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# FIDIC Middle East Contract Users' Conference

*The essential guide for successfully utilising the FIDIC suite of contracts and effectively resolving disputes in the Middle East*

Main Conference: 25 & 26 February 2014, Workshops: 24th & 27th February 2014  
The Westin Hotel, Abu Dhabi, UAE

**30% Discount for African and Selected Asian Companies**  
- see page 5 for details

## FIDIC Rainbow Suite Contract updates:

- Yellow Book
- Gold Book
- Red Book
- Silver Book

## Case studies:

- International Experiences from FIDIC Users **NEW**

## Special interest coverage:

- Construction Arbitration Under Islamic Law **NEW**
- Particular Conditions
- Forms of Contract in Development Projects
- Bribery & Corruption in Construction **NEW**

## Special issues under FIDIC

- Role of the Engineer
- Arbitration & ADR
- Treatment of Delay **NEW**
- Risk Allocation
- Mis-Application of FIDIC Contracts
- Pursuing Claims
- Contract Administration Issues
- Decennial Liability and Decennial Insurance
- Common & Civil Law Jurisdictions **NEW**
- MDB Harmonised Contract

## Don't miss the pre and post-conference workshops:

- Introduction to FIDIC Contracts
- Mastering Construction Claims & Defence
- Advanced Dispute Resolution Strategies

## Your registration includes a free copy of:

- **Model Representative Agreement** (1st Ed, 2013)
- **FIDIC Gold Book "DBO Conditions of Contract for Design Build and Operate Projects"** (2008 Edition)

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## Your Speaker Faculty 2014:

- **Philip Jenkinson**, FIDIC CONTRACTS COMMITTEE (United Kingdom)
- **Dr Nael Bunni**, FIDIC CONTRACTS COMMITTEE (Ireland)
- **Siobhan Fahey**, FIDIC CONTRACTS COMMITTEE (Ireland)
- **Svend Poulsen**, FIDIC UPDATES COMMITTEE (Denmark)
- **Aisha Nadar**, FIDIC MDB TASK GROUP (Sweden)
- **Abdulla Al Amri**, SOCIETY OF ENGINEERS (UAE)
- **Mahmoud Abu Hussein**, DOLPHIN ENERGY (UAE)
- **Vincent Leloup**, EC HARRIS (France)
- **Arthur Bell**, APB (UAE)
- **Dr Nabil Abbas**, ABAS ARCHITECTS & CONSTRUCTION CONSULTANTS (Saudi Arabia)
- **Martin Albert**, HOCHTIEF SOLUTIONS MIDDLE EAST QATAR W.L.L. (Qatar)
- **Assil Al Houssan**, DRAKE & SCULL INTERNATIONAL PJSC (UAE)
- **Peter Collie**, AHMED IBRAHIM IN ASSOCIATION WITH FENWICK ELLIOTT (UAE)
- **Ahmed Ibrahim**, AHMED IBRAHIM IN ASSOCIATION WITH FENWICK ELLIOTT (UAE)
- **Andy Hewitt**, HEWITT CONSTRUCTION CONSULTANCY FZE (UAE)
- **Ellis Baker**, WHITE & CASE (United Kingdom)
- **Samer H. Skaik**, HERIOT-WATT UNIVERSITY (UAE)
- **Sebastian Hök**, HOK STIEGLMEIER & KOLLEGEN (Germany)
- **Munther Saket**, ALLIED PLANNING & ENGINEERING CORPORATION (Jordan)
- **Christoph Theune**, FIDIC CONTRACTS COMMITTEE (Germany)
- **Khalil Hasan**, CONSTRUCTION SOLUTIONS (Pakistan)
- **Michael Turrini**, WHITE & CASE (UAE)
- **Kamal Adnan Malas**, ENG. DR. KAMAL ADNAN MALAS AND ASSOCIATES (UAE)
- **Lucy Osborne**, CAPITA (UK)
- **Dr Naser Al-Dosani**, SAUDI ARABIA MINING COMPANY (Saudi Arabia)
- **Dr Imad Al Jamal**, UAE CONTRACTORS' ASSOCIATION (UAE)

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# FIDIC Middle East Contract Users'

The Westin Hotel, Abu Dhabi, UAE • 25 & 26 February 2014, Workshops: 24th & 27th February 2014

## Day 1 – 25th February 2014

08:30 Registration & Coffee

09:00 Opening Remarks from the Chairman

**Dr Nael Bunni**, Chartered Engineer; Chartered Arbitrator; Special Advisor, FIDIC CONTRACTS COMMITTEE; Leader, FIDIC SUBCONTRACT TASK GROUP; FIDIC Adjudicator (Ireland)

09:05 **Keynote Speech**

**Eng. Abdulla Al Amri**, Vice President, SOCIETY OF ENGINEERS (UAE)

09:15 **FIDIC Main Contracts – An Overview**

This session will apprise delegates on the contracts currently being updated by FIDIC and new contracts under preparation. The speaker will explain why the updates and new contracts are needed, what are the expected key features of the updated/new contract, and target timescales for publication.

- Update of Yellow Book 1999
- Updates of Red Book 1999 and Silver Book 1999
- New subcontract for Yellow Book 1999
- Q&A

**Siobhan Fahey**, Chartered Engineer & Arbitrator; Member, FIDIC CONTRACTS COMMITTEE (Ireland)

**Svend Poulsen**, Project Director, ATKINS; Chair, FIDIC UPDATES COMMITTEE (Denmark)

10:00 **FIDIC EPC/Turkey Contract (Silver Book)**

Discuss latest developments in the use of the EPC/ Turnkey contract in the Middle East and beyond and gain a thorough understanding of its potential. Discover how possibilities for additional payment and additional time are limited to a greater degree than under traditional contracts. The speaker will discuss these and many other aspects of this contract including:

- Analysing the context of the 1987 Contracts and the 1990 Contracts
- Multiple turnkey projects
- Design liability and front-end engineering design
- Handling unforeseen ground conditions
- Risk allocation
- Q&A

10:40 Morning Coffee Break

11:00 **The FIDIC Subcontract**

This session will brief delegates on the practical issues surrounding the main back-to-back provisions of the new FIDIC Construction Subcontract, published in October 2011 for use in conjunction with the FIDIC Construction Contract, including:

- Variations
- Interim payments
- Taking-over
- Indemnities
- Claims and disputes
- Pitfalls & tips of subcontract nomination
- Q&A

**Siobhan Fahey**, Chartered Engineer & Arbitrator; Member, FIDIC CONTRACTS COMMITTEE (Ireland)

**Samer H. Skaik**, Founder & Principal, Construction Management Guide, Teaching Fellow & Research Supervisor, HERIOT-WATT UNIVERSITY (UAE)

11:45 **Particular Conditions and Common Adjustments in the Region**

Martin's presentation will show you how to effectively use Particular Conditions in order to adjust General Conditions of contract – as meant by FIDIC. He will present and discuss common adjustments which can be found throughout the GCC region, with a specific focus on Qatar and UAE. Such adjustments generally affect the risk profile which Martin will outline and assess. Finally, even though the GCC is governed by the general principle of freedom of contract, he will explain the legal boundaries given by local laws, with some practical examples.

- General Conditions vs. Particular Conditions – how to adjust FIDIC
- Common adjustments in the MENA region
- Resulting risk profile
- Freedom of contract vs. limiting factors as per local law

**Martin Albert**, Head of Legal Affairs, HOCHTIEF SOLUTIONS MIDDLE EAST QATAR W.L.L. (Qatar)

12:30 Networking Lunch

13:40 **FIDIC and the Role of the Engineer**

The Engineer should play the central role in the administration of a FIDIC Contract. This session will look at the way the Engineer's role has evolved over the years with particular emphasis on how it was envisaged to be in the 1999 FIDIC 'Red' and 'Yellow' Books, how that role has actually developed in practice and what the future may hold for the role of the Engineer. As Employers increasingly look to limit the authority of the Engineer's role, what does this mean for the Engineer and for the Contractor? Is there a feasible alternative?

- Overview of the consulting industry in the Middle East
- Re-assessing the role of the Engineer
- Current trends regionally and internationally
- Role of the Engineer vs DAB in claims management and dispute resolution
- How Employers and Contractors understand the role of the Engineer
- What Employers and Contractors expect from the Engineer
- Consequences of limiting the Engineer's authority
- Q&A

**Vincent Leloup**, Partner, EC HARRIS (France)

**Munther Saket**, Contracts Consultant, ALLIED PLANNING & ENGINEERING CORPORATION (Jordan)

14:15 **FIDIC Harmonised Contract – The Cornerstone of MDB Infrastructure Procurement**

The major Multilateral Development Banks (MDBs) adopted the General Conditions of the FIDIC conditions of contract for building and engineering works designed by the Employer (the FIDIC Conditions of Contract for Construction), and its previous version, in their Standard Bidding Documents (SBDs) for major works to ensure environmentally and socially responsible procurement and successful project delivery.

## Gain up to 24 SRA hours!

24 hours (main conference & all workshops)

12 hours (main conference)

6 hours (workshop A)

3 hours each (workshops B & C)

*"I appreciate the "local flavour" of the event and the openness of the contract committee to explain the changes envisaged and listening for suggestions from the audience"*

O Valentina, AB RESOLUTION

*This session will address the contract's advantages by shedding light on:*

- Development of a Procurement Strategy: MDB best practice
- What changes under the MDB contract
- Special clauses on working conditions

**Aisha Nadar, Consultant; Special Adviser, FIDIC MDB TASK GROUP; Member, FIDIC UPDATES TASK GROUP (Sweden)**

### 14.35 The White and Green Books in Practice - an Employer's Perspective

*This session examines the use of the White and the Green Books in Commercial Office Fit-Out Projects in the Middle East and how they are viewed from an Employer's stand point. The session will explore the following topics:*

- Using the White Book to appoint the Project Management Consultant (PMC)
- Using the White Book to appoint the Lead Design Consultant (LDC)
- Using the Green Book to appoint the Main Fit-Out Works Contractor
- The Employer's areas of concern
- Areas of potential improvements: identifying and setting up the limits
- Issues for considerations

**Mahmoud Abu Hussein, Senior Contracts Engineer, DOLPHIN ENERGY (UAE)**

### 15:00 Bribery & Corruption in the Construction Sector

- Middle East: Current situation and experiences
- FIDIC policies
- FIDIC activities
- Using FIDIC contracts & standards when fighting against corruption
- Q&A

**Dr Nabil Abbas, General Manager, ABAS ARCHITECTS & CONSTRUCTION CONSULTANTS (Saudi Arabia)**

**Sebastian Hök, Adjudicator, FIDIC UPDATES TASK GROUP (Germany)**

15:40 Networking Break & Refreshments

### 16:00 Pursuing Claims Under FIDIC Contracts - Regionally & Internationally

*This session will discuss the procedures and mechanisms for effective management and administration of construction claims under a FIDIC contract. FIDIC provisions which permit or alternatively disallow claims will be highlighted. The counter-claims procedure available to the Employers will also be explained. This session will additionally recommend guidelines for claims avoidance and dispute resolution thereof. Some suggestions in respect of claims provisions for future FIDIC updates will be presented. Specific topics in this session will include:*

- Notices and claims procedures
- Failure to notify or submit supporting particulars
- Extension of time claims
- Claims for additional payments under various clauses
- Cause-effect link that is necessary to support a construction claim
- Employer's claims
- Best practices for claims avoidance
- Claims dispute resolution procedure
- Wish list for future FIDIC Updates
- Q&A

**Khalil Hasan, Managing Partner, CONSTRUCTION SOLUTIONS (Pakistan)**

**Andy Hewitt, Construction Contracts and Claims Consultant, HEWITT CONSTRUCTION CONSULTANCY FZE (UAE)**

### 16:50 Contract Administration Issues Under FIDIC

*Technical and economic success of a constructional measure is determined by the quality of the client's independent Consulting Engineer for the planning, administration and supervision on site for the project. Such a sufficiently detailed project structure plan, with clear guidelines as to the purpose of the project and scope of services, is therefore highly recommended. The "White Book Agreements" in connection with the "Conditions of Contract" exactly meet these requirements.*

- The White Book Agreements :
  - Client/Consultant Model Services Agreement
  - Sub-Consultancy Agreement
  - Joint Venture Agreement
- Scope of services (Definition of Services Guidelines, Building Construction, 2009)
- Duty of care and exercise of authority
- Necessary adaptation of technical requirements as integrated design of the entire project purpose by the Sub-Consultant
- JV agreement for the purpose of technology and know-how transfer
- Q&A

**Philip Jenkinson, Principal Consultant, ATKINS; Chair, FIDIC CONTRACTS COMMITTEE (United Kingdom)**

**Sebastian Hök, Adjudicator, HOK STIEGLMEIER & KOLLEGEN (Germany)**

### 17:30 Close of Day 1 and Drinks Reception

## Day 2 – 26th February 2014

08:35 Registration & Coffee

09:00 Chairman's Opening Remarks

**Philip Jenkinson, Principal Consultant, ATKINS; Chair, FIDIC Contracts Committee (United Kingdom)**

### 09:05 International Case Studies Review – Experiences from FIDIC Users

- Issues encountered in Tender & Contract Drafting and formulation in the region
- Large port construction project in Northern Africa, based on an amended FIDIC 1999 Silver Book contract: risk allocation changes & corresponding management of unforeseen difficulties
- Payment and certification for Nominated Subcontractors
  - Who is authorized to certify the Nominated Subcontractor's payment
  - What does this certificate include
  - Differences between FIDIC 1987 and 1999 red books
  - When the Contractor can stop or deduct from the payment
  - When the Employer can make a direct payment to the Nominated Subcontractor

**Arthur Bell, Director, APB CONSULT (UAE)**

**Vincent Leloup, Partner, EC HARRIS (France)**

**Assil Al Houssan, Commercial Manager, DRAKE & SCULL INTERNATIONAL PJSC (UAE)**

**"The variety and quality of speakers and attendees resulted in a very dynamic event"**

M Davies, HIGH POINT RENDAL

To register or for the latest programme:  
**www.ibclegal.com/fidicme**

### 10:00 The DBO contract (FIDIC Gold Book)

*Since its publication in 2008, the Design, Build and Operate Contract has become one of the most popular of the FIDIC forms. It incorporates all the main features of the earlier FIDIC Books with improved and up-dated risk and insurance provisions and takes a new look at the provisions for the prevention and resolution of disputes. The speaker will address:*

- The rationale behind the DBO approach
- Key features of the Gold Book (Green-Field-Scenario)
- The Brown-Field Scenario
- Risk Allocation, Liability and Insurance
- The DAB provisions with focus on Avoidance and Enforcement
- Q&A

**Christoph Theune**, Director Operations, LAHMEYER GWK CONSULT (Germany); Member FIDIC CONTRACTS COMMITTEE

10:35 Morning Coffee Break

### 10:50 Decennial Liability and Decennial Insurance

*Decennial liability is a strict liability for 10 years imposed for certain latent defects in the stability of the structure and for major defects in the weather shield. It exists mainly in jurisdictions where the civil code forms the basis of the legal system, such as the UAE. The exact definition of the liability differs from one jurisdiction to another and in some cases it is updated and refined as frequently as the changes in construction practice demand. It is however required by law in some jurisdictions, but only used in practice in others.*

- Definitions of decennial liability & decennial insurance
- Who is held liable?
- When does the period of liability start?
- The decennial insurance cover
- Subrogation

**Dr Nael Bunni**, Chartered Engineer; Chartered Arbitrator; Special Advisor, FIDIC CONTRACTS COMMITTEE; Leader, FIDIC SUBCONTRACT TASK GROUP; FIDIC Adjudicator (Ireland)

### 11:30 Risk Allocation Under the FIDIC Forms of Contract

*The FIDIC 'Rainbow' suite of contracts allocates risk between the parties in very different ways. This presentation will discuss how the balance of risks is shared in the different contracts and how the most appropriate form of contract should be chosen for the project.*

- How is risk allocation across the FIDIC suite of contracts
- Allocation of specific risks
- Balanced risk sharing principles
- Benefits to stakeholders
- Imbalanced risk allocation?
- Abuse of particular conditions
- Allocating risk in the design phase under the Employer's Requirements
- Q&A

**Dr Nabil Abbas**, General Manager, ABBAS ARCHITECTS & CONSTRUCTION CONSULTANTS (Saudi Arabia)

**Lucy Osborne**, Director, Expert Witness and Advisory Services; Property and Infrastructure, CAPITA (UK)

### 12:10 Mis-Application of FIDIC Contracts

**Eng. Dr. Kamal Adnan Malas**, International Arbitrator, ENG. DR. KAMAL ADNAN MALAS AND ASSOCIATES (UAE)

12:40 Networking Lunch

### 14:00 Dispute Boards in Practice – A New Dawn

- Contractual approach of the 1999 suite of contracts
- The recent amendment to Clause 20
- Dispute avoidance – an essential part of project delivery in the Middle East?
- DABs v DRBs - which should you choose?
- Enforcement in the Middle East

**Peter Collie**, Partner, AHMED IBRAHIM IN ASSOCIATION WITH FENWICK ELLIOTT (UAE)

**Ahmed Ibrahim**, Partner, AHMED IBRAHIM IN ASSOCIATION WITH FENWICK ELLIOTT (UAE)

### 14:50 Construction Arbitration Under Islamic Law

*A brief history of arbitration under various civilizations such as Babylonians, Assyrians, Ancient Egyptians, the Greeks, the Romans, Arabs and Islam. The presentation deals with legal aspects and legitimacy under Islamic Law (Shari'a). The identification of arbitration principles under Islamic Law (Shari'a) in comparison to judiciary, reconciliation and expertise in the legal and practical context are also discussed.*

- History of arbitration and ancient civilizations
- The legality of arbitration in Islam and its ruling and the significance of its legitimacy
- Arbitration under Islamic Law (Shari'a)
- The definition of arbitration and the difference between it and judiciary, reconciliation and expertise
- Construction Contracts in Saudi Arabia: Contractual Legal Issues & FIDIC Standard Contracts
  - Main contractual disputes raised from construction contracts in Saudi Arabia
  - Traditional dispute resolution methods
  - Time bar and waiver clauses inconsistent with Shari'a principles
  - Experience of FIDIC contracts and disputes in Saudi Arabia

**Dr Imad Al Jamal**, Chairman, UAE CONTRACTORS' ASSOCIATION (UAE)

**Dr. Naser Al-Dosari**, Legal Advisor SAUDI ARABIA MINING COMPANY (Saudi Arabia)

15:40 Networking Break & Refreshments

### 15:55 Arbitration & Alternative Dispute Resolution

*This session considers the opportunities for avoidance and early resolution of disputes under the FIDIC contract provisions. This is intended to equip the representatives and advisors of the Parties and the Engineer to make good choices in moving towards a cost effective resolution.*

- The dispute phenomenon
- Dispute avoidance
- Amicable settlement in context of developments in alternative dispute resolution
- Recent developments and trends in international arbitration
- Q&A

**Ellis Baker**, Head of Construction & Engineering Practice Group, WHITE & CASE; Lead Author of FIDIC Contracts in Law and Practice (Informa, 2009) (United Kingdom)

**Aisha Nadar**, Consultant; Special Adviser, FIDIC MDB TASK GROUP; Member, FIDIC UPDATES TASK GROUP (Sweden)

**Michael Turrini**, Partner, WHITE & CASE (UAE)

**Nael Bunni**, Chartered Engineer; Chartered Arbitrator; Special Advisor, FIDIC CONTRACTS COMMITTEE; Leader, FIDIC Subcontract Task Group; FIDIC Adjudicator (Ireland)

17:00 Close of Main Conference

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# FIDIC Middle East Contract Users' Conference

The Westin Hotel, Abu Dhabi, UAE • 25 & 26 February 2014, Workshops: 24th & 27th February 2014

Dear Colleague,

Following the resounding success of last year's **FIDIC Middle East Contract Users' Conference** I am delighted to announce the 5th annual staging of this event on **25th & 26th February 2014** in **Abu Dhabi**.

If you attended the conference last year you will already know this was **attended by more than 100 professionals** from across Middle Eastern countries including, **UAE, Saudi Arabia, Qatar, Jordan, Egypt, Syria, Libya, Lebanon, Kuwait** and other regions, making this an incredibly successful FIDIC Contract Users' event.

Early indications are that the programme we have the pleasure of enclosing today will once again attract considerable interest from delegates across the Middle East. So don't miss this opportunity to join your peers at the region's most talked about FIDIC meeting and benefit from up to the minute updates from the FIDIC task groups on:

- The **New FIDIC Rainbow Suite** – Latest Developments
- Understanding **Risk Allocation** Under the **Plant** and **EPC/Turnkey** Contracts
- **Subcontracting** under FIDIC Conditions of Contract
- **Claims** under FIDIC Contracts
- **Construction Contract** (Red Book) and **MDB Harmonised Editions**: Recent Experience
- **FIDIC Integrity Policies** - How to Implement On Site
- **DAB Procedures, Arbitration** and **ADR**

Plus! Don't miss a number of new **practical case studies** from across the region & beyond.

FIDIC Middle East Contract Users' Conference is now firmly established as a must-attend on the diaries of **hundreds of contract users across the Middle East**, so join us as well and be part of this exclusive event.

We look forward to seeing you there!

Best wishes

François Baillon  
FIDIC

Michele Costa  
IBC Legal

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- FIDIC is the international federation of national associations of consulting engineers. The members of each national association comply with FIDIC's code of ethics which calls for impartial advice, competence and fair competition
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authorities and engineers. Our extensive knowledge of the relevant local laws of the Middle East region, coupled with the international construction law specialist expertise of Fenwick Elliott, means that we can provide our clients with the 'best of both worlds', allowing us to identify and respond to our clients' needs quickly, cost-effectively and in a seamless integrated manner. In addition, our team members are native Arabic speakers and offer the advantage of being able to provide specialist legal advice in both Arabic and English languages. They also possess a first-hand understanding of Middle Eastern business culture. Visit [www.ibrahimfenwick.com](http://www.ibrahimfenwick.com)

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## PRE-CONFERENCE WORKSHOP - 24th February 2014

**Workshop A** (09:00 - 16:30 - Registration & Coffee from 08:30)

### Introduction to FIDIC Contracts

Attend this pre-conference primer day to acquire basic knowledge of the main forms of contract comprised in the "rainbow" suite of FIDIC contracts. FIDIC contract experts will take you through the entire rainbow book collection and explain in detail the specificities and purposes of each form. Delegates will also hear a summary of how FIDIC's works contracts have become widely used industry standards and receive an update on the use, sale, translation, licensing, and recent developments of FIDIC contracts, worldwide. FIDIC experts will invite delegates to participate in practical exercises exploring key concepts embodied in the FIDIC contracts.

#### Coverage Includes

- Different contract strategies addressed by the FIDIC suite
- Detailed analysis of the FIDIC rainbow collection of forms of contract:
  - Green Book
  - Red Book
  - Yellow Book
  - Silver Book
- Risk allocation and business processes for the FIDIC suite
- The growing influence of FIDIC's suite of contracts in establishing world-class industry standards
- How FIDIC's major works contracts are being used worldwide
- Comparative advantages of FIDIC in relation to other forms of contract
- Emerging FIDIC users' regions and hot spots

#### Workshop Leaders:

**Aisha Nadar**, Member, **FIDIC UPDATES TASK GROUP** (Sweden)

**Svend Poulsen**, Project Director, **ATKINS**; Chair, **FIDIC UPDATES COMMITTEE** (Denmark)

## POST-CONFERENCE WORKSHOPS - 27th February 2014

**Workshop B** (09:00 - 12:30 - Registration & Coffee from 08:30)

New for  
2014

### Mastering Construction Claims & Defence

Attend this practical workshop for an introduction to different claims procedures, a deeper understanding of concurrent delay principles and how they are applied, relevant elements within the FIDIC contract suite, when and how to claim under the contract, when to claim for breach, and much more.

#### Coverage Includes

- Bringing a global claim
- Relevant elements within the FIDIC contract suite
- Establishing schedule and cost controls
- Concurrent delay principles and how they are applied
- Implied terms regarding prevention
- When and how to claim under the contract and when to claim for breach
- Considerations in EoT assessments: Critical path & cause and effect
- How delay and disruption claims are assessed
- Overhead & additional payment claims
- Prolongation, disruption and acceleration cost claims

**Workshop C** (13:30 - 17:00)

### Advanced Dispute Resolution Strategies

This session will guide you through the various dispute resolution tools presently available and assess the pros and cons of each possible approach for your particular projects. By attending this workshop, you will gain a comprehensive understanding of:

- Practical issues, options and solutions in avoiding and resolving disputes: when negotiating contracts and during projects.
- An interactive "mock dispute" that progresses through the FIDIC 1999 suite's dispute escalation provisions.
- The pros and cons of each stage of the dispute escalation process.
- Determinations by the Engineer.
- Dispute Adjudication Board decisions.
- Amicable settlement discussions.
- Arbitration, including enforcement of awards.
- Calls on on-demand bonds and the constraints in FIDIC's Conditions of Contract.

# FIDIC Middle East Contract Users' 2014

Main Conference: 25 & 26 February 2014, Workshops: 24th & 27th February 2014

The Westin Hotel, Abu Dhabi, UAE

## VIP CODE

Please quote the above VIP code when registering

### WHEN AND WHERE

FKW82447  
25th & 26th February  
Workshops 24th & 27th  
February  
Abu Dhabi

Venue: **The Westin Hotel**  
Abu Dhabi Golf Club,  
Sas Al Nahh - Abu Dhabi - United Arab Emirates  
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Delegates are responsible for the arrangement and payment of their own travel and accommodation. Informa has arranged a special room rate at a number of hotels. If you wish to book a room, please contact Venue Search, call +44 (0)20 8547 1767; email [beds@venuesearch.co.uk](mailto:beds@venuesearch.co.uk). Please state that you are an IBC delegate.

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Payment should be made within 14 days of registration. All registrations must be paid in advance of the event. When registering, please quote your VIP code – found in top right hand corner of this booking form.

### HOW MUCH?

	Book by 23rd January 2014	Standard Price
<b>Full Event:</b> 2-day main conference + full-day "Intro to FIDIC Contracts" workshop + both half-day workshops	<b>SAVE £600</b> £2696	<b>SAVE £500</b> £2796
<b>3.5 Day Package:</b> 2-day main conference + full-day "Intro to FIDIC Contracts" workshop + 1 half-day workshop (specify 1 workshop below)	<b>SAVE £400</b> £2397	<b>SAVE £300</b> £2497
<b>3 Day Package 1:</b> 2-day main conference + both half-day workshops	<b>SAVE £400</b> £2097	<b>SAVE £300</b> £2197
<b>3 Day Package 2:</b> 2-day main conference + full-day "Intro to FIDIC Contracts" workshop	<b>SAVE £200</b> £2098	<b>SAVE £100</b> £2198
<b>2.5 Day Package:</b> 2-day main conference + 1 half-day workshop (specify 1 workshop below)	<b>SAVE £200</b> £1798	<b>SAVE £100</b> £1898
<b>2-day Main Conference Only:</b>	<b>SAVE £100</b> £1399	£1499
<b>1-day "Intro to FIDIC Contracts" Workshop Only:</b>	£799	£799
<b>Half-day Workshops Only:</b> (specify workshop(s) below)	£499 each	£499 each

Specify your half-day workshop(s):

- Workshop B – 27th Feb. 2014, Morning: Construction Claims & Defence  
 Workshop C – 27th Feb. 2014, Afternoon: Dispute Resolution Strategies

**30% Discount for African and Selected Asian Companies** - see page 5 for details

**£200 discount for 3rd and subsequent delegates.** Please note the conference fee does not include accommodation or travel costs. All discounts can only be claimed at the time of registration and multibooking discounts cannot be combined with other discounts that may be available (apart from early booking discounts which are available to everyone). All discounts are subject to approval. We are happy to accept a replacement delegate for the whole event, however delegate passes cannot be split or shared between delegates under any circumstances.

### THREE EASY WAYS TO PAY

- Cheque: Enclosed is our cheque for £ ..... in favour of IIR UK Ltd  
Please ensure that the Reference Code **FKW82447** is written on the back of the cheque
- By Bank Transfer: Full details of bank transfer options will be given with your invoice on registration.

**To make payment by credit card:** To ensure we provide the highest level of security for your credit card details we are unable to accept such payments via email or fax, which ensures that these details are never stored on our network. To make payment by credit card on-line, please enter your credit card details in our secure payments website that you will use when making your booking via the event website (the event web address is near the top of the booking form). Alternatively call our customer service team on +44 (0) 20 7017 5503.

**Additional Requirements** Please notify Informa at least one month before the conference date if you have any additional requirements e.g. wheelchair access, large print etc.

**TERMS AND CONDITIONS** Attendance at this Event is subject to the IBC Legal Delegate Terms and Conditions at <http://www.informaglobalevents.com/division/ibc-legal/termsandconditions>. Your attention is drawn in particular to clauses 6, 8 and 14 of the IBC Legal Delegate Terms and Conditions which have been set out below: **Cancellation Policy:** If you cancel in accordance with this policy, you will receive a refund of your fees paid to IBC Legal (if any); if you cancel your registration 28 days or more before the Event, subject to an administration charge equivalent to 10% of the total amount of your fees plus VAT; or if you cancel your registration less than 28 days, but more than 14 days before the Event, subject to an administration charge equivalent to 50% of the total amount of your fees plus VAT. IBC Legal regrets that the full amount of your fees remains

payable in the event that your cancellation is 14 days or less before the Event or if you fail to attend the Event. All cancellations must be sent by email to [professionalcustserv@informa.com](mailto:professionalcustserv@informa.com) marked for the attention of Customer Services and must be received by IBC Legal. You acknowledge that the refund of your fees in accordance with this policy is your sole remedy in respect of any cancellation of your registration by you and all other liability is expressly excluded.

**Changes to the Conference:** IBC Legal may (at its sole discretion) change the format, speakers, participants, content, venue location and programme or any other aspect of the Event at any time and for any reason, whether or not due to a Force Majeure Event, in each case without liability. **Data Protection:** The personal information which you provide to us will be held by us on a database. You agree that IBC Legal may share this information with other companies in the Informa group. Occasionally your details may be made available to selected third parties who wish to communicate with you offers

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**Incorrect Mailing:** If you are receiving multiple mailings or you would like us to change any details, or remove your name from our database, please contact the Database Manager at the above address quoting the reference number printed on the mailing label. **By completing and submitting this registration form, you confirm that you have read and understood the IBC Legal Delegate Terms and Conditions and you agree to be bound by them.**

Documentation orders can only be processed on receipt of credit card details. To ensure we provide the highest level of security for your credit card details we are unable to accept such payments via email or fax, which ensures that these details are never stored on our network. To make payment by credit card: To make your payment on-line, please enter your credit card details in our secure payments website that you will use when making your documentation purchase via the event website (the event web address is near the top of the booking form). Alternatively call our customer service team on +44 (0)20 7017 5503 or email your phone number with your documentation order to [knvregistration@informa.com](mailto:knvregistration@informa.com) and we will call you.