pm	<p><b>Dispute Resolution: “Strategy without tactics is the slowest route to victory. Tactics without strategy is the noise before defeat” (Sun Tzu)</b>            Your company is not in the business of making law through litigating and you would prefer to resolve your differences without recourse to lawyers, but that is not always possible. So when you find yourself in some form of proceedings, how can the proceedings be managed efficiently?            What are tribunals looking for? How much attention do they pay to bad behaviour?            What if your witnesses need translators or will give evidence in a second language?            Might it sometimes be acceptable to put forward an in-house expert? Is expert witness conferencing effective?</p>	Chantal-Aimée Doerries QC, Atkin Chambers  Nabeel Ikram, Hogan Lovells
5.15pm	<p><b>Q&amp;A with QCs</b>            The demands on an in-house lawyer’s time and less generous training and legal research budgets are such that it is a challenge to keep up to date. In this session, the QC panel will answer your questions which you are invited to submit in advance.</p>	Sean Brannigan QC, 4 Pump Court  Chantal-Aimée Doerries QC, Atkin Chambers  Richard Harding QC, Keating Chambers  Alexander Hickey QC, 4 Pump Court  Andrew Rigney QC, Crown Office Chambers  Chaired by: Roberta Downey, Hogan Lovells
From 6.00pm	<b>Drinks and networking</b>	

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Baltimore  
Beijing  
Birmingham  
Boston  
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Colorado Springs  
Denver  
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