



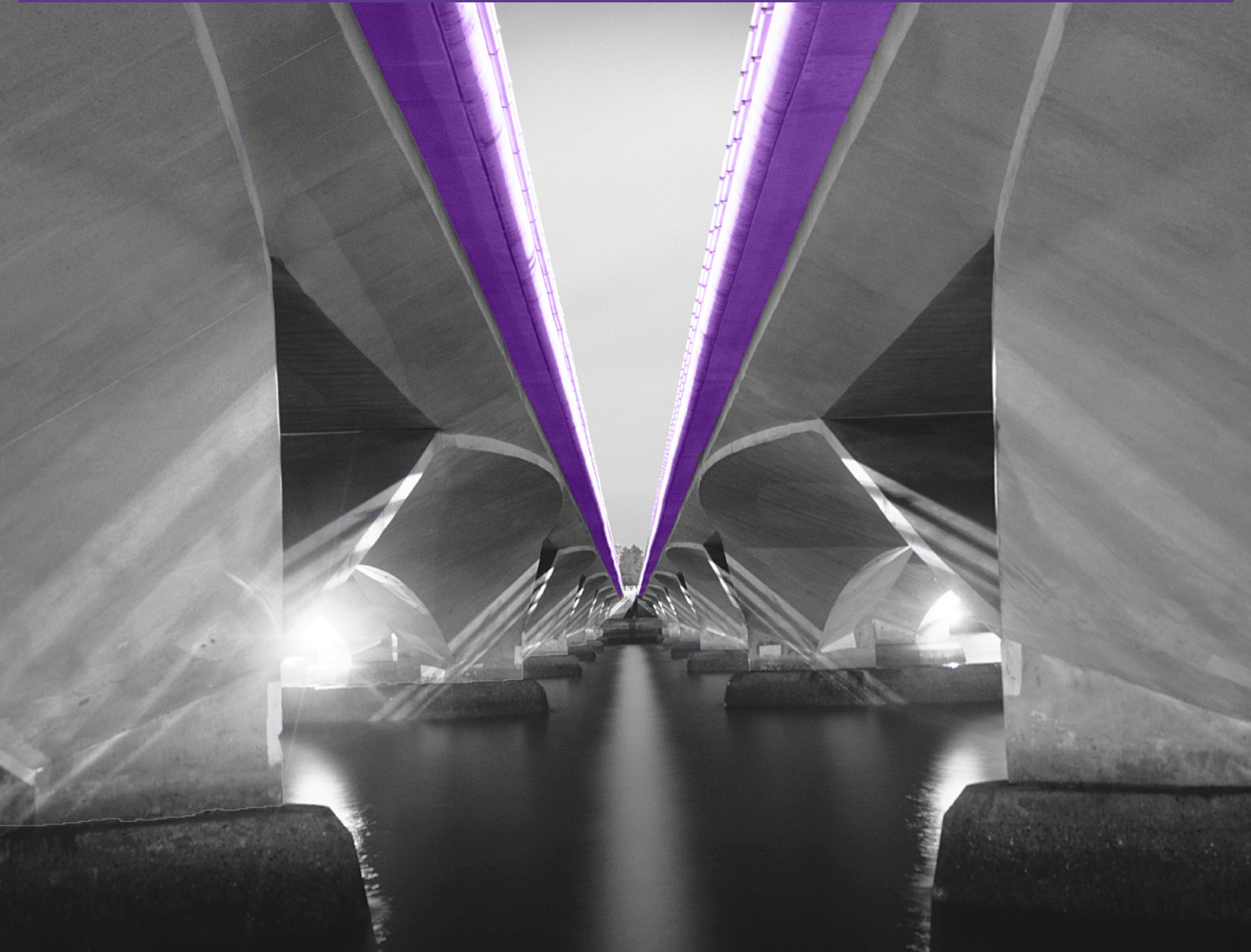
Fenwick Elliott

The construction & energy law specialists

# *International Quarterly*

Issue 06, 2013

Our newsletter provides informative and practical information regarding legal and commercial developments in construction and energy sectors around the world.



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# Contract Corner:

A review of typical contracts and clauses

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## FIDIC guidance on enforcing DAB decisions

This issue's contract corner discusses DAB decisions.

By **Jeremy Glover**  
Partner, Fenwick Elliott

FIDIC, as is well known, are currently finalising a new amended version of the Yellow Book. In a taste of what is to come, on 1 April 2013 the FIDIC Contracts Committee issued a Guidance Note dealing with the powers of, effect of and the enforcement of Dispute Adjudication Board ("DAB") decisions.

The purpose of the Guidance Note is to clarify clause 20 of the General Conditions of the Rainbow Suite or 1999 Conditions of Contract. The guidance is intended to address the question of

how one enforces DAB decisions that are binding but not yet final. FIDIC say that their intention is to make it explicit and clear that the failure to comply with a DAB decision should be capable of being referred to arbitration under sub-clause 20.6 without the need first to obtain a further DAB decision under sub-clause 20.4 and to comply with the amicable settlement provisions of sub-clause 20.5.

Such an approach will be familiar to those who operate in jurisdictions where short-form adjudication has been introduced (for example the Housing Grants, Construction and Regeneration Act in the UK) and where decisions that are binding and not yet final

can be immediately enforced. Indeed the Building and Construction Industry Security of Payment Act 2006 in Singapore goes as far as to state that an application for review of an adjudicator's decision can only be heard if that decision has actually been paid.

The idea behind clause 20.4 is that whether or not a party has given notice

of its dissatisfaction, the DAB's decision should be immediately binding on the parties and they must comply with it promptly. If a party fails to comply with a DAB decision and that decision has become final, sub-clause 20.7 already provides for a party to refer the other party's failure to comply with such a decision direct to arbitration.

However, if the DAB decision is binding but not final (i.e. the "losing" party has served a notice of dissatisfaction), there is now doubt about whether or not there is a straightforward route to enforcing that decision.

The reason why FIDIC has issued this guidance now owes much to the discussion and disagreement that followed the Singapore case of *CRW Joint Operation v PT Perusahaan Gas Legara (Persero) TBK* [2011] SGCA 33. Here, the Singapore Court of Appeal held that an Arbitral Tribunal had, by summarily enforcing a binding but non-final DAB decision by way of a final award without a hearing on the merits,

acted in a way which was: "unprecedented and more crucially, entirely unwarranted under the 1999 FIDIC Conditions of Contract". The problem for the court was that the Arbitral Tribunal had assumed that they should not open up, review and revise a DAB decision which was the subject of a notice of dissatisfaction.

The Singapore case examined the grounds for setting aside arbitration awards in construction-related disputes. If, within 28 days after receiving a dispute adjudication board (DAB) decision, either party gives notice to the other party that it is dissatisfied with the decision, the decision will be binding but not final. This case looked at whether a party may refer to arbitration the failure of the other party to comply with a DAB decision that is binding but not final.

However, where a party does not comply with the DAB decision and where the Singapore case is followed, the decision of the dispute board itself cannot simply be enforced as an arbitral award, without some form of arbitration, or local court litigation (where the contract permits it), which opens up and reviews again the issues decided by the DAB. This is particularly unhelpful to a contractor who has been awarded money. It is to avoid similar problems in the future, that FIDIC has now issued the Guidance Note which suggests amendments to clause 20.

The Guidance Note follows the approach to be found particularly in sub-clause 20.9 of the FIDIC Gold Book. It provides a new sub-clause 20.4, and amends the wording





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to sub-clause 20.7 as well as providing further provisions at clauses 14.6 and 14.7. The amendments are for use in the Red Book, Silver Book and Yellow Book. The Gold Book already adopts a different approach, and so the amendments proposed in the Guidance Note should not be used in their current state. FIDIC recommends the introduction of a new penultimate paragraph of sub-clause 20.4:

*"If the decision of the DAB requires a payment by one Party to the other Party, the DAB may require the payee to provide an appropriate security in respect of such payment."*

This gives the DAB a contractual right or power to order one party to provide security. The DAB cannot force a party to comply, and so once again a party may have to go to arbitration in order to obtain an appropriate sanction and then seek to enforce that award in an appropriate court.

In relation to the payment provisions in clause 14, a payment under sub-clause 14.6 "shall" now include any amounts due to or from the contractor in accordance with the DAB's decision. Sub-clause 14.7 further requires that amounts due under a DAB decision be included within any Interim Payment Certificate that is to be issued. The intention here is that any amount ordered by the DAB to be paid should be included within an assessment of payment made by the engineer or the Employer's Representative, and then included within the Interim Payment. Failure to do so is simply a further breach.

Sub-clause 20.7 is then deleted and replaced with the following:

*"In the event that a Party fails to comply with any decision of the DAB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration] for summary or other expedited relief, as may be appropriate. Sub-Clause 20.4 [obtain Dispute Adjudication Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference."*



Sub-clause 20.7 relates to decisions that are either binding or final and binding. Therefore regardless of any notice of dissatisfaction, or more importantly any arguments or issues as to the adequacy or timing of any notice of dissatisfaction, a valid referral can be made to arbitration. The amendment also clarifies that the parties expect a summary or expedited relief to be used if and as appropriate. That said, the ICC's emergency arbitrator provisions are unlikely to be appropriate. This is because they are for use when the contract itself does not provide for an expedited procedure. A DAB dispute resolution procedure is such an expedited procedure. Therefore it is probably more appropriate to commence arbitration and seek an immediate award for payment if there is any failure to honour the DAB decision.

Of course, this guidance will only apply to future contracts, where the amendment is negotiated and agreed. However for current contracts, the likelihood must be that it will be more difficult for a party to persuade a court or tribunal that the current (1999) drafting does actually achieve FIDIC's intentions that the DAB decision, if it is not followed, can be summarily enforced. The issuing of contract amendments will be used as proof that the existing contract form does not achieve this aim. By simply issuing guidance that the Singapore Court of Appeal's decision was contrary to FIDIC's intentions regarding the operation of clause 20, FIDIC may have had a different effect. But by issuing amendments to the existing contract, FIDIC have gone further and might be said to have admitted that their existing contract was not sufficiently clear.

That said, it is useful to know now some of the changes that are likely to appear in the new FIDIC Form, and the Guidance Note itself is a useful reminder of the need for clarity and certainty within tiered dispute resolution provisions, not only in FIDIC and other standard forms but also bespoke construction contracts.

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# Commentary:

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## Singapore International Arbitration Centre (SIAC)

By David Toscano  
Assistant, Fenwick Elliott

Recently released figures show that SIAC has cemented its place as the hub of arbitration in Asia. Supported by a trusted and stable legal system, state-of-the-art infrastructure and Singapore's continuing significant economic growth, SIAC has made the transition from a local-based forum for cross-border disputes to an international arbitral institution with a global reach.

### A boom year for SIAC

In its 2012 Annual Report, SIAC's popularity as an international arbitration forum was exhibited by a marked 25% increase in the number of new arbitrations commenced. The number of new cases was 235 compared with 188 for 2011, continuing SIAC's trend of growth. In 2008 less than 100 new arbitrations were commenced meaning the Centre has seen a growth in use of over 200% over the last five years. SIAC is now the second largest arbitration centre in the world, beaten only by the ICC.

The total value of claims filed by SIAC also doubled from 1.3 billion Singapore dollars in 2011 to 3.6 billion Singapore dollars (almost £1.9 billion) in 2012. This includes SIAC's largest ever single claim at a value of 1.5 billion Singapore dollars. But even removing that large claim from the 2012 listings, the average value of a SIAC claim

was also up 28% to 9 million Singapore dollars (£4.7 million).

SIAC interestingly reported that 73% of the new claims filed in 2012 arose from contracts executed between 2009 and 2012, showing that the appetite for arbitration in the region is healthy. It is apparent that SIAC's popularity continues to be supported by Singapore's modern arbitration laws and arbitration-friendly courts as shown in the recent Singapore High Court decision of *Astro Nusantara International BV and others v PT Ayunda Prima Mitra and others* [2012] SGHC 212 where attempts to invoke

### Reasons to be cheerful?

The 2012 figures also show that SIAC is expanding its reach beyond the region. It remains a hub for trade disputes in South Asia, with most parties using the Centre coming from Singapore, China and India. However, it is interesting to note that the fourth country of origin in that list was the United States.

The global reach of SIAC has also broken new ground in 2013 with the opening of its first overseas office in Mumbai. The purpose of the office is to promote Singapore as a seat of arbitration, particularly for Indian



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jurisdictional grounds for setting aside an Award at enforcement were refused.

SIAC also boasts first-class infrastructure for its arbitration at Maxwell Chambers in Singapore which opened in 2009 as a fully integrated dispute resolution complex with 14 custom-designed and fully equipped hearing rooms as well as 12 preparation rooms.

companies which, as noted above, ranked third in the list of origin of parties using SIAC in 2012. India is also Singapore's 10th largest trade partner and the Centre is clearly benefiting from the growth in trade with their subcontinent neighbours.

There is also talk of SIAC opening an office in Seoul, with a Memorandum of Understanding signed with the Seoul



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International Dispute Resolution Centre in December 2012 and the possibility of an office in the Gulf to follow. Taking these developments together, it is clear that SIAC is continuing to work on positioning itself as an international arbitration centre that appeals beyond the South Asia region.

Some of the increase in the number of SIAC matters will of course have been as a result of Singapore's substantial economic growth which has seen a peak increase of 15% in 2010 and an average of at least 5% since 2008, providing an attractive destination for foreign investment and trade. However, equally important are Singapore's extremely strong legal and political systems which offer stability and certainty to parties using its dispute resolution processes, with Singapore now ranked 5th in the world for neutrality on the World Corruption Index. To put that into context, the United Kingdom is ranked 17th, the United States 19th and China 80th.

## Features and new Rules

SIAC arbitrations are administered and managed by its Registrar. There is a presumption for a single arbitrator to be agreed by the parties or appointed by

SIAC, with a panel of three arbitrators only being appointed if the parties agree to do so or if SIAC decides a panel is necessary. The SIAC Rules are generally based on the United Nations Commission on International Trade Law (UNCITRAL) Rules and include a provision for the appointment of an emergency arbitrator in the event urgent relief is required at very short notice. Arbitrators are required to issue a draft Award within 45 days of the close of proceedings.

SIAC issued new Rules in 2013 which came into force on 1 April and apply to all arbitrations that are commenced after that date unless the parties agree otherwise. The new Rules give greater flexibility for SIAC's administrative processes as well as increased certainty for the parties wanting to obtain and enforce SIAC Awards.

The 2013 Rules bring a new governance structure into place with a new Court of Arbitration formed to administer cases, and oversee arbitral appointments and the removal of arbitrators, acting in much the same way as the ICC Court of Arbitration and the LCIA Court.

The Registrar is also given wider powers and can now extend or shorten the time limits in the Rules as well as determine "substantial compliance" for valid Notices of Arbitration. Also, the Registrar can now decide whether a challenge to SIAC's jurisdiction on the basis of the validity of the underlying arbitration agreement should go to the Court of Arbitration for prima facie determination.

The arbitrators themselves have been given wider powers of inspection and can

now order that property or items be made available for that purpose. They can also now include the cost of arbitration as part of an Award and can publish an Award so long as the parties' names and other identifying details have been redacted.

SIAC decisions have also been given greater weight, with any decision of the Registrar, Court or President being final and binding, and all rights to appeal to any State Court or judicial authority waived by the parties.

## Strength to strength

The 2012 figures, the 2013 Rules and the move into new markets show that international arbitration in Singapore has come a long way in the last five years. In positioning itself as a global hub for arbitration at the centre of the fast-growing economies in South Asia, supported by internationally trusted legal and political systems, SIAC will no doubt continue to go from strength to strength.

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## Implying good faith into agreements made under English Law: Part 2

By **Jeremy Glover**  
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In the Contract Corner section of Issue 5 of *IQ*, I asked whether recent case law in England and Wales suggested that there may be a small change occurring in the approach of the English courts to the question of whether or not English law does or should recognise a general duty to perform contracts in good faith. In particular I looked at the judgment of Mr Justice Leggatt in the case of *Yam Seng Pte Ltd (a company registered in Singapore) v International Trade Corporation Ltd*<sup>1</sup> where the Judge indicated that the refusal to recognise any such general obligation of good faith, would appear to be an example of “swimming against the tide” of both civil and common law jurisdictions. That said, the Judge was clearly not saying that you would be able to imply good faith into each and every agreement; everything depended on the context of the contractual arrangements made between the parties.

I also noted that this was a development that would be watched with interest and which would no doubt be featured in future editions of *IQ*. I had not, however, anticipated that it would be featured in Issue 6 of *IQ*. However, there have been

two further cases in the English courts that confirm that everything does indeed depend on the context, and the ability to imply good faith into agreements made under English Law remains a difficult matter.

First there was the case of *TSG Building Services Plc v South Anglia Housing Ltd*.<sup>2</sup> Here, TSG and SAH entered into a contract for the provision by TSG of a gas servicing and associated works programme relating to SAH’s housing stock. This contract was based on the ACA Standard Form of Contract for Term Partnering (TPC 2005, amended 2008). Mr Justice Akenhead identified two key contract terms:

*“1.1 The Partnering Team members shall work together and individually in the spirit of trust, fairness and mutual co-operation for the benefit of the Term Programme,<sup>3</sup> within the scope of their agreed roles, expertise and responsibilities as stated in the Partnering Documents, and all their respective obligations under the Partnering Contract shall be construed within the scope of such roles, expertise and responsibilities, and in all matters governed by the Partnering Contract they shall act reasonably and without delay.”*

*“13.3 If stated in the Term Partnering Agreement that this clause 13.3 applies, the Client may terminate the appointment of all other Partnering Team members, and any other Partnering Team member stated in the Term Partnering Agreement may terminate its own appointment, at any time during the Term or as otherwise stated by the period(s) of notice to all other Partnering Team members stated in the Term Partnering Agreement.”*



1. [2013] EWHC 111 (QB)  
2. [2013] EWHC 1151 (TCC)  
3. This is not so far away from the NEC clause 10.1 which requires all those operating the contract to act “in the spirit of mutual trust and co-operation”.



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A question arose as to whether or not termination under sub-clause 13.3 of the Contract needed to have been effected in good faith or at least reasonably. Did sub-clause 1.1 as a matter of construction provide for any constraint, condition or qualification on the apparently unfettered right of either party to terminate in effect for convenience (or without any already given reason) under sub-clause 13.3? In broad terms, the Judge said that this meant that one needed to determine objectively what a reasonable person with all the background knowledge reasonably available to the parties at the time of the contract would have understood the parties to have meant. In doing this, he was saying that he was looking to adopt a more rather than less commercial construction.

The first part of sub-clause 1.1 was clearly primarily calling upon the parties to “work together” and in that context to do so, jointly and separately, “in the spirit of trust, fairness and mutual co-operation”, the object being towards “the benefit of the Term Programme”. The Term Programme had as its object the efficient and good quality performance of the gas-related works in some 5,500 dwellings. This was all to be “within the scope” of the “roles, expertise and responsibilities” called for in the Partnering Documents. This both on its face and as a matter of commercial common sense did not obviously or at all impinge upon either party’s right to terminate at will under sub-clause 13.3. Termination at will was not a “responsibility”. It did not give rise to a “role” and/or was not dependent upon any “expertise”.

It was therefore necessary to consider the scope of sub-clause 1.1 in the context of

the preamble confirming that the parties had agreed to work “in mutual cooperation to fulfil their agreed roles and responsibilities and apply their agreed expertise in relation to the Term Programme, in accordance with and subject to the Partnering Documents” and the bespoke part of sub-clause 1.1 which spelt out that the “roles, expertise and responsibilities” of the parties were further described in the Term Brief and Term Proposals. The remainder of sub-clause 1.1 concentrated on what is in effect co-operation in the spirit of trust and fairness. The phrase “roles, expertise and responsibilities” was repeated twice. The clause was primarily directed to them and the way in which the parties shall work together (and individually).

The Judge concluded that sub-clause 1.1 did not require SAH to act reasonably as such in terminating under clause 13.3. Sub-clause 13.3 entitled either party to terminate for any reason or even no reason. It was clear that the four-year term is subject to clause 13. Clause 13 provided for automatic termination for insolvency, termination for breach, and an unqualified and unconditional right to terminate. There could be no doubt that if either party had applied their mind to this prior to the contract being signed it was clear that there was such an unqualified right available to either party; it was obvious to each that the other could terminate at any time. Sub-clause 1.1 was primarily concerned with the assumption, deployment and performance of roles, expertise and responsibilities set out in the Partnering Documents and the parties in so doing must “work together and individually in the spirit of trust, fairness and mutual cooperation for the benefit of

the Term Programme” and act reasonably and without delay in so doing.

However, was there an implied term of good faith? The Judge referred to the review carried out by Mr Justice Leggatt in the *Yam Seng* case. He noted the need to be “sensitive to context” and also the Judge’s comments on what he described as the “core value of honesty”.

Mr Justice Akenhead did not consider that the case here was one involving implied obligations of honesty or fidelity. There was no suggestion or hint that there had or might have been any dishonesty in the decision to terminate. The Judge concluded that:



*“I do not consider that there was as such an implied term of good faith in the Contract. The parties had gone as far as they wanted in expressing terms in Clause 1.1 about how they were to work together in a spirit of ‘trust fairness and mutual cooperation’ and to act reasonably. Even if there was some implied term of good faith, it would not and could not circumscribe or restrict what the parties had expressly agreed in Clause 13.3, which was in effect that either of them for no, good or bad reason could terminate at any time before the term of four years was completed. That is the risk that each voluntarily undertook when it entered into the Contract, even though, doubtless, initially each may have thought, hoped and assumed that the Contract would run its full term...”*



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The Court of Appeal also referred to the *Yam Seng* case in *Mid-Essex Hospital Services NHS Trust v Compass Group UK and Ireland Ltd.*<sup>4</sup> Here, in considering whether or not Compass had been entitled to terminate their long-term facilities contract, the court had to consider the meaning of clause 3.5 which imposed a duty to cooperate in good faith:

*"3.5 The Trust and the Contractor will cooperate with each other in good faith and will take all reasonable action as is necessary for the efficient transmission of information and instructions and to enable the Trust or ... any Beneficiary to derive the full benefit of the Contract."*

At first instance Mr Justice Cranston had concluded, amongst other things, that the Trust's conduct constituted a breach of its obligation to cooperate in good faith and that the Trust had acted (in breach of an implied term) in an arbitrary and/or

irrational manner in exercising its power to make deductions from monthly payments and award service failure points. This gave Compass the right to terminate. However, the Trust also had the right to terminate the contract because of a series of service failures by Compass. Since both parties were entitled to terminate, neither could succeed in their substantial claims for post-termination losses. Compass appealed.

At first instance, the Judge had also noted that the Trust and Compass had entered into a long-term contract for the delivery of food and other services within a hospital. The performance of this contract would require continuous and detailed co-operation. He considered that it accorded with commercial common sense for there to be a general obligation on both parties to cooperate in good faith.

The Trust said that if the parties had intended to impose a general duty to

cooperate with one another in good faith, they would have stated this in a stand-alone sentence with a full stop at the end. They did the opposite of that in clause 3.5. This was a very detailed contract, where the obligations of the parties and the consequences of any failings were spelt out in great detail. Commercial common sense therefore did not favour the addition of a general overarching duty to cooperate in good faith.

LJ Jackson had begun his judgment by noting that there is no general doctrine of "good faith" in English contract law. If the parties wish to impose such a duty they must do so expressly. He then held that he agreed with the Trust. The content of a duty of good faith is heavily conditioned by its context. The obligation to cooperate in good faith was not a general one that qualified or reinforced all of the obligations on the parties in all situations where they interacted. The obligation to cooperate in

4. [2013] EWCA 200 Civ





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good faith was specifically focused upon the two purposes stated in the second half of that sentence.

In the context of clause 3.5 of the conditions the obligation to cooperate in good faith simply meant that the parties would work together, honestly endeavouring to achieve the two stated purposes. On a proper construction the obligation to cooperate in good faith was limited to the dual purposes stated in clause 3.5, i.e. the efficient transmission of information and instructions and the enabling of the Trust to derive the full benefit of the Contract.

The Court of Appeal had to consider whether the Trust was in breach of clause 3.5 by awarding excessive service failure points or making excessive deductions from monthly payments. The Trust had made substantial deductions in July and August 2009 which exceeded the true amount which the Trust was entitled to deduct. This was a breach of the contract. However, these unilateral deductions were not breaches of clause 3.5: this was in part because there had been no finding by the trial Judge that the Trust was acting dishonestly, as opposed to mistakenly applying the provisions of a complicated contract. These deductions were irrelevant to the two stated purposes of clause 3.5. Further, the Trust cured the breach by repaying all of the sums which it had wrongfully deducted.

Compass could not rely upon breaches of the implied term to support their arguments that there had been a breach of good faith. In any event, on the issue of the proper meaning of clause 3.5, the Court of Appeal found that the duty of good faith

and cooperation was not general but was limited to the parties' relations concerning the two specific purposes set out in the balance of the clause. In any event, absent any dishonesty, the Trust's miscalculation of the amount of service failure points would not have amounted to a breach of a general obligation of good faith. It should be noted that Lord Justice Beatson specifically commented upon the *Yam Seng* case, noting that Mr Justice Leggatt had emphasised that "what good faith requires is sensitive to context",

*"that the test of good faith is objective in the sense that it depends on whether, in the particular context, the conduct would be regarded as commercially unacceptable by reasonable and honest people, and that its content 'is established through a process of construction of the contract' ... Those considerations are also relevant to the interpretation of an express obligation to act in good faith."*

He therefore agreed that the scope of the obligation to cooperate in good faith in clause 3.5 must be assessed in the light of the provisions of that clause, the other provisions of the contract, and its overall context. In other words, the content of the obligations to co-operate in good faith was to be determined by reference to the two purposes specified in the clause. Put another way, one should take a narrow interpretation of any clause that suggests that parties must exercise the duty of good faith. He said:

*"In a situation where a contract makes such specific provision, in my judgment care must be taken not to construe a general and potentially open-ended obligation such*

*as an obligation to 'co-operate' or 'to act in good faith' as covering the same ground as other, more specific, provisions, lest it cut across those more specific provisions and any limitations in them."*

## "What good faith requires is sensitive to context"

Both Mr Justice Akenhead in the Technology and Construction Court and the appellate judges in the Court of Appeal laid stress on Mr Justice Leggatt's view that "what good faith requires is sensitive to context". Therefore we are still perhaps a long way off from the English and Welsh courts accepting that there is a wide-ranging duty of good faith, such as to be found in the majority of other jurisdictions around the world.

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## News and events

Trends, topics and news from Fenwick Elliott

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### This edition

We hope that you have found this edition of *International Quarterly* informative and useful. We aim to keep you updated regarding legal and commercial developments in construction and energy sectors around the world. Fenwick Elliott's team of specialist lawyers have advised on numerous major construction and energy projects worldwide, nurturing schemes to completion with a combination of careful planning, project support and risk assessment. From document preparation to dispute resolution, our services span every stage of the development process.

If you would like us to comment on a particular commercial issue or aspect of law that is affecting your business we would be delighted to hear from you. Please contact Jeremy Glover - [jglover@fenwickelliott.com](mailto:jglover@fenwickelliott.com)

We also offer bespoke training to our clients on various legal topics affecting their business. If you are interested in receiving bespoke in-house training please contact Susan Kirby for a list of topics - [skirby@fenwickelliott.com](mailto:skirby@fenwickelliott.com).

### Fenwick Elliott Forms new association with Dubai law firm

Fenwick Elliott LLP is delighted to announce that we have formed an association with Dubai-based law firm Ahmed Ibrahim ("AI") to create Ahmed Ibrahim in association with Fenwick Elliott ("AIFE").

Ahmed Ibrahim is a UAE law firm providing a range of legal services, with a focus on corporate and dispute resolution services for the construction industry. The partners of AI have been practicing law in the UAE and MENA region for over a decade, acquiring their expertise within leading

regional, international and 'magic circle' law firms. The team provides clients with legal advice, assistance and support in all stages of disputes, including identifying potential dispute sources and advising on dispute avoidance and management strategies. The firm is also very well placed to advise on various general commercial or corporate matters in the UAE and MENA region and provides specialist legal advice in both Arabic and English languages.

What sets AIFE apart from its competitors is the unique combination of AI's knowledge of UAE local laws, with the highly regarded international specialist expertise of Fenwick Elliott LLP. This approach provides our clients with 'the best of both worlds', allowing us to identify and respond to our clients' needs quickly and cost effectively by providing expeditious multi-jurisdictional advice without the need to approach different firms. For more information about our new Dubai based association and details of our associate office please contact Richard Smellie [rsmellie@fenwickelliott.com](mailto:rsmellie@fenwickelliott.com)

### Receive our newsletters and keep up to date with the latest construction laws and topical industry issues

Fenwick Elliott produces two other newsletters in addition to *International Quarterly*, namely *Insight* and *Dispatch*. *Insight* provides practical information on topical issues affecting the building, engineering and energy sectors. *Dispatch* summarises recent key cases and legal developments relating to construction law issues. Go to <http://www.fenwickelliott.com/research-insight> to view the current and past editions of these newsletter and complete the subscription form on each publications' page to receive a monthly electronic copy.

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### About the editor, Jeremy Glover

Jeremy has specialised in construction energy and engineering law and related matters for most of his career. He advises on all aspects of projects both in the UK and abroad, from initial procurement to where necessary dispute avoidance and resolution. Typical issues dealt with include EU public procurement rules, contract formation, defects, certification and payment issues, disruption, loss and/or expense, prolongation, determination or repudiation and insolvency.

Jeremy organises and regularly addresses Fenwick Elliott hosted seminars and provides bespoke in-house training to clients. He also edits Fenwick Elliott's monthly legal bulletin, *Dispatch*.

**International Quarterly is produced quarterly by Fenwick Elliott LLP, the leading specialist construction law firm in the UK, working with clients in the building, engineering and energy sectors throughout the world.**

**International Quarterly is a newsletter and does not provide legal advice.**

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