

Early bird expires 2 July*

CPD points
may be
applicable

5th Annual Contracts Conference

Reducing risks and
driving profits through
enforceable contracts

6-8 August 2008
Perth

Key benefits:

- Discover significant **changes to 'consequential loss'** since *Environmental Systems v Peerless Holdings*
- Minimise your cost blow-outs with contracts to **manage variation and keep projects moving**
- Maximise the **benefit of contract relationships**
- Increase **protection of corporate assets** including ones you can't see

Plus don't miss the
practical workshops!

Speakers include:

Adam Handley, Partner,
Corrs Chambers Westgarth

Paul D Evans, Partner, Freehills

Beau Deleuil, Partner,
Mallesons Stephen Jacques

Phil Loots, International
Commercial and Project Solutions

Register today
www.lexisnexis.com.au/pd

Product of:

5th Annual Contracts Conference

Reducing risks and driving profits through e

Day one: Wednesday 6th August 2008 - Advanced legal skills

8:30	Registration	12:00	Practical issues of proportionate liability <ul style="list-style-type: none">• The legislative regime and cross-jurisdictional issues• Potential issues in contracting out of the legislation• Implications for insurance• Mitigating risks in dealing with subcontractors• Examining proportionate liability in misleading conduct cases <i>Michelle Cole, Partner, Freehills</i>
9:00	Opening remarks from the Chair <i>Phil Loots, International Commercial and Project Solutions</i>	12:50	Networking lunch for speakers and delegates
9:10	Re-interpreting consequential loss- your need for new management strategies <ul style="list-style-type: none">• Assessing consequential loss provisions after <i>Environmental Systems Pty Ltd v Peerless Holdings Pty Ltd</i> [2008]• Considering <i>Berryman v Hames Sharley (WA) PTY LTD</i> [2008] WASC 59• Exclude or cap to best protect your bottom line?• Making exclusion clauses watertight• The role of insurance in your management strategy <i>Vincent Liu, Senior Associate, Minter Ellison</i>	1:30	Dealing with arbitration and mediation in commercial contracts <ul style="list-style-type: none">• Including alternative dispute resolution (ADR) clauses in contracts• Assessing the mechanics of the <i>Construction Contracts Act 2004</i>• Discussing the implications of <i>O'Donnell Griffin v John Holland</i> <i>Richard Wilenski, Partner, Tottle Partners</i>
10:00	Intellectual property: Protecting the corporate asset <ul style="list-style-type: none">• Assessing the pros and cons of classes of IP• Identifying IP rights that develop during the life of the contract• Misconceptions about common clauses- don't get caught out	2:20	Case study: Reducing errors and minimising risk with business process tools <ul style="list-style-type: none">• Using IT tools to eliminate errors in contract management• Processes to reduce risk in managing contract files• Amending your data discrepancies to eliminate uncertainty in contracts• Correspondence management for foolproof contract variation <i>Anthony Bleasdale, Solution Director, LexisNexis</i>
10:50	Morning tea	3:10	Utilising contract relationships for project delivery <ul style="list-style-type: none">• Discussing successful features of joint ventures and alliances• Examining the benefits vs pitfalls of alliances• Maintaining strong risk management regimes• Commercial implications of duty of good faith in JVs• Utilising alliances to deliver outcomes in the booming state
11:10	Getting better outcomes from termination and repudiation clauses <ul style="list-style-type: none">• Termination for convenience• What are the limitations of early termination entitlements• Risks exposed in <i>Cole Sopov and Norma Walker v Kane Constructions Pty Ltd</i> [2007] VSCA 257• Upholding the bargain struck in <i>Gumland Property Holdings Pty Ltd v Duffy Bros Fruit Market (Campbelltown) Pty Ltd</i> [2008] HCA 10• Utilising termination for repudiation to renegotiate• Implications of <i>Koompahtoo Local Aboriginal Land Council v Sanpine Pty Ltd</i> <i>Paul D. Evans, Partner, Freehills</i>	4:00	Closing remarks from the Chair
		4:10	Close of conference

Day two: Thursday 7th August 2008 - Management and commercial skills

8:30	Registration	10:00	Risk management without the legalese <ul style="list-style-type: none">• What makes 'high risk' and where are you vulnerable?• How can lawyers use contracts to minimise your risk exposure• How do risks change during the life of a contract• Maximising the effectiveness of insurance measures
9:00	Opening remarks from the Chair <i>Laurie James, Chairman of Partners, Kott Gunning</i>	10:50	Morning tea
9:10	Contractual rights and the Trade Practices Act (TPA) <ul style="list-style-type: none">• TPA considerations in commercial contracts• Examining predatory pricing prohibition- "relevant cost" and other factors• Section 52 of the TPA and failure to disclose material information• Recent decisions including <i>Badat v DTZ Australia</i> [2008] WASCA <i>Beau Deleuil, Partner, Mallesons Stephen Jaques</i>	11:10	An arbitrator's view on the Construction Contracts Act 2004 (WA) <ul style="list-style-type: none">• Recent trends in hearings and decisions• What you need to know about the arbitration process• Is the trade-off between commercial efficiency and legal accuracy worth it?• How does it compare with other dispute resolution regimes <i>Scott Ellis, Barrister, Francis Burt Chambers</i>

enforceable contracts

- 12:00 **Is your confidentiality agreement worth the paper it's written on?**
- Is it property?
 - Granting a right to use vs assignment
 - Is there a "standard" Confidentiality Agreement?
 - Confidentiality Agreements and Non-Disclosure Agreements
 - Indefinite obligations
 - Issues with subcontractors and consultants
- Rob Lister, Principal, Pullinger Readhead Lucas**

12:50 **Networking lunch for speakers and delegates**

- 1:30 **Measuring and reporting contractor performance**
- Clarifying business objectives and expressing them in key performance indicators (KPIs)
 - Setting appropriate KPIs that really are 'key' to achieving objectives
 - Designing KPIs that will remain relevant in the future
 - Reporting systems that produce meaningful information

- 2:20 **Dealing with the challenges of contract variation**
- Ensuring contract flexibility over the life of a contract
 - Walking a fine line between contract integrity and commercial expediency
 - Identifying deal-breakers
 - Understanding the implications of verbal statements
- Laurie James, Chairman of Partners, Kott Gunning**

- 3:10 **Contract managers troubleshooting forum- what are your options and how do you choose?**
- Common triggers for disputes and problems
 - Mapping out your options and the possible consequences
 - Legal and commercial consideration for choosing your next step
 - Recognising alarm bells and seeking legal advice
- Richard Wilenski, Partner, Tottle Partners**

4:00 **Closing remarks from the chair**

4:10 **Close of conference**

Day three: Friday 8th August 2008

8:30 Workshop A registration

9:00 **Workshop A
Tendering and procurement:
Going to tender and how not to get sued**

This session will look at ways that you may be legally liable for a poorly run tender process and what you can do to minimise those risks. The risks for both public and private tendering will be discussed and contrasted.

Using practical and working examples the workshop will cover:

- Tender process contracts for public procurement - what does it mean to be obliged to treat all tenderers fairly and evenly and will this obligation apply to the private sector in the future?
- Fairness and probity obligations
- Liability 'hot spots' - where tendering most often goes wrong and how to manage those risks
- Comparison of obligations in public and private tendering
- Practical measures to ensure a smooth tender process
- Procurement management tips for your organisation
- Disclosure obligation in the tender process
- Competitor access to commercial-in-confidence information: *Griffin Energy P/L v Western Power Corporation*

Adam Handley, Partner, and Tighe Whelan, Senior Associate, Corrs Chambers Westgarth

Adam Handley, Partner, Corrs Chambers Westgarth is a projects and commercial law partner in the Corporate & Finance practice and heads the Major Projects and Transport and Logistics groups. Specialising in the transport and logistics and government industry sectors, Adam has a particular focus on intermodal, road, rail, airport and airline operations; privatisation and corporatisation of government businesses; government business enterprises and public tendering and procurement; joint ventures and alliances; and projects and infrastructure developments. He currently acts for a wide range of transport sector participants including government, regulators, rail operators, service providers, technology commercialisers and infrastructure owners and access seekers.

12.00
Networking lunch
for full day
delegates

12:30 Workshop B registration

1:00 **Workshop B
Empowering contract managers to use alternative
contract models**

Government and the private sector alike are turning to new methods of project delivery to combat the effects of shortages in booming WA. Relationship contracting offers new opportunities to share expertise and labour and deliver projects on time and in budget.

This workshop takes delegates through the different models of contracts and the new ways conducting contractual relationships beyond 'alliancing'.

The flexibility of relationship contracts can only be utilised by contract managers who have knowledge to develop and determine their own contracts.

This workshop empowers contract managers with knowledge, including:

- Contract models: pros and cons
- Identifying stakeholder drivers
- Contract selection for your project
- Case-study: what management techniques lead to successful contract relationships
- When should I use this alternative contract strategy?

Natalie Wigg, Senior Associate, Minter Ellison

Natalie Wigg, Senior Associate, Minter Ellison, is a member of Perth's Construction Engineering and Infrastructure team and has extensive experience in front-end construction work, assisting owners and contractors in negotiating, reviewing and drafting construction contracts. She is also an experienced dispute resolution lawyer representing clients in negotiation, mediation, adjudication, arbitration and litigation. Natalie's experience has covered a broad range of property, construction and resources industry matters in Australia and abroad.

4:00 Workshop close

Priority registration form

5th Annual Contracts Conference

4 easy ways to register

Phone: 1800 772 772
Fax: (02) 9422 2338
Online: www.lexisnexis.com.au/pd
Mail: Conference Co-ordinator, LexisNexis
 Locked Bag 2222,
 Chatswood Delivery Centre, Chatswood NSW 2067

Please complete sections A, B, C, D

Conference code: PD6408 ABN: 70 001 002 357

A Delegate 1 details

Mr/Ms/Dr: _____
First name Last name

Position: _____

Organisation: _____

Postal address: _____

Suburb Postcode State

Telephone: _____

Fax: _____

Email (required**): _____

Delegate 2 details

Mr/Ms/Dr: _____
First name Last name

Position: _____

Telephone: _____

Fax: _____

Email (required**): _____

Delegate 3 details

Mr/Ms/Dr: _____
First name Last name

Position: _____

Telephone: _____

Fax: _____

Email (required**): _____

** to send conference confirmation

3rd Delegate FREE!

B Please tick as many practice areas you work in which apply:

- | | |
|---|---|
| <input type="checkbox"/> Banking & finance | <input type="checkbox"/> Family law |
| <input type="checkbox"/> Commercial litigation & ADR | <input type="checkbox"/> Insolvency & restructuring |
| <input type="checkbox"/> Corporate and commercial law | <input type="checkbox"/> Insurance and risk |
| <input type="checkbox"/> Criminal law | <input type="checkbox"/> Property |
| <input type="checkbox"/> Energy and resources | <input type="checkbox"/> Wills & estates |
| <input type="checkbox"/> Environment and planning | <input type="checkbox"/> Workplace relations, employment & safety |
| | <input type="checkbox"/> Other: _____ |

This will help us keep you informed about topics relevant to your business needs.

CONFERENCE RESOURCES

- I am unable to attend but would like to purchase a set of conference papers for the 5th Annual Contracts Conference \$300.00 + GST = \$330.00

TEAM DISCOUNTS*

- Register a team of 2 for the 5th Annual Contracts Conference at the same time, from the same organisation and receive a free pass for the 3rd delegate.

* Early Bird, team discounts and any other discount cannot be taken concurrently

C Event Pricing (please tick your selection)

Early Bird Special* (register & pay before 2 July 2008)

<input type="checkbox"/> Two day conference + 2 workshops	\$2300.00 + GST = \$2530.00
<input type="checkbox"/> Two day conference + 1 workshop#	\$2100.00 + GST = \$2310.00
<input type="checkbox"/> Two day conference only	\$1850.00 + GST = \$2035.00
<input type="checkbox"/> One day conference# + 2 workshops	\$1650.00 + GST = \$1815.00
<input type="checkbox"/> One day conference# + 1 workshop#	\$1300.00 + GST = \$1430.00
<input type="checkbox"/> One day conference only#	\$950.00 + GST = \$1045.00
<input type="checkbox"/> Workshop only#	\$450.00 + GST = \$495.00
<input type="checkbox"/> Both workshops	\$900.00 + GST = \$990.00

Standard Price (register & pay after 2 July 2008)

<input type="checkbox"/> Two day conference + 2 workshops	\$2500.00 + GST = \$2750.00
<input type="checkbox"/> Two day conference + 1 workshop#	\$2250.00 + GST = \$2475.00
<input type="checkbox"/> Two day conference only	\$1950.00 + GST = \$2145.00
<input type="checkbox"/> One day conference# + 2 workshops	\$1850.00 + GST = \$2035.00
<input type="checkbox"/> One day conference# + 1 workshop#	\$1450.00 + GST = \$1595.00
<input type="checkbox"/> One day conference only#	\$1050.00 + GST = \$1155.00
<input type="checkbox"/> Workshop only#	\$500.00 + GST = \$550.00
<input type="checkbox"/> Both workshops	\$1000.00 + GST = \$1100.00

I would like to attend Day 1 Day 2 Workshop A Workshop B

D Payment details Payment is due upon registration

- Enclosed is my cheque for: \$ _____ made payable to LexisNexis
- Pay by credit card: Please charge \$ _____ to
- Mastercard Visa American Express
- Card number: _____/_____/_____/_____
- Expiry: ____/____
- Name of cardholder: _____
- Signature of cardholder: _____
- Charge to my LexisNexis account: \$ _____
- Account number: _____
- Signature: _____
- Name of approving manager: _____

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.

CANCELLATION

Your registration will be confirmed in writing when full payment is received. We will refund your registration in full less a \$165 administration fee if notification is received in writing by 9 July 2008. If we receive written notification between 10 July 2008 and 23 July 2008 you will receive a 50% refund and conference documents. No cancellation requests will be accepted after 23 July 2008. You may nominate a replacement, however no refund will be issued.

IMPORTANT PRIVACY NOTICE:

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Please direct your enquiries to privacy@lexisnexis.com.au

- Tick here if you DO NOT wish to receive information about upcoming events