Public CPD Points: 1.5

With thanks to our sponsor:

Supporting Organisation:

Non-Contractual Claims in Commercial Arbitration

Orchid Ballroom, 6 Eu Tong Sen Street, #04-85, The Central (Clarke Quay), Singapore 059817

Thursday, 20 August 2020, 5.30pm – 7.15pm

NOTE: Depending on the COVID-19 situation, this event will either be held as a seminar or a webinar. We will update you regarding the final arrangements nearer the event date.

About this Seminar:

Whilst contractual claims are the bread and butter of commercial arbitration, arbitrators are also faced with non-contractual causes of action, for example in tort or delict, unjust enrichment/restitution, or in equity, which present different issues and challenges. This seminar will examine the particular issues that arise in pleading and determining non-contractual claims in commercial arbitration, including:

- Typical types of non-contractual claim in commercial arbitration;
- Jurisdiction over non-contractual claims;
- Governing law for non-contractual claims;
- Tactics, pitfalls and difficult issues arising in relation to non-contractual claims.

Join us for free flow of wines, beers, soft drinks and food after the seminar!

Seminar Programme:

5.00 – 5.30pm	Registrations and Standing Buffet Reception
5.30 – 5.45pm	**Opening Remarks by Chairperson** *Mr. Andrew Pullen – Barrister, Fountain Court Chambers; Council Member, Singapore Institute of Arbitrators*
5.45 – 7.00pm	**Non-Contractual Claims in Commercial Arbitration** *Mr. Daryl Chew – Partner, Shearman & Sterling LLP* *Mr. Timothy Cooke –Partner, Stephenson Harwood LLP*
7.00 – 7.15pm	Q&A Session
7.15 – 8.15pm	Networking Drinks

About the Speakers:

Mr. Daryl Chew is a Partner in Shearman & Sterling's International Arbitration Group and Head of the Singapore office.

He has advised and represented clients in arbitrations involving a wide range of applicable laws, arbitration rules and venues, arising from construction, M&A, energy, joint venture and general commercial disputes. Daryl also serves as presiding and sole arbitrator in institutional and ad hoc proceedings. Daryl regularly features as a leading individual in various professional directories, including *Who's Who Legal: Arbitration, Chambers Global, Chambers Asia-Pacific, Asia-Pacific Legal 500 and Benchmark Litigation Asia-Pacific*.

Mr. Timothy Cooke is a barrister and head of Stephenson Harwood's commercial arbitration practice in Asia. He represents clients in arbitrations under the rules of the major arbitral institutions with a focus on investment disputes across a range of sectors. He also sits regularly as sole, co-, presiding and emergency arbitrator. Timothy is the author of the title *International Arbitration in Singapore: Legislation and Materials* (Sweet & Maxwell, 2018), which contains a comprehensive analysis of Singapore's international arbitration legislation, and led the drafting of the *Chartered Institute of Arbitrators' Guidelines for Witness Conferencing in International Arbitration* (April 2019).

About the Chairperson:

Mr. Andrew Pullen is an experienced dispute resolution lawyer and advocate. He specialises in international arbitration, with experience of both commercial and investment treaty arbitration. He is a member of the Bar of England & Wales and is a registered foreign lawyer with the Singapore International Commercial Court. Prior to joining Fountain Court Chambers, Andrew practised for 15 years as a solicitor. Andrew has extensive experience in both Asia and Europe, having been based in Singapore (since 2011) and previously in London. Andrew has acted for clients in Asia, Europe and South America across a variety of business sectors, including finance, energy, automotive, defence, utilities, steel, manufacturing, brewing and media. He has acted in cases determined under common law and civl law systems and held under a wide variety of arbitral rules (ICC, LCIA, SIAC, SCMA, SCC, JCAA, AAA, Swiss Rules, UNCITRAL, and ICSID), in London, Hong Kong, Singapore, Stockholm, The Hague, Tokyo, Washington D.C. and Zurich.

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REGISTRATION CLOSING DATE: *13th August 2020*	**FEES** (includes refreshments & materials, if any)
Membership	**Regular Rate**
SIArb Members	S$ 70.00
Members of: Marine Offshore Oil & Gas Association (MOOGAS); Regional Arbitral Institute Forum (RAIF); Singapore Institute of Architects (SIA); Society of Construction Law Singapore (SCL (S)); Singapore Chamber of Maritime Arbitration (SCMA)	S$ 90.00
Others	S$ 120.00

REGISTRATION FORM (Please use 1 form per participant)

I am a: (*please select as appropriate)*

☐ **SIArb Member** ☐ **MOOGAS Member** ☐ **RAIF Member** ☐ **SIA Member** ☐ **SCL(S) Member** ☐ **SCMA Member** ☐ **Others**

Name (*Prof / Dr / Mr / Mrs / Ms): _____

Company: _____

Address: _____

Designation: _____

Tel: _____ Fax: _____ E-mail: _____

☐ Check if SILE CPD points are required AAS/S36B FL:_____

Mode of Payment (Please tick one): [ ] Cheque [ ] Credit Card [ ] Bank Transfer

- Please return the registration form below, together with your cheque, if applicable, made payable to "**Singapore Institute of Arbitrators" and mail to c/o Intellitrain Pte Ltd, 12 Eu Tong Sen Street, #08-169, SOHO 2 Clarke Quay Central, Singapore 059819" or Fax to (65) 6225 9426.**
- **Credit Card:** Please visit http://siarb.org.sg/index.php?option=com_content&view=article&id=193. Select Payment Category accordingly and enter payment details.
- **Bank Transfer/Internet Banking:** Account name – Singapore Institute of Arbitrators | Account number – 208-308-736-8 | Name of Bank – United Overseas Bank Limited | SWIFT Code – UOVBSGSG | Bank Address – 148 Upper Bukit Timah Road, UOB Centre Singapore 588178.

For further enquiries, please contact: Singapore Institute of Arbitrators

Tel: (65) 6551 2785 Fax: (65) 6225 9426 E-mail: secretariat@siarb.org.sg

Practice Area: **Alternative Dispute Resolution**
Training Level: **General**
Public CPD Points**: 1.5**

SILE Attendance Policy

Participants who wish to obtain CPD Points are reminded that they must comply strictly with the Attendance Policy set out in the CPD Guidelines. For this activity, this includes signing in on arrival and signing out at the conclusion of the activity in the manner required by the organiser, and not being absent from the entire activity for more than 15 minutes. Participants who do not comply with the Attendance Policy will not be able to obtain CPD Points for attending the activity. Please refer to http://www.sileCPDcentre.sg for more information.

REGISTRATION, REFUND & CANCELLATION POLICY

1. *Places are limited and can only be allocated in order of priority upon receipt of registration and any payment due.*
2. *SIArb reserves the right to update or amend the details of the programme and/or the names of speakers without prior notice.*
3. *No refunds will be made for cancellations or no-shows by those registered. If you are unable to attend the event, an equivalent substitute may attend in your place at no extra charge provided that at least 3 days prior written notice is given to SIArb.*
4. *We reserve the right to refuse to register or admit any participant, and to cancel or postpone the event.*
5. *By completing this form, you fully consent to the collection, use and disclosure of your personal data as appears in any form, document or electronic template, by SIArb. [CLICK HERE TO READ OUR PRIVACY POLICY]*

COVID-19 DISCLAIMERS:

1. *In the event that SIArb postpones the event due to reasons related to COVID-19, any payment the participant has made as at the date of postponement will be credited towards the rescheduled date.*
2. *If you are unable to attend the rescheduled event or if the SIArb cancels the event indefinitely, the participant shall be entitled to receive a refund of all sums paid.*
3. *Participants are advised to take out appropriate travel insurance. SIArb shall not be responsible for any loss or damage as a result of substitution, alteration, cancellation or postponement of the event due to an event of force majeure, unforeseen occurrence or any other event that renders performance of this event inadvisable, illegal, impracticable or impossible. For purposes of these terms and conditions, an event of force majeure shall include, but shall not be limited to: adverse weather, government restrictions and/or regulations; war or apparent act of war; terrorism or apparent act or threat of terrorism; disaster; civil disorder; disturbance and/ riots; curtailment, suspension and/or restriction on transportation facilities/means of transportation; or any other emergency or circumstances outside a party's reasonable control.*