SOCIETY OF CONSTRUCTION LAW (SINGAPORE)

SINGAPORE CONSTRUCTION LAW NEWSLETTER

SWEET & MAXWELL

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Contents

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Chairman's Message

For those members who were unable to attend the AGM a couple of months ago, this is my first opportunity to introduce the newly elected Council and our plans for the SCL in Singapore for the next two years. However, first of all I want to thank the outgoing Chairman, Mohan Pillay, for the enormous contribution he has made over the last two years. He has set a tremendous example for me to follow. I have served on the Council in one capacity or another since the Society was established here 8 years ago. For the most part, my contribution has been low-key but it has given me plenty of opportunity to under-study the work of distinguished past chairmen, and Mohan in particular!

Secondly, I would like to thank the new Council members for volunteering their time over the next couple of years. You will be able to see their names alongside this message. I will not introduce them individually: Better for them to introduce themselves by their active contribution in the near future!

SIAC – SCL JOINT CONFERENCE

The conference was held on 17th September and I'm pleased to report that it was a great success. It was a challenge for the new Council to 'get up to speed' and I am most grateful to Karen Fletcher and Johnny Tan who agreed to extend their involvement after they had stepped down from the Council in August. The Council is also most grateful to SIAC for initiating this conference and inviting us to participate.

SCL now has a successful track record of joint conferences with both the Law Society and SIAC, giving us the necessary experience to decide, as we move forward, whether to partner compatible organisations for mutual benefit or whether to concentrate our efforts on SCL events for which we take the risk, responsibility and, hopefully, the credit.

CONSTRUCTION LAW 101

This training workshop was mentioned in the previous chairman's message, perhaps rather modestly because the workshop is being designed and run by Mohan Pillay, to whom we are again very grateful. Details of the programme are available on the website and in this newsletter. I know this course will be well-attended so please send in your applications as soon as possible. Although the course is designed primarily for non-lawyers, I would encourage our lawyer members to spread the word to non-member lawyers who might sometimes become involved in construction law.

SOCIAL EVENTS

It is not long since we held our 2nd Annual Dinner. We will shortly be holding our next networking evening. The details are currently being circulated so it will suffice to say that I look forward to seeing many of you there. This will be an excellent opportunity for members to meet the new Council and vice-versa. Please do let us know if you have ideas for the future of the Society that you would like us to consider in our planning of forthcoming events, both educational and social.

SCL INTERNATIONAL CONFERENCE IN HONG KONG

Our calendar of events includes the forthcoming SCL International Construction Law conference which will be held in Hong Kong from 5th to 7th December. This is the 3rd International Conference and it is timely to remind members that this was originally an initiative by the SCL in Singapore during the chairmanship of Chow Kok Fong. With Kok Fong's vision and some dedicated organizing, we hosted a very successful conference in 2006. As a result of our success, the SCL in the UK volunteered to host the 2nd International Conference in 2008. I know that Chow Kok Fong attended and presented a paper but we could not reasonably expect our members in Singapore to make the trip to London unless, by good fortune, they happened to be there on business.

My point, if you will forgive my long-winded introduction, is that Hong Kong is a good deal closer to Singapore than London and I think it is right that I should be attempting to 'twist some arms'. I will be chairing one session and Mohan Pillay will be contributing too. Vice-chairman Anil has re-organised his travel plans so that he can also attend. It seems reasonable that I should ask you all, as members of the SCL, to consider the possibility of making the journey to Hong Kong to attend. Many of you should be in a position to combine this with other business in Hong Kong. I look forward to seeing many of you there!

Christopher Nunns
Chairman
2010-2012

CALENDAR OF EVENTS - 2010

No.	Date	Event
1	13 January 2010	Site Visit – Maxwell Chambers
2	9 February 2010	Dispute Boards - An Overview And Selected Experiences
3	2 March 2010	The Independent Certifier - Nineteenth Century Fiction, Necessary Evil or The Way Ahead?
4	2 March 2010	MOU Signing Ceremony
5	9, 11, 16 & 18 March 2010	Engineering 101 for Non-Engineers (2nd run)
6	15 April 2010	Adjudication: An Update
7	21 April 2010	SCL Networking Cocktail
8	19 May 2010	Interactive Time Management Using 4D Visual Modelling, A Methodology for Visual Programming
9	28 July 2010	SCL Annual Dinner
10	3 August 2010	Pre-AGM talk: The Architect at Work... Myth and Reality
11	3 August 2010	SCL Annual General Meeting
12	17 September 2010	SIAC-SCL Joint Conference: Construction Disputes Asia - Evolution or Revolution?
13	9, 11, 16 & 18 November 2010	Construction Law 101 Workshop
14	3 November 2010	2nd SCL Networking Cocktail 2010
15	5-7 December 2010	International Construction Law Conference 2010 (Hong Kong)

Upcoming Events in 2011

1	Construction Case Law Update
2	Update on Economic Loss
3	ISCID Arbitration
4	Industry Debate
5	Annual Construction Conference

Strange but True! - Survival Stories from a Practising Construction Lawyer (Annual Dinner 2010)

Anil Changaroth
Aequitas LLP

In keeping with the highly successful 1st SCL Annual Dinner of 2009, this year's event was again held at the OSO Bar, kindly sponsored by the same 3 generous and sportive sponsors – Davis Langdon and Seah Singapore, Dragages Singapore and Pinsent Masons MPillay. Also in keeping with the tradition set in the 1st annual dinner, we were entertained by the SCL's past chairman - Naresh Mahtani.

Naresh in his ever energetic, positive and analytical approach on all matters, both professional and personal, provided an entertaining take on his professional (and personal) life experience as a Construction Law practitioner. His "passage through time" stories provided an exuberant account of his own journey through life. This insight left many of the guests chatting long into the evening, capping off a great evening of camaraderie.

The Architect at Work — Myth and Reality (3rd August 2010)

Anil Changaroth
Aequitas LLP

Along with the after dinner speaker at the SCL annual dinner, the SCL Pre-AGM speaker usually provides one of the only other light-hearted talks for SCL members. At this year's pre-AGM talk, in keeping with that spirit, Dr Chris Vickery provided an educational and yet entertainingly insightful take on the Architect. Chris, in his natural reserved approach, managed to draw our attention (through his artistic slides) to the way Architects are perceived in the industry. This ranged from the so-called "glamorous" artistic world of the designer to the other personae regularly taken on by architects, such as the employer's agent, certifier and contract administrator. Having described his interesting passage through life as a young student and then on to his vast experience in the profession, Chris left us wondering what it would have been like had we chosen a different path in our lives!

SCL – SIAC Joint Conference 2010 (17th September 2010) Construction Disputes Asia, Evolution or Revolution ?

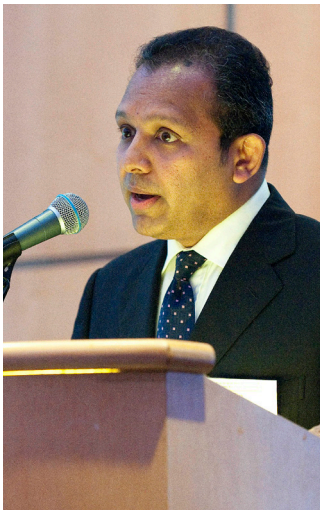
Anil Changaroth
Aequitas LLP

On 17th September 2010, SCL held its annual conference jointly with SIAC, bringing together experts and leading arbitration practitioners from the construction industry throughout the region including Australia, Hong Kong, Malaysia, Thailand and UK. This is the first occasion that SCL has worked with SIAC in this manner and we are grateful to SIAC for being invited to join forces.

The well planned and executed programme was chaired and presented by well-established practitioners from the region, with the honourable Justice Sir Vivian Ramsey, High Court Judge and Head of the Technology and Construction Court in London as the guest of honour. A wide range of topics were covered, including the new SIAC Rules 2010, an inside view of Experts in Arbitration, aspects of Energy Construction Contracts and finishing the day with a discussion on effective Alternate Dispute Resolution for the construction industry from an international perspective.

Sir Vivian Ramsey delivered the keynote address, sharing his personal experience of construction arbitration in Singapore; considering the traditional and new approaches to construction project management and alternate dispute resolution incorporating effective case management; and briefly addressing the role of the Society of Construction Law in continuingly influencing the industry both locally and in the region.

The sessions that followed, with the diversity of professions and experiences of the chairs and speakers, kept the participants exposed to many interesting aspects of the construction industry. Appropriately, the last session of the day saw the chair persons of the SCL UK, Australia, Hong Kong and Malaysia sharing their vast collective experience with effective and creative models developing in dispute resolution in their respective jurisdictions.



About Construction and Construction Law

This is part of a series of articles written by engineer, Audrey PEREZ, the author and presenter of SCL's Engineering 101 series of seminars.

BUILDING ENCLOSURES: SKIN ME!

In the past two editions of this newsletter, defects overview and waterproofing materials as well as stone works were introduced to the readers. Major sources of dispute in relation to defects were listed as well as for both waterproofing and stones. Related key stakes, controversial issues as well as related common misconceptions were described.

In this article, we will be looking at another major source of concern that is the building envelope. After foundations and structure, a building envelope is the next major feature on which the life of a construction project and the completed building life will depend! Given this matter of fact and by referring to building enclosures defects commonly met in the construction history and their related causes, it's been 15 years that worldwide – with some exceptions still – it is commonly accepted that a building envelope comes with a 10 years warranty (5 or 15 years building enclosure warranties have become rare today) where suppliers as well as installers and the project team commit to attend to any design, material and workmanship defects for all features of a building enclosure, for its water-tightness and durability. As you may have guessed from the above, the subject of building enclosures is vast and will be exposed briefly in two parts: this article will touch on some design and technical knowledge on windows and curtain walls and in the next edition, we will cover concrete painted facades, façade maintenance – necessary whether by statute or not – and common defects and disputes arising out of various facades.

TYPES AND FEATURES

Regardless of the material in which it is made and its designs, a building envelope – or building enclosure - consists of the building roof(s) and the vertical façade(s) spreading from the roof to the ground floor. Physically, a building envelope can be very much compared to our body skin. As much as we do not expect to bleed or to allow external materials to get into our body through our skin (for instance, when taking a shower, we do not expect water to go beyond the epidermis, the outer, nonvascular, non-sensitive layer of the skin!!), likewise it is reasonable to expect a building envelope to be watertight and prevent external factors affecting the building interior.

The nature of a building envelope may vary infinitely but there are repeats in contemporary reinforced concrete constructions (and steel constructions as well) as follows: a building envelope includes to various extents concrete walls/slabs, glazed windows, doors, curtain walls and/or glass walls, stone/granite, timber or aluminium claddings, balconies, ledges (whether for sun shading or for carrying air-conditioning compressors as well as other features such as bow windows (bay windows as they are named in Singapore). Other decorative façade features or façade opening fillings are less commonly found due to the rarity of the material selected and/or its costs, such as stainless steel (heavy use on Petronas Towers in Kuala Lumpur), titanium (Bilbao museum), zinc and tiles (roofs), semi-precious stones (high luxury private developments), sculptured features, painted glass, molded sheets, stretched fabrics and many others.

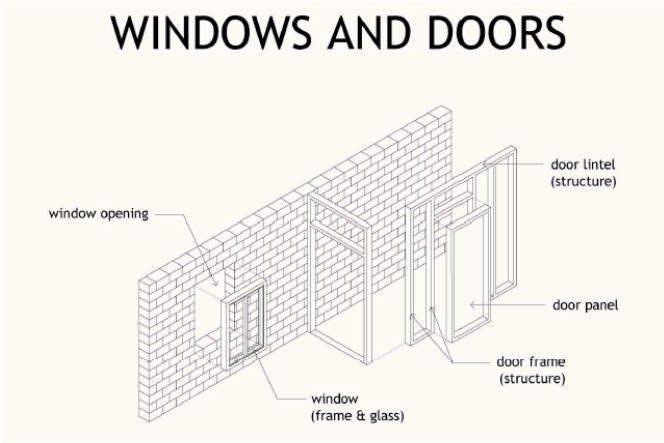
FUNCTIONS

Apart from waterproofing (for roofs and horizontal features as explored in the previous article vis-à-vis waterproofing) and besides the water-tightness issue for building enclosures, there are additional functions that do not come to the layman's mind when it comes to considerations regarding building enclosures yet they make sense: the latter should be structurally resistant no matter how thin, air-tight, sound proof yet allow natural ventilation and light transmission. Each region - depending on its climate – has its own set of requirements. Depending on the area in which a building is to be built, the neighborhood as well as the traffic and infrastructures around the building should be taken into account to set the standards for the building enclosure. Let's take for instance ambient temperatures, in cold countries, a façade should be able to retain heat within the building during winter while in Singapore a façade is expected to prevent the heat from crossing the façade to prevent heating the indoors air-conditioned air. Conversely, in cold countries, indoors heat is expected not to dissipate through the façade and in Singapore, cold indoor air-conditioned air is not expected to dissipate through the facade, in view of reducing as much as possible energy consumption to respectively hot or cold indoor areas. As such, in this example, building regulations and technical specifications take into account the regional climate and its characteristics in the design of a building enclosure. Acoustics is the second striking example of facades' design features and technical provisions. It's a fundamental part for commercial buildings (hotels, theaters, concert halls where the façade is meant to isolate the building) and in residential developments (reasonable comfort level in a private residential space and in particular rest/sleeping space such as bedrooms).

Finally, a conflict or a dilemma emerges inevitably when it comes to a developer having to select or relying plainly on his consultants or sometimes appointing a Quantity Surveyor to gather in a record time specifications for a building and at the same time seeking construction costs reduction or preventing any cause of its increase; this is possible only when thermal, acoustic and air-tightness of building are not controlled by statute! It prevents often technical progress. Design and build contractors and façade specialists are usually good technical advisers together with architects to advise on what is the reasonable stand a developer may take not to deteriorate dramatically the construction cost while providing a respectful comfort level to the future building occupiers and preventing energy waste. For commercial buildings, the authorities in Singapore have stepped in and raised the bar very high for

acoustics and thermal requirements on a building enclosure. The Building Construction Authority ("BCA") has fixed thresholds for Envelope Thermal Transfer Value ("ETTV") in commercial buildings and strongly encourages residential developments to embark on thermal studies and energy saving designs through incentives and certifications such as Green Mark. According to Singapore Building Codes, compliance with the energy standards is required during the building plans submission stage. Building designs that do not meet the required standards would not have their building plans approved. This is to ensure that buildings are designed to an acceptable level of energy efficiency. The Certificate of Statutory Completion for the building is issued after the works have been completed in accordance with the approved plans. Pushed to other extremes in most European countries, all three acoustic, thermal and air-tightness requirements are high by statute for commercial and residential buildings, increasing very much the comfort level of occupiers and construction costs as well. In a nut shell, the more isolating the more expensive materials are required to be added (double glazing, high performance glass, laminated glass, gas in between glass panes, coated glass, tinted glass, insulation material within frames, elaborated gaskets, high performance sealants, etc) and the higher becomes a window or a curtain wall unit rate!

THE FORM MATTERS!



Windows

In construction, windows and doors mean planning for openings into the façade to fit them with metal or aluminium or timber fames, the latter being fitted with glass panels. There is a structural and waterproofing study as well as calculations and tests made for interfaces between the wall and the window frame as well as between the frame and the glass. Laboratory tests of windows and field tests after their final installations are either mandatory or highly recommended depending on the nature of the building and the region/ country. That is necessary as there are uncountable types of windows possible some of which categories are: Double-hung window; Single-hung window; Horizontal sliding window; Casement window (hinged on the side), Awning window (or top hung window, hinged on top – lower part opens); Hopper window (bottom hinged – upper part opens); Tilt and slide windows; Tilt and turn window; Transom window (window above a door); Jalousie window; Skylight (a flat or sloped window used for bringing daylight, built into a roof structure that is out of reach); Roof Window (A sloped window used for bringing daylight, built into a roof structure that is within reach.); Fixed window (not operable); Picture window (a very large fixed window in a wall, typically without aluminium bars. Picture windows are intended to provide an unimpeded view, as if framing a picture); Multi-lit window / divided-lit window (a window glazed with small panes of glass separated by wooden or glazing bars, arranged in a decorative glazing pattern often dictated by the architectural style at use); Emergency exit window / ingress window (a window big enough and low enough so that occupants can escape through the opening in an emergency, such as a fire. They are made visible and indicated by fixing a red triangle on the panel).

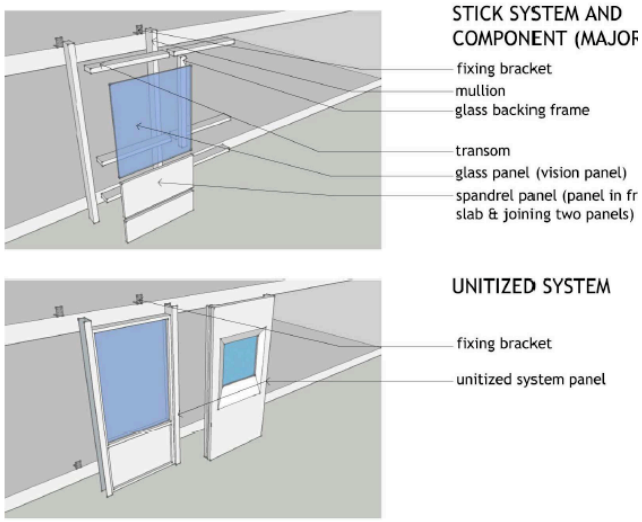
Curtain walls

Curtain wall is a term used to describe a building façade wall which does not carry any load from the building other than its own load, and one which transfers the horizontal loads (wind loads) that are incident upon it. These loads are transferred to the main building structure through connections at floors or columns of the building. A curtain wall is designed to resist air and water infiltration, wind forces acting on the building, seismic forces (usually only those imposed by the inertia of the curtain wall), and its own dead load forces.

A curtain wall during its installation – a glass skin to the building!

Curtain walls are typically designed with extruded aluminium members, although the first curtain walls were made of steel. The aluminium frame is typically in-filled with glass, which provides an architecturally pleasing building, as well as benefits such as daylight. However, parameters related to solar gain control such as thermal comfort and visual comfort are more difficult to control when using highly-glazed curtain walls. Other common in-fills include: stone and/or metal panels, louvres, and operable windows or vents.

CURTAIN WALLS



Key differences between stick system and unitized system

Curtain walls differ from storefront systems in that they are designed to span multiple floors, and take into consideration design requirements such as: thermal expansion and contraction; building sway and movement; water diversion; and thermal efficiency for cost-effective heating, cooling, and lighting in the building. Something that is not necessary on a window!

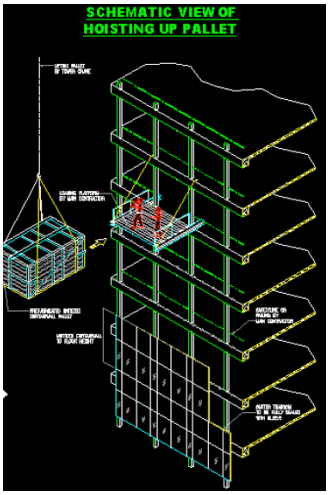
There are two major systems of Curtain walls:

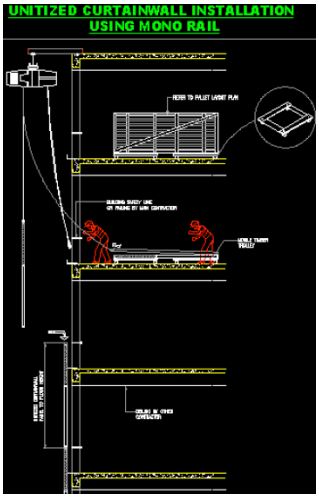
Stick systems The vast majority of curtain walls are installed in long pieces (referred to as sticks) between floors vertically and between vertical members horizontally. Framing members may be fabricated in a shop environment, but all installation and glazing is typically performed at the jobsite. These are very convenient and cost effective on low rise constructions (lower than 30 floors or shorter than 100 metres).

Unitized systems curtain walls entail factory fabrication and pre-assembly of framed panels and include factory glazing. These completed, tested and inspected units are hung on the building structure to form the building enclosure. Unitized curtain wall has the advantages of: robust framing and structure; speed; lower field installation costs; and quality control within an interior climate controlled environment. The economic benefits are typically realised on large projects or in areas of high field labour rates. Unitized curtain walls allow greater framing and thus better load bearing for high rise constructions enclosures. One of the key challenges of high rise buildings constructions is achieving water tightness quite fast for allowing other trades to proceed inside the building. The curtain wall unitized system supply chain (there are about 70 components in a single pane, components manufactured often in various countries on various continents!!) becomes a huge challenge, as much as the foundations and the building structure itself.

Since 2005 and subsequent to an exponential and technically unsustainable increase in orders between 1998 and 2004 for high rise buildings curtain walls in Dubai, China and South east Asia, the curtain wall market has substantially collapsed with several large curtain wall renowned big European players bankrupting and/or winding up one after the other! It appeared in 2005 that construction market changes and large demands, obligations to be listed, shareholders' pressure for better profitability of such large groups did not allow for this genuinely specialist and technical trade to be maintained as a state of art. Today, very few American and European curtain wall contractors may sustain an international activity. Conversely, few Asian curtain wall contractors seem to have taken over significant projects over the world defying any market prices and taking any contractual requirements. The only question that remains is: despite the manufacturing capacity possible in some Asian countries, were technologies and know-how for design and manufacturing curtain walls originating from Europe and the USA well passed to Asia i.e. were designs and execution quality maintained?

In the next edition, we will cover this challenge and related defects and disputes on facades, in Singapore, in the region and internationally to respond to the queries above! To be continued…





Unitized Curtain wall installation: from left: hoisting panels, using monorail and gondola installation

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"Fast Track" Arbitration — The new SIAC 2010 Rules

The new SIAC 2010 Arbitration Rules have introduced, amongst other things, a "fast track" option for dispute resolution through arbitration. This has attracted much interest in the construction arena. It is a welcome attempt to address parties' concerns about: a) project delay associated with dispute resolution; and b) related costs.

This article examines some of the new SIAC 2010 Arbitration Rules and their likely impact on future resolution of domestic/international construction disputes in Singapore.

INTRODUCTION

Following consultation, the Singapore International Arbitration Centre (**'SIAC'**) recently introduced a new set of SIAC Arbitration Rules (**'SIAC 2010 Rules'**). This is the first major revision of the SIAC Arbitration Rules since 2007. The SIAC 2010 Rules became effective on 1 July 2010 and, unless the parties to a SIAC arbitration have agreed otherwise, they apply to any SIAC arbitration commenced on or after that date (**1.2, SIAC 2010 Rules**).

The intention behind this fourth edition of the SIAC Arbitration Rules is to improve efficiency in SIAC arbitrations, addressing in particular the delay caused to projects and related costs. The SIAC 2010 Rules also allow greater flexibility, enabling the parties to tailor arbitration procedures to the particular needs of each dispute. It remains to be seen, however, whether parties will make effective use of the new case management tools at their disposal.

WHEN CAN "FAST TRACK" ARBITRATION BE USED?

Under the new SIAC Arbitration Rules a party may apply to SIAC for the arbitration (domestic or international) to be conducted according to the Expedited Procedure. Such application must be made in writing, before the tribunal has been constituted and is only available if one of the following criteria is satisfied:

a) amount in dispute is below S$5 million;
b) parties agree to Expedited Procedure; or
c) in case of "exceptional urgency" **(5.1, SIAC 2010 Rules).**

Option a) seems particularly relevant to construction disputes that are typically very varied, ranging from minimal to enormous amounts of money. In the event of an amount in dispute below S$5 million, (representing the aggregate of the claim, counterclaim and any set-off defence), it is likely that the time and cost advantages of the Expedited Procedure will be welcomed by the parties. Option b) allows parties to take advantage of the Expedited Procedure, even if the amount in dispute is more than S$5 million, if they so agree. Option c) is rather ambiguous. It is unclear what would be classed as a case of "exceptional urgency" under 5.1(c): Its meaning will undoubtedly emerge on a case-by-case basis.

Regardless of the option chosen, applications to use the Expedited Procedure are not automatically accepted. The Chairman will determine whether the Expedited Procedure should apply, "after considering the views of the parties" **(5.2, SIAC 2010 Rules)**. It has been suggested that such "red-tape" interferes with the underlying concept of party autonomy in arbitration procedures. However, where one party unilaterally applies for the Expedited Procedure (i.e., under options a) or c)), it seems only fair that the application should be decided by an independent person.

The Chairman's involvement where parties have agreed to use the Expedited Procedure under option b) is more polemic. Indeed, if the Chairman rejects the joint application for a "fast track" arbitration, could an enforcing party later claim the "traditional" arbitration award cannot be enforced on grounds of natural justice? This is presumably not SIAC's intention. Likely, this right is waived by the parties' freedom of choice to use the SIAC Rules in the first place, knowing that this may include "fast track" arbitration subject to the Chairman's consent.

WHAT IS "FAST TRACK" ARBITRATION?

The framework for an Expedited Procedure (if the Chairman accepts the application) is as follows:

a) Registrar may shorten any time limits;
b) case referred to a sole arbitrator (unless Chairman decides otherwise);
c) hearing for examination of all witnesses/expert witnesses as well as for any argument*;
d) award made within 6 months**; and
e) Tribunal's reasons for the award to be in summary form*

[unless parties agree otherwise]*
*[** subject to Registrar's extension in "exceptional circumstances"]*

(5.2, SIAC 2010 Rules).

The guidelines in SIAC 2010 Rules focus on flexibility of procedures (to be tailored to the particular dispute). How these guidelines will be interpreted in the event of conflict with the arbitration agreement is a test of time.

For example, what would happen if parties: a) agreed to use the SIAC 2010 Rules (potentially a sole arbitrator under the Expedited Procedure); but b) specified a Tribunal of three arbitrators in the arbitration agreement? If the Expedited Procedure were to be used in this case, there would likely be a sole arbitrator in accordance with the Expedited Procedure (unless the Chairman were to decide otherwise with regards to the particular needs of the dispute).

The timescales for the 6-month Expedited Procedure are fairly tight: Following its assessment of the arguments, the Tribunal must submit a draft award to the Registrar within 45 days of closure of proceedings. The Registrar may then suggest modification to the form of the award or draw the Tribunal's attention to matters of substance (without affecting

the Tribunal's liberty of decision). The Tribunal may not issue any award until the Registrar has approved it **(28.2, SIAC 2010 Rules)**.

The Tribunal effectively only has about 4 months to actually assess the arguments and draft the award. The 45-day draft submission deadline in 28.2, SIAC 2010 Rules may be extended by the Registrar or by agreement between the parties. The Registrar may also extend the 6-month award time limit in 5.2(d), SIAC 2010 Rules. However, it remains to be seen what would amount to "exceptional circumstances" under 5.2(d).

There is a risk that if the Tribunal intends to grant an extension to the 6-month time limit if it is "fair" **(16.1, SIAC 2010 Rules)**, there will be protacted delays. Perhaps, to maintain the time lines intended for the Expedited Procedure, extensions should only be granted when an event arises which is outside the control of the parties. Indeed, it will be interesting to witness how "exceptional circumstances" is interpreted and how many Expedited Procedure arbitrations actually adhere to the initial 6-month time limit.

The Expedited Procedure also provides for summary reasons to be given for an award. This has advantages and disadvantages. If the issues are narrow and/or relatively simple, award writing may be quicker, not using up the full 45-day allocation for award writing. On the other hand, summarising complex issues is often difficult and time consuming. The shorter length of a summary award does not necessarily reflect a shorter amount of time incurred drafting it. A further disadvantage is that summary awards are generally more difficult to challenge, appeal or set aside.

These issues, amongst others will need to be taken into consideration when choosing dispute resolution procedures to suit a particular dispute.

WILL "FAST TRACK" ARBITRATION REPLACE ADJUDICATION?

In the international context, arbitration (whether "fast track" or "traditional") still has the upper hand over adjudication. An arbitration award is enforceable under the New York Convention, whereas an adjudication decision (generally) is not.

However, on the domestic front, it is possible that the "fast track" procedure in Singapore arbitrations may replace adjudication for domestic disputes. Both of these methods were introduced to counter unacceptable delays and expense in traditional dispute resolution processes, (particularly problematic on construction disputes).

Traditionally, adjudication is seen as quick "rough justice", being a temporary resolution of a dispute by an independent party. Such expediency allows the parties to maintain good relations, drawing a line under the issue so as to continue with the project with minimum delay/disruption. On the other hand, traditional arbitration (i.e., without the "fast track" procedure) is often viewed as the method to get the "right" finally binding result through a more detailed/longer analysis of the dispute, usually with greater cost consequences than adjudication.

The "fast track" arbitration procedure has many advantages and disadvantages. It involves a relatively short/cost-effective dispute resolution procedure (similar to that of adjudication). In addition, it offers a more detailed analysis of the dispute (similar to that of arbitration) with a view to achieving the "right" result by way of a finally binding award. Is "fast track" arbitration therefore the "best of both worlds" in relation to domestic disputes? Time will tell.

CONCLUSION

Although this article focuses on the "fast track" arbitration procedure, the new SIAC 2010 Rules also include various other amendments to the SIAC Arbitration Rules. These include additional confidentiality protection for the parties and the introduction of an Emergency Arbitrator. The recent changes are likely to greatly influence the future of arbitration proceedings in Singapore. In particular, the new SIAC 2010 Rules may be a key contributory factor to Singapore's continued growth as a leading arbitration hub.

As is always the case with the introduction of new rules, there are likely to be some teething problems with interpretation issues. However, the overall success of the new SIAC 2010 Rules will depend on how the parties use the tools offered to them by virtue of the new rules.

From a tactical perspective, if parties (and their advisers) are familiar with the new procedures, they are likely to have a clear strategic advantage over those who are less well versed.

Zoe Stollard
SCL Council Member 2010 – 2012
E-mail: zstollard@yahoo.com

The Lighter Side - Definitions in Construction

Tender Submission: A poker game in which the losing hand wins.

Tender Sum: A wild guess carried out to two decimal places.

Successful Tenderer: A contractor who is wondering what he left out.

Architect: A man who knows very little about a great deal, and keeps knowing less and less about more and more until he knows practically nothing about everything.

Consulting Engineer: A man who knows a great deal about very little, and goes on knowing more and more about less and less until he knows practically everything about nothing.

Quantity Surveyors: People who go in after the war is lost and bayonet the wounded.

Lawyers: People who go in after the Quantity Surveyors and strip the bodies.

Cost Plan Estimate: The cost of construction in heaven.

Management Contract: The technique for losing your shirt under perfect control.

Completion Date: The point at which liquidated damages begin.

Liquidated Damages: A penalty for failing to achieve the impossible.

Sub-Contractor: A gambler, who never gets to shuffle, cut or deal.

Contractor: A man who starts out knowing practically everything, but ends up knowing nothing due to his association with Architects and Consulting Engineers.

Contributed by:
Joseph Liow
Straits Law Practice LLC

LIST OF NEW MEMBERS WHO HAVE JOINED SCL (SINGAPORE) IN 2010

1. Anthony Raditya Lee
2. Ben Giaretta
3. David Liu
4. Gordon Smith
5. Hwai Bin Lee
6. James Dawson
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