



SINGAPORE INSTITUTE OF ARBITRATORS

Proudly Presents

“The Law(s) and Rules Applicable to the Substance of the Dispute”

Wednesday, 09 February 2011 | 6.30pm | Maxwell Chambers, Raffles Room (Level 3)

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(valid till 26 January 2011)

About the Seminar:

Despite the interest that is often given to arbitral practice and procedure, from the parties' point of view an arbitration is much more about obtaining a final (and preferably efficient, cost-effective) decision on issues which they could not settle amicably.

That decision may have little to do with detailed rules of law - awards often focus mainly or exclusively on disputed issues of fact and expert evidence and questions of contract interpretation. Nevertheless, the decision is not reached in a legal vacuum. The dispute must be decided under and in accordance with a system of law or other rules and principles. Usually the applicable law or rules are chosen by the parties in their contract, in the Governing Law clause. But in the absence of a choice the tribunal must itself decide on what basis to reach its decisions on the matters entrusted to it. How does the tribunal make that choice; what choices are available?

The choice is not limited only to national laws. Parties and tribunals may conclude that other governing principles are more appropriate for the particular case. For example, some choose "common principles" of two or more national laws, or "international principles of law" (for example, UNIDROIT, CISG, etc), or "international trade usages" or some other formulation. Sometimes parties free tribunals from applying having to apply rules and laws strictly, giving the tribunal power to decide as *amiable compositeur* or *ex aequo et bono*. Many arbitration laws and rules also allow or require tribunals to take account of "any usage of the trade applicable to the transaction". Sometimes parties even try to formulate brand new governing principles.

What do these various terms mean; how are they applied? Are there limits on the freedom to choose what principles and laws will govern the substance of the dispute? These issues can have the most fundamental impact on the outcome of the dispute. This presentation discusses these issues by reference to real contracts and cases, to examine how parties and tribunals should address such matters.

About the Speaker:

Alastair Henderson has worked in Asia for 17 years and co-heads Herbert Smith's disputes practice in Southeast Asia. He works on cases across the region with particular experience of international arbitration in the fields of infrastructure, energy and construction as well as broader trade and investment disputes. He is regularly identified among the region's leading arbitration lawyers and he also serves as an arbitrator appointed by regional and international institutions.





About the Chairperson:

Ben Giaretta is a partner of Ashurst LLP, and the head of its Dispute Resolution team in Asia. A specialist in international commercial arbitration, Ben is a Fellow of the Singapore Institute of Arbitrators and a Fellow of the Chartered Institute of Arbitrators, and is also on the panel of arbitrators of the SI Arb, the SIAC and the KLRCA. He has worked on a wide variety of disputes, mainly in the energy, transport, construction, engineering and infrastructure sectors. He is a member of the Professional Practice Committee of the SI Arb.

- Programme -

6.00pm – 6.30pm	Registration
6.30pm – 6.45pm	Opening Address by Chairman Mr. Ben Giaretta, Partner, Ashurst LLP - Singapore
6.45pm – 8.00pm	“The Law(s) and Rules Applicable to the Substance of the Dispute” Mr. Alastair Henderson, Partner, Herbert Smith LLP
8.00pm – 8.30pm	Questions & Discussion

*** 2 CPD Points will be awarded ***

REGISTRATION & PERSONAL INFORMATION

	SI Arb & SCL Members	Full-time Students	Others
Early Bird Rate (valid till 26 January)	<input type="checkbox"/> S\$90.00	<input type="checkbox"/> S\$72.00	<input type="checkbox"/> S\$108.00
Regular Rate (after 26 January)	<input type="checkbox"/> S\$100.00	<input type="checkbox"/> S\$80.00	<input type="checkbox"/> S\$120.00

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Notes:

1. Closing date for registration is **07 February 2011**.
2. The Organiser reserves the right to cancel, curtail or change the content of the programme and the names of speakers without prior notice.
3. The Organiser reserves the right to cancel or postpone the seminar in which case refunds will be given, but otherwise, no refunds will be made for cancellations or no-shows by those who registered. If you are unable to attend the seminar, a substitute may attend in your place at no extra charge with at least 3 days prior notice being given to the Institute, failing which there shall be refund.