Fenwick Elliott

The construction & energy law specialists

International Quarterly

Issue 07, 2013

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

Ahmed Ibrahim

in association with

Fenwick Elliott

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Middle East focused edition to mark the forming of our partnership with Ahmed Ibrahim in association with Fenwick Elliott

Inside this issue:

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International Quarterly

Contract Corner:

A review of typical contracts and clauses

Issue 07, 2013

CPC 2013 - The new CIOB contract for use on complex projects

This issue's contract corner discusses the new Complex Projects Contract.

By Jeremy Glover
Partner, Fenwick Elliott

In April 2013, the Chartered Institute of Building (CIOB) published a contract for use with complex projects (known as the Complex Projects Contract or CPC 2013). Speaking about the contract, one of its authors, Keith Pickavance, boldly said:

> *"This is a modern day contract designed for the data age. It underlines and meets the need for a collaborative and competent approach to how risks are managed utilising transparent systems of data. It can be used with, or without, Building Information Modelling and has been drafted to work in any country and legal jurisdiction around the world."*

CIOB
THE CHARTERED INSTITUTE OF BUILDING

The CPC 2013 comes in four parts:

(i) Contract agreement or articles of agreement. These can be freely downloaded from the CIOB website – www.ciob.org.uk.

(ii) Conditions of contract which, as you would expect, contain the terms and conditions for carrying out the works, subject to any amendment introduced by a special condition.

(iii) Seven appendices:

- Appendix A - Definitions;
- Appendix B - Contract data;
- Appendix C - Building information modelling – the contract claims to be the first (UK) K form of contract which is compliant with the recommendations of the UK BIM Task Force for use on Level 2 BIM projects;
- Appendix D - Working schedule and planning method statement;
- Appendix E - Progress records;
- Appendix F - Events; and
- Appendix G - Issue resolution.

(iv) User notes.

What is a complex project?

A good question. The CPC 2013 has been written for use on complex projects, in the UK or overseas - therefore potentially the Middle East. The Guide refers to a complex project as one which "cannot be effectively managed intuitively" and which has one or more of the following features:

- work involving complex mechanical, electrical or plumbing services;
- more than one structure;
- a structure more than 15m (or 50 feet) high;
- useable space below ground;
- a construction period in excess of 1 year;
- design continuing during the construction period;
- multiple main contractors;
- more than 20 subcontractors;
- multiple possession and/or access dates; and/or
- multiple key dates or sectional completion dates.

Dispute (and Issue) Resolution

One of the features of the CPC 2013 is its approach to dispute resolution. The contract notes, at clause 66.1, that the parties may settle any dispute by mediation. Whilst this is always the case, the fact that it is specifically mentioned in the contract can be seen as useful, as it suggests that mediation is a part of the contract set-up. The contract also provides for adjudication and arbitration. However there are two features of note:

(i) Unless the parties agree otherwise, any adjudicator's decision or arbitral award is to be a public document.

(ii) No dispute can be referred to adjudication unless and until the Principal Expert has made a Determination in accordance with clause 65 of the contract: Issue Determination.

In many respects, Issue Determination appears to be intended to operate like a mini-DAB or adjudication process. The idea

Fenwick Elliott
The construction & energy law specialists

International Quarterly

Contract Corner:

A review of typical contracts and clauses

Issue 07, 2013

is to try and deal with issues immediately, whenever a difference of opinion arises. As a first step, the parties are required to meet to try and resolve the issue; if that is unsuccessful, then the Principal Expert is brought in to issue a Determination within 20 business days. According to Appendix G, the purpose of Issue Resolution is to assist the parties in the management of risks and reduce the possibility of formal proceedings, which means that the expert is given wider powers than might be expected:

> *"the Principal Expert must issue its Determination on the basis of its own investigations and shall not be limited by the submissions of the parties."*

It remains to be seen just how disputes, if they arise, are resolved, as the timescales, once the formal Issue Resolution process commences, are very tight; contrast the CPC's 20 business days with the 84 days allowed by FIDIC.

1. [2013] EWCA 200 Civ

Communications

The CPC 2013 is very much a creature of the electronic age. To this end, all documentation and site information must be "published" either by preparing the submittal into a Common Data Environment to which everyone has access, or by electronic transfer or email. The reason for this is said to be the need to encourage "transparency in the submittal of information requirement for the management of risk". For example, the Working Schedule or Contractor's critical path network is expected to be handed over in a native file format, not simply in hard copy on paper.

Collaboration

Clause 5.1 has a familiar ring to those acquainted with the NEC3:

> *"The parties shall work together in the manner set out in the Contract and shall co-operate in a spirit of mutual trust and fairness."*

The importance of the first part of that sentence should not be ignored. Those of you who have read our articles on Good Faith in Issues 5 and 6 of IQ will know that the English courts take a restrictive view on similar obligations. "What good faith requires is sensitive to context." LJ Beatson in the case of *Mid-Essex Hospital Services NHS Trust v Compass Group UK and Ireland Ltd*[1] suggested that one should take a narrow interpretation of any clause that suggests that (in English law at least) 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."*

Time management

It is clear that to the CIOB, this is a key attraction of the CPC 2013. The CIOB on its website describes the CPC 2013 as being the "world's first time management contract for complex projects". The CPC 2013 focuses on managing time to ensure projects are delivered to specification on budget and without delays. The CIOB contrasts other contracts which it says "target failure" and "through persuasion" target "financial compensation for failure". The CIOB says that the CPC 2013 provides the procedures to enable parties to manage time (and cost) risk events in a modern and proactive fashion. How does the contract do this?

Fenwick Elliott
The construction & energy law specialists

International Quarterly

Contract Corner:

A review of typical contracts and clauses

Issue 07, 2013

One way is through the appointment of a Project Time Manager ("PTM"). The role of the PTM is to advise the Contract Administrator on project time-related issues. This will include analysing the effect of any potential delay events that arise. It is noticeable that such an assessment is not made on the traditional "fair and reasonable" basis, but on the Contractor demonstrating the additional time needed as a consequence of the "event". The PTM is paid by the Employer but, by clause 5.2 of the contract, is to act *"independently and fairly"*. The Guidance Notes say that the PTM is "responsible for ensuring that the Contractor's time management processes are satisfactory" and must:

> *"check on a regular basis, whatever is produced by the Contractor by way of time related information and to accept it, if satisfactory, or reject it, or accept it subject to conditions…"*

There is another role under the contract with similar responsibilities, that of the Auditor. The Auditor is to act as the Time Management Expert, and so may have a role in deciding Issue Resolution. The Auditor must, before work commences and at regular intervals, examine the Contractor's Planning Method Statement, Working Schedule and Progress Records. The purpose of the Audit is to ensure that the Constructor's documents comply with the requirements of the contract and the CIOB's *Guide to Good Practice in the Management of Time in Complex Projects*.[2]

This focus on detailed record keeping, as well as the careful monitoring of progress and the way in which progress is being recorded through programmes, is a key part of the approach of this new contract. Indeed, the obligations on the Contractor to produce, maintain and regularly update a Working Schedule and Planning Method Statement are set out in some detail at clauses 26 to 34 and Appendix D of the contract.

Conclusion

When a new contract is launched, it is always difficult to tell just how popular it will prove to be. Often, its take-up depends on whether or not it is able to demonstrate its early adoption on a high-profile project, but certainly the CPC 2013, although long (66 clauses), is written in plain English which helps. However, the answer to whether or not the apparent additional administrative burden (particularly on the Contractor) the CPC 2013 seems to impose is worthwhile, will only be answered once the contract is used and the benefits (or not) of that administrative burden (i.e. reduced delay and costs) are demonstrated. That said, at the very least its focus on time management will act as a stimulus for debate.

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2. www.ciobstore.com/Product.asp?PID=6237

Fenwick Elliott
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International Quarterly

Commentary:

International dispute resolution & adjudication

Issue 07, 2013

Adjudication in the Middle East

By Nicholas Gould
Partner, Fenwick Elliott

Adjudication is now a dispute resolution process that most in the UK construction industry are familiar with. The process was introduced by the Housing Grants, Construction and Regeneration Act 1996, which became effective from May 1998. We have therefore lived with it for almost 15 years. Adjudication is included in all of the standard form contracts, but in any event will be implied, as we all now know, into any contract that meets with the definition of "construction contract" under the Act.

Other common law countries have followed suit. All of the states in Australia now have security of payment legislation, which introduces a right to adjudication. New Zealand is the same. Singapore also introduced a Security of Payment Act which provides for adjudication. Malaysia introduced a similar Act providing for adjudication in June 2013, and it is due to be in force soon. Other countries have considered similar legislation. The mechanics of the legislation varies between countries and states, but they all share the desire to provide a rapid, binding dispute resolution procedure.

The situation in the Middle East is somewhat different. There has been considerable construction work in that region for many years. The wealth created by oil has led to increasing levels of development throughout the region. Dubai is perhaps the best known for its substantive impressive developments such as The Palm and The Burj Khalifa Tower. Despite a slowdown of construction activity 4 years ago, as a result of the economic crisis, Dubai has continued to grow. The Dubai Theme Park is now under way, along with many other substantial developments.

Dispute resolution in the region and in Dubai has provided some challenges. The local courts have been unfamiliar with complex construction contracts, and local employers have not always been keen to agree to use international arbitration. International arbitration is of course widely used throughout the world for substantial projects involving suppliers and contractors from countries other than the one where the work is taking place. Nonetheless, Dubai has a regional arbitration centre in the form of the Dubai International Arbitration Centre (DIAC) and also the Dubai International Financial Centre (DIFC). Egypt has for some time had an arbitration centre in Cairo, and now Qatar also has the Qatar International Centre for Conciliation and Arbitration (QICCA). However, international arbitration can be time-consuming and expensive.

It is perhaps then unfortunate that adjudication has not been introduced by local legislation within the Middle East. However, that would require a cultural understanding not just of the locals from the Middle East, but also the international contractors and consultants who work there. Both have a different perspective on how disputes are resolved. Why should the international community impose upon the Middle East a rapid dispute resolution procedure, which in commercial terms is quite new to the business community even by international standards? Perhaps it is something that will be considered and debated over time.

On the other hand, dispute boards have been used in the region in some instances. They are not necessarily the norm, but through the use of FIDIC, dispute adjudication boards and dispute review boards have been encountered.

The use of the term "Dispute Boards" or occasionally "Disputes Boards" (collectively DBs) is relatively new. It is used to describe a dispute resolution procedure which is normally established at the outset of a project and remains in place throughout the project's duration. It may comprise one or three members who become acquainted with the contract, the project and the individuals involved with

Fenwick Elliott
The construction & energy law specialists

International Quarterly

Commentary:

International dispute resolution & adjudication

Issue 07, 2013

the project in order to provide informal assistance, provide recommendations about how disputes should be resolved and provide binding decisions. The one-person or three-person DBs are remunerated throughout the project, most usually by way of a monthly retainer, which is then supplemented with a daily fee for travelling to the site, attending site visits and dealing with issues that arise between the parties by way of reading documents and attending hearings, and producing written recommendations or decisions if and as appropriate.

The term has more recently come into use because of the increased globalisation of adjudication during the course of projects, coupled with the increased use of Dispute Review Boards ("DRBs"), which originally developed in the domestic USA major projects market. DRBs were apparently first used in the USA in 1975 on the Eisenhower Tunnel. The use of DRBs has steadily grown in the USA, but they have also been used internationally. However, DRBs predominantly remain the providence of domestic US construction projects. As adjudication developed, the World Bank and FIDIC opted for a binding dispute resolution process during the course of projects, and so the Dispute Adjudication Board ("DAB") was born from the DRB system; the DRB provides a recommendation that is not binding on the parties.

The important distinction then between DRBs and DABs is that the function of a DRB is to make a recommendation which the parties voluntarily accept (or reject), while the function of a DAB is to issue written decisions that bind the parties and must be implemented immediately during the course of the project. The DRB process is said to assist in developing amicable settlement procedures between the parties, such that the parties can accept or reject the DRB's recommendation. Building upon this distinction, the International Chamber of Commerce (ICC) has developed three new alternative approaches:

1. Dispute Review Board – the DRB issues recommendations in line with the traditional approach of DRBs. An apparently consensual approach is adopted. However, if neither party expresses dissatisfaction with the written recommendation within the stipulated period then the parties agree to comply with the recommendation. The recommendation therefore becomes binding if the parties do not reject it.

2. Dispute Adjudication Board - DAB's decision is to be implemented immediately.

3. Combined Dispute Board ("CDB") – this attempts to mix both processes. The ICC CDB rules require the CDB to issue a recommendation in respect of any dispute, but it may instead issue a binding decision if either the employer or contractor requests, and the other party does not object. If there is an objection, the CDB will decide whether to issue a recommendation or a decision.

According to the ICC the essential difference is that the parties are required to comply with a decision immediately, whereas the parties must comply with a recommendation but only if the employer and contractor express no dissatisfaction within the time limit. The combined procedure seems at first glance to be a somewhat cumbersome approach, attempting to build upon the benefits of the DRB and DAB, without following a clear pathway. Nonetheless, it may prove useful for those parties that cannot decide whether they need a DRB or a DAB.

At the other end of the spectrum a DB could be considered as a flexible and informal advisory panel. In other words, before issuing a recommendation, the DB might be asked for general advice on any particular matter. The DB will then look at documents and/or visit the site as appropriate and, most usually, provide an informal oral recommendation which the parties may then choose to adopt. If the parties were not satisfied, the DB would proceed to the issue of a formal, albeit non-binding, written recommendation after following the formal procedure of exchange of documents and a hearing. Perhaps this amicable approach will suit the Middle East more than a rapid, binding adjudication process.

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International Quarterly

Universal view:

International contractual issues around the globe

Issue 07, 2013

Termination for construction contracts: UAE perspective

By Heba Osman
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A common scenario: the Employer is not happy with the Contractor's performance, whether because of failure to perform the works in the manner provided for in the Contract or because of some other breach of the Contract. The Employer picks up the Contract, which - in the UAE - is usually some modified FIDIC standard form, in search of the termination provision. Most such termination provisions require the Employer to send the Contractor a notice to correct the failure or the breach within a specified period. If the Contractor fails to correct the breach, then the Employer becomes entitled to terminate the Contract. The Employer, feeling confident of its legal position, sends the termination notice. The Employer is satisfied that it has correctly terminated the contract.

However, this is not precisely correct. Termination of contracts in the UAE, generally, can be done through one of the following methods:

1) the parties' mutual agreement;
2) a court judgment or decision; or
3) by law.

This is in accordance with Article 267 of the UAE Civil Transactions Law (the Code) which reads:

> *If the contract is valid and binding, it shall not be permissible for either of the contracting parties to withdraw, change or terminate the contract save by mutual consent, an order of the court, or under a provision of the law.*

Termination by mutual agreement may occur before or after entering into the contract. However, as in practice, when parties are at the termination stage, this is also a part of a bigger dispute, which makes it difficult to agree on anything, let alone agree on mutual termination of their contract.

Termination provisions establishing the right of one party or the other to terminate the contract are usually insufficient for the termination to occur. These provisions usually state something along these lines:

> *If the Contractor fails to carry out any obligation under the Contract, the Employer may by notice require the Contractor to make good the failure and to remedy it within a specified period of time. If the Contractor fails to comply with this notice, the Employer shall be entitled to terminate the Contract.*

Similarly worded provisions establish a right to terminate, but do not allow for automatic termination of the Contract by

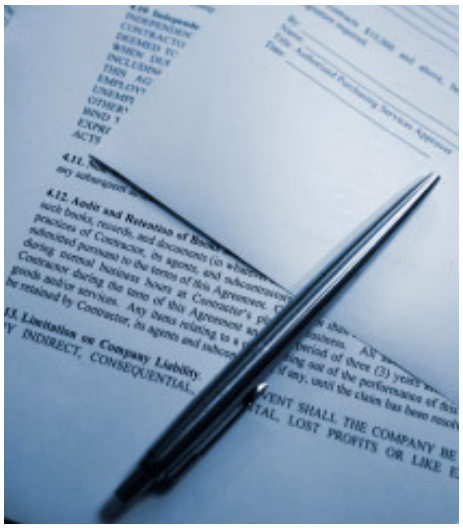
Fenwick Elliott
The construction & energy law specialists

International Quarterly

Universal view:

International contractual issues around the globe

Issue 07, 2013



the Employer. For a termination provision to establish mutual consent to terminate, and to avoid recourse to the UAE courts, the termination provision must state unequivocally that the termination occurs automatically by the Employer's notice and that there will be no need for a court order or a further notice. This is explicitly provided for in Article 271 of the Code:

> *It is permissible to agree that a contract shall be deemed terminated automatically without the need for judicial order upon non-performance of the obligations arising thereunder and such agreement shall not negate the need for a notice, unless it is also explicitly agreed between the contracting parties that there is no need for such notice.*

Construction contracts are no different, even in situations where the Contractor is in clear default of its obligations. Terminating a construction contract follows these same general principles for terminating other contracts. The Code mandates that the Employer requests the termination of the construction contract from the courts. Terminating construction contracts for the Contractor's default is no different and follows this same general rule. Article 877 of the Code, in this respect, states:

> *The contractor must carry out the work in accordance with the conditions of the contract. If it appears that he is carrying out what he contracted to do in a manner that is defective or contrary to the conditions [of the contract], the employer may demand that the contract be terminated immediately in the event that it is impossible to make good the work, but if it is possible to make good then the employer may require the contractor to abide by the conditions of the contract and to rectify the work within a reasonable period, and if the period expires without the rectification having been done* ***the employer may apply to the judge to terminate the contract*** *or to give him leave to engage another contractor to complete the work at the expense of the first contractor.*

This provision, although it differentiates between the possibility of rectifying the breach and the impossibility of rectification, still requires in either situation that the Employer resorts to the court to obtain a decision terminating the construction contract.

Recourse to courts to obtain a decision to terminate the contract is time-consuming and costly for both the Employer and the Contractor. All parties are better off having a quicker resolution to their contractual dispute. The ability to terminate automatically is not simply of theoretical importance; without the ability to have the contract terminated, the Employer faces practical difficulty in appointing another contractor to rectify or complete the works.

> "...it is up to the contract drafters to ensure [...] that termination is automatic and that there is no need for a court decision."

To save Employers and Contractors from this, it is up to the contract drafters to ensure that the wording of termination provisions contains the simple statement that termination is automatic and that there is no need for a court decision.

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Fenwick Elliott
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International Quarterly

Universal view:

International contractual issues around the globe

Issue 07, 2013

Limitations on liability in the UAE - beware!

By Jatinder Garcha
Associate, Fenwick Elliott

Introduction

Many standard form contracts contain provisions limiting the overall liability of the contractor, upon which a contractor unfamiliar with UAE law may place mistaken reliance. The FIDIC Red Book for instance, which is widely used throughout the Middle East region, contains a number of limitations on liability including at clause 17.6, which states:

> *"The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights] shall not exceed the sum stated in the Particular Conditions or (if a sum is not so stated) the Accepted Contract Amount. This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party."*

The wording of the clause is clear; subject to a small number of exclusions, the overall liability of the contractor is capped. As part of the commercial negotiations the contractor therefore is able to accept certain risks within the contract knowing that its overall exposure will be capped. However, in the UAE that is not entirely the whole story.

Decennial liability

The Law of Civil Transaction (the "Civil Code") sets out important statutory exceptions to the rule that the parties to a contract are free to agree limits on their liability. The most important of these is set out in Article 880, under which the Architect (which could extend to the supervising Engineer) and the Contractor are jointly and severally liable, for a period of ten (10) years from the delivery of the project, for the total or partial demolition of construction works relating to building or other fixed installation. This is commonly referred to as "decennial liability".

This is a strict no fault liability provision. This means that there is no requirement to establish fault but merely demonstrate that the conditions giving rise to the liability arose. It is a mandatory provision and cannot be contractually limited or excluded by the parties. Article 882 of the Civil Code provides that *"Any agreement tending to exclude or limit the decennial liability of the architect and the contractor shall be void."*

The key provisions of Article 880 are as follows:

(i) The decennial liability relates to the total or partial demolition of a building or a defect which threatens the safety and stability of a structure. The statutory decennial liability therefore relates to major structural defects only and is not intended to extend to all minor defects in the construction works. Accordingly, minor defects will be subject to the defects correction provisions, defects liability periods and limitations on liability expressly set out in the contract.

(ii) The decennial liability will apply notwithstanding that the collapse or defect is due to a defect in the ground itself or that the employer consented to the construction of the building or installation. The rationale for this provision is that the contractor is required to satisfy itself of the ground conditions where the works are being undertaken and the employer is deemed to lack specialist knowledge and is reliant on the contractor's technical expertise.

(iii) Architects/designers responsible for preparing designs and plans for the works will be held to be jointly liable with the contractor for any such major structural defects if their services include a supervision role. In the circumstances where the contractor and architect/designer are held to be jointly liable, the employer is entitled to claim against the architect or the contractor or both, and it is no defence for either party to show that it was not actually at fault.

The duty to supervise the works is key to the architect's/designer's liability under Article 880. If the architect/designer produces designs only (and does not

Fenwick Elliott
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International Quarterly

Universal view:

International contractual issues around the globe

Issue 07, 2013

supervise the works) then its liability shall be limited to design defects only under Article 881 of the Civil Code which provides that *"If the work of the architect is restricted to making the plans to the exclusion of supervising the execution, he shall be liable for defects in the plans."* Therefore, where there is no supervision carried out, if the design produced is correct and a structural defect arises out of defective construction, then the architect/designer will have no liability.

Whilst strict liability can to some extent be comprehended by contractors who are used to providing fitness for purpose obligations in contracts, the strict liability of the architect/designer under Article 880 will come as a surprise to many designers used to working in common law jurisdictions where liability is based on negligence and failure to use the requisite standards of skill and care. Designers proposing to undertake services in the UAE should accordingly check the adequacy of their professional indemnity insurance cover.

Exclusions to the decennial liability are extremely limited. Where the building or installation is intended to remain in place for less than ten years, then the provisions of Article 880 will not apply. The only other exceptions include a fault by the employer or where the defect can be shown to have been caused by external events that the contractor could not have prevented. The burden of proving these "force majeure" events is very heavily on the contractor and can be difficult to overcome.

As contractors turn their attention to involvement in Qatar's preparation for hosting the FIFA 2022 Football World Cup, it should be noted that the Qatari Civil Code has provisions equivalent to decennial liability in the UAE.

Courts' ability to vary any agreed limitation on liability

Another matter that may catch out an unsuspecting contractor in the UAE relates to the provisions of Article 390 of the Civil Code. Article 390 provides that parties to a contract are free to fix the amount of compensation payable in advance by making a provision in the contract.

Article 390, however, goes on to provide that, upon application by either party, judges (in all circumstances) have the ability to vary any such pre-agreement by increasing or decreasing the amount of compensation payable to reflect the actual loss suffered by the relevant party. The courts therefore have an overriding right to examine and vary pre-agreed levels of compensation. This will be of particular relevance to contactors when considering the pre-agreed levels of liquidated damages for delay.

If, however, the parties agree to the amount of compensation payable to the injured party after the contract provision has been breached, then this agreed amount will not be subject to review and adjustment by the courts. In this event, as the compensation amount was agreed after the date the breach occurred (rather than at the time of entering into the contract), then the courts will not interfere.

Conclusion

When negotiating contracts in the UAE, contractors should bear in mind the decennial liability issue and the court's powers under Article 390 of the Civil Code. When using an industry standard form of contract, such as the FIDIC form, appropriate amendments should be considered to reflect the mandatory provisions of UAE law.

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International Quarterly

News and events

Trends, topics and news from Fenwick Elliott

Issue 07, 2013

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 please contact Jeremy Glover - jglover@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

The website www.ibrahimfenwick.com will be live shortly.

Fenwick Elliott's upcoming events

Our annual *Development & Funding Market Update evening* is taking place on **Thursday 17 October** in London. Anita Morris, Associate Director at Child Graddon Lewis will be speaking about 'Departments to Apartments', while Robert Finch, Director at Sativa Finance will provide an overview of the funding available for development projects in the current market.

Fenwick Elliott will be taking part in a live webinar with Building magazine on **6 November.** Nicholas Gould and Jeremy Glover will be discussing current changes in the courts, mediation and settling disputes in the construction industry and recent developments to BIM. Keep an eye out **here** for more information.

Our annual *Construction Law Update seminar* takes place on **Thursday 7 November** in London. We will update you on the latest legal developments in construction law which may affect your business.

Email skirby@fenwickelliott.com for more information about any of these events or our bespoke in-house training.

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.

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.**

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