



*in association with*

**MATRIX** Seminars

**A 2-day FIDIC accredited training course on:**

**The FIDIC Design-Build Contracts: Practical Use of the Yellow and Silver Books**

**In London, England, Wednesday 13<sup>th</sup> – Thursday 14<sup>th</sup> May 2015**



Matrix Seminars is an accredited FIDIC training supplier

***To register or for further information:***

**Telephone +44 (0) 203 390 0421**

**Fax: +44 (0) 203 390 0423**

**Email: [info@matrix-seminars.com](mailto:info@matrix-seminars.com)**

**[www.matrix-seminars.com](http://www.matrix-seminars.com)**

## **The FIDIC Design-Build Contracts: Practical Use of the Yellow and Silver Books**

### **About the course**

This 2-day intensive course will provide a thorough, up-to-date understanding of the main FIDIC design-build construction forms of contract. The provisions of the Plant and Design-Build (Yellow Book) and EPC/Turnkey (Silver Book) contracts will be considered in detail and compared and contrasted.

Which form should I use as the basis for my design-build project? What are the risks involved for the contractor and the employer? How can I better manage these risks and use and operate the contract more effectively and with better results than before?

Case studies will be included and there will be ample opportunity for discussion.

The course is accredited by FIDIC and each delegate will receive a certificate of participation.

### **Topics Covered**

The course begins by introducing FIDIC and the FIDIC suite of contracts, including latest developments. We put the design-build forms in context, looking at the basic differences in risk allocation between the EPC/turnkey model of the Silver Book and the more traditional Yellow Book.

We follow with a detailed consideration of the individual clauses of the two Books, comparing and contrasting them with respect to such key issues as contractor responsibility for design, fitness for purpose, errors in Employer's Requirements, and unforeseeable physical conditions.

Other topics to be covered include practical points about drafting particular conditions and the need to coordinate them with the general conditions; progress and programme - importance and requirements; delays and extensions of time; delay damages – penalties and liquidated damages; performance securities; plant, materials and workmanship; tests on and after completion; taking over; defects liability; the contract price; variations, adjustments and payment; termination and suspension; allocation of specific risks; force majeure - meaning and effect of force majeure events; contractor's and employer's claims including the sub-clause 20.1 time bar. We also consider how the contracts provide for resolving disputes: the DAB process, amicable settlement and arbitration, including the different arbitration institutions and how arbitration awards might be enforced.

### Who should attend?

This course is aimed at providing systematic and practical guidance to anyone engaged in international projects with a design-build element. It will appeal to representatives of contractors, employers, developers, project sponsors and funders, insurers, plant and equipment manufacturers, engineers, project managers, lawyers and any others engaged in design-build projects with a cross-border element.

### About the speaker



Our speaker will be William Godwin, a specialist construction and engineering lawyer based in London and FIDIC expert with over twenty years' experience including use of the White Book. He has successfully conducted numerous training courses on the FIDIC forms and is accredited by FIDIC as an instructor. In February 2013 Wiley Blackwell published his *International Construction Contracts: a Handbook*, which includes a commentary on the FIDIC contractor-design forms.

William holds a doctorate from Oxford University and is an arbitration panel member of the Dubai International Arbitration Centre, the China International Economic and Trade Arbitration Commission and the Shanghai International Arbitration Center. He is an approved adjudicator of the English Technology and Construction Bar Association.

### What will be provided?

All those attending and completing the course will be provided with

- a certificate verifying their participation in this FIDIC accredited event
- training copies of both the Yellow and the Silver Books general conditions
- a course booklet containing the PowerPoint presentation used
- refreshments and lunch on both days

## Where will the course be held?

The course will be held in the Hotel Novotel London Tower Bridge, close to all amenities and London City airport.

Hotel Novotel London Tower Bridge  
10 Pepys Street  
EC3N 2NR LONDON  
UNITED KINGDOM  
Tel (+44)2076/600675  
Fax (+44)20/72656060  
E-mail [H3107@accor.com](mailto:H3107@accor.com)

## Course Fee

The course fee is 1200 Euros per delegate. If your organisation registers more than one delegate then the fee is reduced to 1100 Euros for the second and subsequent delegates.

Fees are payable in full in advance and include the two days' training, course materials, certificate of completion of the course, a copy of the FIDIC contracts discussed as well as all refreshments and lunch on the two days.

We will provide receipts for each registered and paid place on the course.

Delegates are responsible for arranging their own travel, any necessary visas and hotel accommodation and these are not included in the fee. Sleeping rooms can be reserved by contacting the hotel directly:

Hotel Novotel London Tower Bridge  
10 Pepys Street  
EC3N 2NR LONDON  
UNITED KINGDOM  
Tel (+44)2076/600675  
Fax (+44)20/72656060  
E-mail [H3107@accor.com](mailto:H3107@accor.com)

# PROGRAMME

DAY ONE	DAY TWO
<b>08.30 - 09.00 Registration</b>	
<b>09.00-10.30 Overview of FIDIC and the FIDIC construction contracts</b> <ul style="list-style-type: none"> <li>• Outline of FIDIC and the FIDIC contracts.</li> <li>• The main current construction forms: Red, Yellow, Silver and Gold Books; the MDB harmonised edition</li> <li>• Latest developments</li> </ul>	<b>09.00-10.30</b> <ul style="list-style-type: none"> <li>• Clauses 6, 7 and 8: Staff and labour; Plant, materials and Workmanship;</li> <li>• Commencement, delays and suspension; the contract programme; extensions of time in the Yellow and Silver Books</li> <li>• Delay damages – right to levy - liquidated damages and penalties.</li> <li>• Clauses 9-12: Tests on and after completion;</li> <li>• Employer's Taking over; defects liability; tests after completion.</li> </ul>
<b>10.30 - 11.00 Refreshments</b>	<b>10.30 - 11.00 Refreshments</b>
<b>11.00 – 12.30</b> <b>The FIDIC Yellow and Silver Books : principles and detail</b> <ul style="list-style-type: none"> <li>• FIDIC's Yellow Book: its development, use and the roles of Employer, Contractor and Engineer</li> <li>• Background to EPC / Turnkey Projects: why the Silver Book?</li> <li>• What is an EPC or turnkey project?</li> <li>• When is an EPC/turnkey type of project delivery used?</li> </ul>	<b>11.0 – 12.30</b> <ul style="list-style-type: none"> <li>• Clauses 13 and 14: Variations, Adjustments and Payment.</li> <li>• Clause 15: termination by Employer; Contractor default; termination for convenience.</li> <li>• Clause16: Suspension and Termination by the Contractor.</li> <li>• Clauses 17-19: Allocation of specific risks; insurance obligations; Force Majeure - meaning and effect of force majeure events.</li> </ul>
<b>12.30 - 13.30 Lunch</b>	<b>12.30 – 13.30 Lunch</b>
<b>13.30 - 15.00</b> <ul style="list-style-type: none"> <li>• Advantages and pitfalls of the EPC/turnkey model from contractor/employer's perspectives</li> <li>• Structure of the Yellow and Silver Books</li> <li>• Clauses 1-3: the General Provisions; law and language of the contract; importance of the Particular Conditions; coordinating the General with the Particular Conditions, Roles of Employer, Contractor and their Representatives in the Silver Book compared with Employer, Contractor and Engineer in the Yellow; Employer's Requirements; Employer's claims.</li> </ul>	<b>13.30 - 15.00</b> <ul style="list-style-type: none"> <li>• Clause 20: Contractor's claims; the Sub-Clause 20.1 time bar; importance of contemporary records; notices of claim; identifying claim events and circumstances.</li> </ul> <b>Dispute resolution in the FIDIC contracts through DAB and Arbitration</b> <ul style="list-style-type: none"> <li>• The DAB process: what is a DAB and how does it work?</li> <li>• What happens if the dispute is not finally resolved after a DAB?</li> <li>• Amicable settlement</li> <li>• Arbitration: what is arbitration and how is arbitration conducted?</li> <li>• How can the successful party enforce an arbitration award?</li> </ul>
<b>15.00 - 15.30 Refreshments</b>	<b>15.00 - 15.30 Refreshments</b>
<b>15.30 - 17.00</b> <ul style="list-style-type: none"> <li>• Clauses 4 and 5: the Contractor's obligations; design, execution, fitness for purpose in the Yellow and Silver Books. Unforeseeable difficulties/physical conditions; errors in Employer's Requirements; Contractor's Documents; performance security; progress.</li> </ul>	<b>15.40 - 17.00</b> <ul style="list-style-type: none"> <li>• Practical points about managing a dispute and reducing the risk of lengthy and expensive proceedings.</li> <li>• Concluding discussion and presentation of certificates.</li> </ul>

## How to register

You can register:

- by email to [info@matrix-seminars.com](mailto:info@matrix-seminars.com) providing the delegate information or the Booking Form below
- by faxing the completed Booking Form to +44 (0) 203 390 0423
- by visiting [www.matrix-seminars.com](http://www.matrix-seminars.com) and following the instructions for on-line booking
- by phone on +44 (0) 203 390 0421

## Payment Methods

Payment is due in full in advance and may be made by any of the following methods:

Bank transfer to the account shown below

Online, at [www.matrix-seminars.com](http://www.matrix-seminars.com) (see link under Events)

HSBC Bank

Sort Code: 40 06 29

A/c Number: 91846140

IBAN: GB28MIDL400629 91846140

Swift Code: MIDLGB22

Branch Identifier Code: MIDLGB2107P

Beneficiary Name: Matrix Seminars Ltd

## Cancellations and alterations

Cancellations by delegates must be made in writing at least 21 days in advance of the course and in that event a refund less 10% for administration costs will be made. It is regretted that after this date no refunds of fees will be made. Substitutions of delegates may be made at any time.

Matrix Seminars reserves the right to cancel the course because it is undersubscribed or for any other reason and in that event a full refund of fees paid will be made automatically. Such refund will be the full extent of Matrix Seminars' liability and it will not be responsible for any travel, accommodation or other costs or losses that might be incurred as a result of the cancellation.

Matrix Seminars reserves the right to change the speakers, timing or venue of the course if necessary.

# Booking Form

The FIDIC Design-Build Contracts: Practical Use of the Yellow and Silver Books

In London, England , Wednesday 13<sup>th</sup> – Thursday 14<sup>th</sup> May 2015

Delegate details

<b>First Delegate</b>	<b>Second Delegate</b>
Title (Mr, Mrs, Ms, Dr or other) and first name -----	Title (Mr, Mrs, Ms, Dr or other) and first name -----
Surname/Family name -----	Surname/Family name -----
Company/Organisation -----	Company/Organisation -----
Job Title -----	Job Title -----
Any Special dietary requirements? -----	Any Special dietary requirements? -----
Email address -----	Email address -----

For third and subsequent delegates please provide the above details on a separate sheet.

## Contact details

Please give details of the person in your organisation who will act as our point of contact with your organisation for this event. (Please note: Invoice will be sent to this contact unless otherwise specified)

Title (Mr, Mrs, Ms Dr or other) and first name

Company

-----  
Surname/Family name

-----  
Address

-----  
Job Title

-----  
Telephone

-----  
Email

Cost per delegate: 1200 Euros

If more than one delegate from your organisation, 1100 Euros for the second and any subsequent delegate.

Number of delegates: \_\_\_\_\_ Total: \_\_\_\_\_

Payment method (see below): \_\_\_\_\_ Invoice my organisation ref: \_\_\_\_\_

### Course Organisers

Matrix Seminars Ltd

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