



Contracts 2011

The contract management process, legislative changes and applications, case studies and industry know-how
15 - 16 February 2011, The Grace Hotel, Sydney

Program highlights

- Recent case law and developments in contract law
- The new Australian Consumer Law and Unfair Contract Terms
- The *Government Information Public Access Act 2009 - GIPA* (repealing the *Freedom of Information Act 1989*)
- The Australian Consumer Law - major changes in the *Competition and Consumer Act* (formerly the *Trade Practices Act*)
- Indemnities for breach of contracts- do they do what they say they do?
- Intellectual property in commercial contracts
- Ensuring the success of a contract
- Mitigating risk in distribution contracts

Speakers

- **The Honourable Sir Laurence Street, AC, KCMG, QC**
- **Marcus Bezzi**, Executive General Manager Enforcement and Compliance Division, **ACCC**
- **J W Carter**, Professor of Commercial Law, **University of Sydney**; Consultant, **Freehills** and General Editor, *Journal of Contract Law*
- **Jeffrey Goldberger**, Special Counsel, **Blake Dawson**
- **Dr. Juliet Lucy**, Senior Lawyer, **NSW Crown Solicitor's Office**
- **Nicholas Seddon**, Special Counsel, **Blake Dawson**
- **Wendy Coombe**, National Contracts Manager, **Coca Cola Amatil**
- **Simon Writer**, Manager Consumer Policy Framework Unit, **Department of Treasury**
- **Maria Toth**, Global Engagement Sourcing Manager, **Hewlett-Packard**

Early bird discount expires 7 January 2011

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Contracts 2011

The contract management process, legislative changes and applications, case studies and industry know-how

Day One - Legislative changes and relevant applications

- 8.30 Conference registration
- 8.50 Introduction from the chair
The Honourable Sir Laurence Street, AC, KCMG, QC
- 9.00 Keynote address: The new Australian Consumer Law and Unfair Contract Terms
Marcus Bezzi, Executive General Manager Enforcement and Compliance Division, **ACCC**
- 9.45 Recent case law and developments in contract law
- Contract interpretation - the modern view *Franklins Pty Ltd v Metcash Trading Ltd*. (2009)
 - Pre contract representations - Promissory estoppel and estoppel by convention *Saleh v Romanous*. (2010)
 - Contract damages and remoteness *Sylvia Shipping Co Limited v Progress Bulk Carriers Limited* (2010)
 - Performance bonds *Lucas Stuart Pty Ltd v Hemmes Hermitage Pty Ltd*. (2010)
 - Tendering and the process contract *Ipex ITG Pty Ltd (in liq) v State of Victoria* (2010)
- Jeffrey Goldberger**, Special Counsel, **Blake Dawson**
- 10.45 Morning tea
- 11.05 *The Government Information Public Access Act 2009 (repealing the Freedom of Information Act 1989)*
- New proactive disclosure regime
 - Relevant public interest considerations against disclosure
 - Government contracts register
 - Provision of information by private sector contractors
- Dr. Juliet Lucy**, Senior Lawyer, **NSW Crown Solicitor's Office**
- 11.50 *The New Personal Properties Securities Law*
- Background and objectives of the *Personal Properties Securities Act (PPSA)*
 - A whole new lexicon
 - The PPSA register
 - Transitional issues
- Christine Lithgow**, Special Counsel, **Corrs Chambers Westgarth**
- 12.35 Networking lunch for speakers and delegates

Discussion panel

- 1.35 *The Australian Consumer Law - major changes in the Competition and Consumer Act (formerly the Trade Practices Act):*
- What are the changes?
 - State and territory implementation
 - How the changes affect business
 - How the changes affect government
- Simon Writer**, Manager Consumer Policy Framework Unit, **Department of Treasury**
Nicholas Seddon, Special Counsel, **Blake Dawson**
- 2.50 Afternoon tea
- 3.10 Update on the law of contractual liability and indemnities
- Making good: specific performance, contractual and statutory obligations to repair or replace
 - Paying up: damages, restitution, service levels and liquidated damages
 - Indemnities: breach of third party rights, contractors vs sub-contractors
- Jane Rawlings**, Barrister, **William Deane Chambers**
- 3.55 Consumer Law and B2B: how the new law will intersect
- Practical implications on how the new Australian Consumer Law will impact on business in Australia. Be fully equipped to advise your clients through the many changes and implications flagged in the new law.
- Georgina Foster**, Partner, **Baker & McKenzie**
- 4.40 Closing remarks from the chair
- 4.45 Close of day one

Carter's Guide to Australian Contract Law - 2nd edition book

Professor J W Carter
December, 2010
ISBN: 9780409327885

Features and Benefits:

- Glossary of contract terms
- 'How to' chapter - one chapter is devoted to a discussion of how to do things such as drafting a contract, answering exam questions and so on
- Sample contracts chapter
- Quick quiz at the end of each chapter
- Problems and solutions on CD included with the book



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Day Two - Contract management process: Case studies and industry know-how

- 8.30 **Conference registration**
- 8.50 **Introduction from the chair**
Christine Lithgow, *Special Counsel, Corrs Chambers Westgarth*
- 9.00 **Managing the contract process**
 - Different types of contract processes
 - Successful evaluation of contracts
 - Assessing the value of a contract:
 - Criteria for measuring value
 - What to avoid
 - What to embrace**Maria Toth**, *Global Engagement Sourcing Manager, Hewlett-Packard*
- 9.30 **Clarifying proportionate liability legislation**
 - General principles. What is proportionate liability? Why was it enacted? Is it fair?
 - Important cases which clarify aspects of the current legislation
 - Potential impact on risk allocation. Why you might want to contract out, and how to do so.
 - Future reform proposals**Owen Hayford**, *Partner, Clayton Utz*
- 10.00 **Proper termination of contracts**
 - Distinguishing between condition and warranties
 - Termination of contract by repudiation
 - When the contract is terminated part way through
 - Recent cases**Keith Robinson**, *Partner, Minter Ellison*
- 10.30 **Morning tea**
- 10.50 **The Australian Consumer Law – A tragedy in two acts**
Act I
Scene 1 – The star chamber - ASIC's and the ACCC's new enforcement powers, trying not to be unconscionable
Scene 2 – A visit to the dentist - Removing unfair terms from your contracts and ways around? What is wrong with the ACL examples?
Act II
Scene 1 – A visit from old friends - Section 52 is now section 18
Scene 2 – A nearby tip - How are consumer guarantees different from implied terms and does the ACL make life simpler?
Scene 3 – The negotiation - Express warranties and keeping your mouth shut in negotiations
Scene 4 – A meeting with the lawyers - When can liability be excluded and limited?
Scene 6 – Trouble at mill - Damages under the ACL and where is Hadley v Baxendale?
J W Carter, *Professor of Commercial Law, University of Sydney; Consultant, Freehills and General Editor, Journal of Contract Law*
- 11.35 **Intellectual property in commercial contracts**
 - Overview of IP relevant to contracts
 - Main types of clauses for IP in contracts
 - Options for IP ownership in contracts
 - Dealing with your brand in contracts
 - What to consider beyond a contract**Kristin Stammer**, *Partner, Freehills*
J W Carter, *Professor of Commercial Law, University of Sydney; Consultant, Freehills and General Editor, Journal of Contract Law*
- 12.20 **Networking lunch for delegates and speakers**
- 1.20 **Mitigating risk in distribution contracts**
 - What represents a risk to CCA?
 - Understanding the distribution contractor relationship
 - Contract management objectives
 - Mitigating risk through effective contract management**Wendy Coombe**, *National Contracts Manager, Coca Cola Amatil*
- 2.05 **Mitigating the on-going risks – Ensuring contract success**
 - Risk considerations – Changed operating model, loss of control, cost escalation
 - Sourcing vs. demand vs. transaction management
 - Extracting further value using a risk based approach focusing on:
 - Operating model and benchmark assessments
 - Processes, practices, and procedures
 - Organization and people
 - Information methodologies / tools**Andrew Bissett**, *former Head of Risk and Reporting, Qantas Airways*
- 2.50 **Afternoon tea**
- 3.10 **Indemnities for breach of contracts- do they do what they say they do?**
 - What is the nature of an indemnity for breach of contract?
 - How should an indemnity be constructed?
 - What types of damages may be excluded by an indemnity?**Bede Haines**, *Senior Associate, Holding Redlich*
- 3.55 **The drafting of insurance and indemnity clauses**
 - Indemnity clauses and unintended consequences
 - Insurance clauses and horses for courses
 - The marriage of clauses
 - The promise to cover another
 - Proportionate liability and contractual exclusions**Peter Mann**, *Partner, Clayton Utz*
- 4.40 **Closing remarks from the chair**
- 4.45 **Close of conference**

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Contracts 2011

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- Australian Journal of Corporate Law
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- Building Contracts Australia
- Australian Construction Law Bulletin
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- The Law of Ecommerce
- Australian Intellectual Property Law Bulletin

PROGRAM CHANGES

Details regarding this conference were confirmed and correct at the time of printing. LexisNexis reserves the right to cancel or amend the conference details at any time if required.

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	One day conference#		\$1050 + GST = \$1155	

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