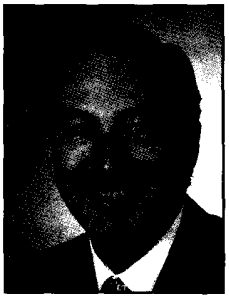

Dispute resolution boards and the ICE procedure

John Papworth FRICS FCIArb FACostE FInstCES

The subject of dispute resolution boards (DRB) and the different procedures is wide. In this first article, it may help readers, especially those for whom DRBs are a new phenomenon, to know some of the background to them. After that, we shall look at the ICE DRB procedures in some depth, together with a comparison with the FIDIC procedural rules.
In a second article, in a future issue of CES, we shall look at the ICC rules, highlighting some of the major differences between them and the ICE and FIDIC procedures. We shall then discuss some of the perceived advantages and disadvantages of DRBs, hopefully dispelling some of the latter.

Launch of the new ICE procedures

Any new document produced by the ICE should be essential reading for ICES members from the commercial management stable. In February 2005, the ICE published the first edition of its new *Dispute Resolution Board Procedure*. This was the second development in dispute resolution procedures from the ICE within a year.

In July 2004, the ICE produced a set of amendments to the 7th edition of the measurement version of the ICE conditions of contract. The recommendation was that the amendments should be incorporated into contracts made on that form on or after 1 July 2004. Basically, the amendments gave disputing parties the choice of amicable settlement, adjudication or arbitration, without the need to refer a matter to the engineer for his decision first. At the time of the launch of the new amendments, the ICE said that it would be producing the new procedures, so their arrival was awaited with some interest.

Other recent rules and procedures

The ICE procedures followed closely on the heels of the issue of the ICC's *Dispute Board Rules* on 1 September 2004. Moreover, in May 2005, FIDIC issued its MDB (Multilateral Development Bank) harmonised edition of its *Conditions of Contract for Construction* (the Red Book). This is basically a version of the conditions of contract incorporated within the World Bank's *Standard Bidding Documents Procurement of Works and User's Guide*, also produced in May 2005. The World Bank document can be downloaded from www.worldbank.org and the FIDIC document from www.fidic.org as pdf files.

Both the FIDIC and World Bank documents contain DRB procedures. In essence, they are derived from the procedural rules in the 1999 edition of the FIDIC Red Book. The ICE procedures are based largely on those earlier FIDIC procedural rules.

The nature of DRBs

'Dispute resolution board' is the generic term used to refer to all such boards. They are referred to in different contracts and procedures variously as 'dispute boards', 'dispute review boards', 'dispute resolution boards' and 'dispute adjudication boards'. For the sake of clarity and brevity, they will be referred to collectively as 'DRBs'.

Arguably, the ideal DRB is one comprising three persons, which is established prior to, or simultaneously with, the construction contract being formed. The DRB then remains in existence until the end of the project and is available at all times to hear the parties' disputes. Each member of the DRB keeps up to date with developments on the project, retaining a working file. The DRB visits the site approximately every four months. This is called a 'standing DRB'.

In some cases, the DRB is set up on a dispute by dispute basis. This is an ad hoc DRB. In other cases, the DRB may comprise more than three members, who, according to their expertise, would be called to hear a dispute within their sphere of knowledge. There are other variants, such as a DRB which is set up at the start of the project, but only consulted at the end of the project, or the DRB which is only constituted at the end of the project to hear all disputes. In some cases, the DRB comprises only one member, who may be called the adjudicator.

Some contracts and procedures provide for a DRB to give decisions and/or recommendations and/or opinions. These different labels probably speak for themselves. A decision will generally be binding, albeit only temporarily until the appeal period to take the matter to arbitration or litigation has elapsed, or until the parties agree to adopt the decision. Recommendations are generally not binding, although they may be persuasive in assisting the parties in resolving their dispute. An opinion is generally oral, advisory in nature and not referred to in later hearings of disputes.

A brief history of DRBs

- **Early developments**

To some readers, DRBs may appear to be a new means of alternative dispute resolution (ADR). However, the earliest reported use of a DRB was on the Boundary Dam project in Washington DC in the 1960s. It took the form of a technical joint consulting board. Then, in 1972, a study was undertaken in the USA by the National Committee on Tunnelling Technology into improved contracting practices. This study led, in 1974, to the publication of *Better Contracting for Underground Construction* by the US National Academy of Sciences.

As a result of this, the underground contracting industry first used the DRB process for the construction of the second bore of the Eisenhower tunnel on Interstate I-7 in Colorado. Its use was viewed as a success and the DRB heard three disputes.

In 1980, a DRB was used on the El Cajun Dam and Hydro project in Colorado, which was financed by the World Bank.

- **Recognition by the World Bank and FIDIC**

In 1990, the World Bank first published its procurement of works documents, which contained provisions for a DRB. Following this, between 1991 and 2000, a DRB was used on the Ertan Dam and Hydro Plant in China. It was a US $5,000m project, based on the FIDIC 4th conditions of contract. 40 disputes were referred to the DRB, but none was taken to arbitration.

Between 1993 and 1998, the first DRB to be used in Africa was employed on the US $2,500m Katse high concrete arch dam project in Lesotho, also on the FIDIC 4th conditions. 12 disputes were heard by the DRB. One of those went to arbitration, where the DRB's decision was upheld. During the 1990s, a DRB was used on the Hong Kong airport project. Six

disputes were referred to the DRB. One was taken to arbitration, where the DRB was upheld.

In 1995, the World Bank published its standard bidding document, which was based on the FIDIC conditions. It deleted the provision for the engineer's decision and allowed the reference of a dispute direct to the DRB. The World Bank required all borrowers to establish a three-person DRB for all projects over US $50m. For projects of $10-50m, there was to be a one-person DRB. Other banks followed this policy.

FIDIC started to include DRBs in its publications in the mid-1990s. In 1995, it published its Orange Book for design-build and turnkey projects. This included a dispute adjudication board (DAB). FIDIC followed this the next year with a supplement to the Red Book, also with a DAB.

- **Formation of the dispute resolution board foundation**

1996 also saw a significant development in the formation of the Dispute Resolution Board Foundation (DRBF). The website of the DRBF (www.drb.org) contains much excellent information and guidance, which can be regarded as a benchmark for standards and good practice. The DRBF always welcomes new members who are interested in its aims and objectives. A visit to the website is strongly recommended, as is application for membership for anyone with a genuine interest in the work of DRBs.

- **Recent use of DRBs**

Between 1996 and the present, DRBs have been used on some high-profile projects. These include in the UK the Docklands light railway, the Saltend private power project and the James Cook Hospital, both in northeast England, the Channel Tunnel Rail Link and motorways in the Midlands. On international projects, DRBs have been used on the Mohale dam and hydro plant in Lesotho, the Oresund fixed crossing between Denmark and Sweden, the Channel Tunnel, the Dublin Port Tunnel, the Copenhagen Metro, the Taiwan high speed rail project and on projects in India, Bangladesh, Bulgaria and Switzerland to name just a few.

- **Recent rules and procedures**

In 1999, FIDIC published a new set of books. They are the Red, Yellow and Silver books. The Red Book remains the traditional form of contract for civil engineering work. The Yellow Book is the contract for design and build work and the Silver Book is for EPC/turnkey projects. The DRB under the Red Book is a standing DRB, whereas that under the Yellow and Silver books is an ad-hoc DRB.

The ICC launched its rules in the UK in September 2004. The ICE followed in February 2005, and FIDIC published its MDB harmonised version in May 2005.

From all of the foregoing developments, it will be seen that DRBs are not only far from new, but they are well established and in widespread use. It is now time to see how the ICE procedures envisage that they will operate.

The ICE procedures

The procedures are contained in one booklet, running to just over 30 pages in all. There are two alternative procedures. Alternative one is "*for use on international projects and UK contracts which are not subject to the provisions of the UK Housing Grants, Construction and Regeneration Act 1996*" (the Act). Alternative two is "*UK Housing Grants, Construction and Regeneration Act 1996 compliant.*" There are very few differences in the wording of each alternative. There are ten main clauses in each alternative, with sub-clauses in each.

The two alternatives are followed by a DRB agreement, called the 'tripartite agreement' (TPA), which runs to nine clauses, and is for completion by each party and each member of the DRB. The TPA is followed by a standard letter of application to the ICE for the appointment of a DRB member or chairman, together with a schedule to the application. The final part of the procedures is a standard form of appointment by the ICE. At the back of the booklet are some details of requirements for persons wishing to be considered for inclusion in the ICE's list of DRB members.

There is no indication that the procedures are to be used with any specific forms of contract. The inference must be that they can be used with any form, although care should be taken when preparing contract documents to ensure consistency of terminology and intent.

Alternative one starts with clause 1.1, which states that disputes may be referred by either party and shall be adjudicated by a DRB in accordance with the procedural rules. Alternative two does not contain this rule.

Appointment of the DRB

- **Summary of the rules**

The appointment of the DRB is covered in clauses 2 and 3 of each alternative. Clause 2 is identical in each alternative, though there is a minor difference in clause 3. Clause 2 runs to eight sub-clauses. The policy of clause 2 is that the contract data shall state the date by which the DRB is to be appointed. Ideally, this should be as early as possible, but if not stated is to be within 56 days after the contract is formed.

The contract data is also to state whether the DRB is to comprise one or three members. If that is not stated, and the parties do not agree otherwise, the DRB is to comprise three members. For a three-person DRB, each party is to nominate a member for approval by the other party. The parties then consult both members and agree upon the third member, who becomes chairman of the DRB.

Each member enters into a TPA with the parties. There is provision for termination of the appointment by notice of the parties and for replacement of a member whose appointment is terminated. The DRB is to continue until the expiry of the contract or until all disputes have been resolved.

Clause 3 deals with the position where the parties fail to agree the DRB. Basically, this enables a party to apply to the ICE for an appointment. The slight difference in wording between the alternatives occurs in the final paragraph. In alternative one, the ICE is allowed 14 days to select and appoint a member. In alternative two, the ICE has only five days to do this.

- **Comments**

It is obviously desirable to appoint the DRB as soon as possible and certainly before construction begins. It is not long before correspondence starts flowing between the parties and it is essential that the DRB is abreast of developments from the start.

When alighting upon a choice of potential DRB member, parties should try to establish that the people they have in mind are suitable and available. Suitability should not be a problem. It requires care in selection of someone who is familiar with the type of project and preferably with the country where the project is located.

Availability can be a problem, especially in international contracting. The member not only has to be available at the time of appointment, but throughout the duration of the project. Some projects may continue for a number of years, which requires a considerable commitment from the DRB. The members have to be able to make the regular three-monthly site visits, which can take a week out of someone's diary, when travelling time is accounted for. In addition to those visits, there may be hearings or other urgent meetings to attend at short notice. To fulfil those commitments, the members have to be able to travel to the project or other meeting place and possibly stay there for several days at a time.

When choosing members, parties should be objective and look for someone who is suited to the task and not merely

someone whom they think might be sympathetic to their views. Parties should look for someone whose conduct will be above reproach, and who does not have any predisposition towards or against particular nationalities or types of party to construction contracts such as contractors or employers.

Equally, it is not helpful to oppose another party's choice of member merely because it is his choice. If there is no sensible, objective reason to oppose the member, it may only cause delay and souring of relations at an early stage. Moreover, the rejection of a party's choice may serve only to deprive the parties of an otherwise acceptable member and cause difficulty in finding an alternative, especially if there are not many potential members in a field of expertise.

- **Comparison with FIDIC**

It should be borne in mind that the FIDIC books differ in a fundamental, structural aspect from the ICE procedures. In the FIDIC books, the provisions relating to DRBs occur in the body of the general conditions of contract and there are general conditions of dispute adjudication agreement in an appendix to the conditions, followed by the procedural rules in an annex. The TPA remains a separate document.

Whilst this is not a difficulty in itself, a DRB may need to ensure that it has jurisdiction to hear a dispute and that any contractual procedures have been followed. Clause 20.1 of the FIDIC books covers the procedural aspects of claims, and lays down some strict rules. A responding party in an alleged dispute may challenge the DRB's jurisdiction on the grounds that a dispute has not arisen.

By contrast to the FIDIC books, the ICE procedures are a document which stands alone, and makes no reference to any conditions of contract or procedural aspect of claims.

The appointment of the DRB is generally covered by clause 20.2 of the FIDIC books. The wording of the ICE procedures follows very closely that of FIDIC. In the Red Book, including the MDB harmonised edition, the DRB is a standing board and is appointed at the start of the project.

However, in the Yellow and Silver books, it is an ad-hoc DRB. This can pose problems for the parties. The requirement is for the DRB to be appointed within 28 days of the issue by a party of notice of intention to refer a dispute to a DRB. Particularly in an international contract, this may be easier said than done. In the time allowed, it may be difficult to find someone who fulfils the requirements of suitability and availability. It is also possible that the party who is not serving the notice is not entirely enthusiastic to co-operate in the appointment of the DRB.

The position where there is a failure to appoint a DRB is covered by clause 20.3 of the FIDIC books.

Referral of a dispute to the DRB and the decision

- **Summary of the rules**

The referral of a dispute to the DRB is covered in rule 4 of each alternative, with eight sub-clauses in each case. Appeals from the decision are covered by clause 5 and a failure to comply with the DRB's decision is dealt with in clause 6. The wording is almost identical, and the differences are pointed out below.

The referral is in two stages. A party wishing to refer a dispute must start by giving notice of its intention to refer the dispute to the DRB. What can be referred is very wide. It can be a dispute "*of any kind whatsoever*" and may be a dispute which arises "*under or in connection with, or arising out of, the contract or the execution of the works, including any dispute as to any certificate, determination, instruction, opinion or valuation given under the contract.*"

The notice of intention may be given at any time and must give the names and addresses of the parties and define the issues for decision, together with the redress sought (clause 4.1). The second stage is the referral (clause 4.2). It must be made within 14 days of the notice of intention to refer, sent to each member of the DRB and copied to the other party and to the contract administrator. The parties have to make available to the DRB statements of case and all information, access to the site and appropriate facilities required by the DRB for the purposes of making a decision (clause 4.4).

The DRB has 84 days to make its decision, which must be reasoned (clause 4.5). It is binding on the parties, who "*shall promptly give effect to it,*" until it is revised by agreement, by an arbitral award or by a court judgment (clause 4.6).

If either party is dissatisfied with the decision, it has 28 days from the date of receiving the decision to give notice to the other party of its dissatisfaction. Either party may also give a notice of dissatisfaction if the DRB fails to give its decision within the 84 days allowed, or any other agreed period (clause 4.7).

Any notice of dissatisfaction must state that it is given under clause 4.7 of the rules, set out the matter in dispute and the reasons for dissatisfaction. Neither party may commence arbitration unless a notice of dissatisfaction has been given. The exceptions to this are given in clause 4.8. They are (1) where a party fails to comply with the decision (see clause 6) and (2) in alternative one only, where there is no DRB in place, due to expiry of its appointment or otherwise (see clause 7).

In alternative one, but not alternative two, if the DRB's decision is not challenged within the 28-day period allowed in clause 4.7, it becomes final and binding (clause 4.9).

Also, only in alternative one, the parties may, by agreement, jointly refer a matter to the DRB for its informal opinion. Neither party may consult the DRB on any matter without the agreement of the other party (clause 4.10).

Clause 5.1 provides for the final settlement of a dispute in which the DRB's decision has not become final and binding by arbitration or litigation. Clause 5.2 allows the parties to put forward in arbitration or litigation arguments which have not been put to the DRB. It also allows the parties to bring in reasons for dissatisfaction which were not mentioned in the notice of dissatisfaction. The DRB's decision may be used in evidence in arbitration or litigation.

- **Comments**

For readers familiar with UK adjudication, the two-stage referral will not be surprising. However, a referring party should note that the first notice must define the issues and the redress sought. The issues may arise from a wide variety of sources. The dispute may be of any kind whatsoever and may even arise simply because there is a difference of opinion. Taken literally, this could mean that the mildest of divergences of views over a relatively insignificant matter could be referred to the DRB. It may be hoped that, as the DRB is in fairly close contact with the parties and the project, a party may be dissuaded from putting forward unnecessary disputes and attempt to resolve them.

Having given the first notice, a referring party then has 14 days to submit his referral. This should be sufficient time, especially as, if he is sensible, he will have prepared his statement of case well before issuing the first notice. The referral should only include issues defined in the first notice otherwise there is a danger that the other party may challenge the DRB's jurisdiction to decide the further issues.

The period of 84 days sounds a long time, especially when compared with the 28 days allowed to UK adjudicators. In practice, it can pass very quickly and prove to be a tight deadline for the DRB. The time is given simply as "*days*" and no allowance is made for national or religious holidays. For the time limit to be achieved, it is important that the parties co-operate with the DRB and provide documents requested and give access to the site, even if it means making hasty arrangements. No DRB will thank people for being obstructive, and any unwillingness to provide information may only serve to prevent the DRB from seeing an important piece of evidence.

When the 84-day period starts, the hope is that the DRB will set a timetable. There is no mention of a response from the

other party, but it should be allowed, together, possibly, with a reply from the referring party. If the parties and the DRB are located in different countries, it is important to establish how documents are to be transmitted to reach the people concerned within the time limits. Couriers and CDs are helpful, but may be less reliable than one might hope. Email is not suitable for very large submissions. These practical matters should be sorted out at the start of the DRB's appointment, so that there is no misunderstanding.

An added challenge to keeping to the 84 days is the holding of a hearing. On a project of substantial size and value, the parties are likely to want to put their case to the DRB orally and possibly to ask questions of the other party and/or the contract administrator. The fixing of a hearing should be taken seriously and due regard paid to allowing people time to book flights and hotels. At certain times of the year in different locations, this is not straightforward. It should also allow sufficient time after the hearing for the DRB to meet and consider the parties' submissions and to prepare the decision.

The decision should cover all of the issues put to the DRB and provide reasons. If it is prepared by a three-person DRB, the chairman needs to take extra care that it is consistent and does not contain errors of fact or law or of a clerical nature. In practice, the chairman may prepare the decision himself and circulate it to the other members for agreement. Alternatively, he may allocate specific elements to each member. Whichever way it is done, the parties will expect the decision to be clear and comprehensible, as well as possible to comply with.

Once the decision has been issued, it must be complied with promptly. That means without delay. Merely because a party does not like the decision, it does not mean he can ignore it or comply as and when it suits him. If he does, he is likely to find that the other party will lose patience and refer the reluctance or refusal to comply to arbitration.

If a party is dissatisfied with the decision, he has 28 days in which to give notice of this. If he misses the 28 day period, he is stuck with the decision. In his notice, he must give reasons for his dissatisfaction. However, clause 5.2 gives the dissatisfied party relief from any omission from his notice. In arbitration or litigation, he may introduce other evidence or arguments. This could certainly widen the dispute, which will inevitably lead to extra costs. That seems a good incentive to put before the DRB all of the issues and arguments in the first place.

- **Comparison with FIDIC**

In both the ICE and the FIDIC Red Book, the DRB is a standing DRB. However, only the ICE requires the referral to be in two stages, with (1) a notice of intention to refer, followed by (2) the referral. In the Red Book, a dispute can be referred immediately.

In the FIDIC Yellow and Silver books, the DRBs are ad-hoc DRBs, so a notice of intention to refer is required, as this is the trigger for constituting a DRB to receive the referral and hear the dispute.

Another significant difference is that only the Red Book contains the provision for referring a matter to the DRB for its informal opinion (Clause 20.2). As the DRBs in the Yellow and Silver books are ad-hoc DRBs, it is not appropriate to provide for this.

The DRB agreement

- **Summary of the rules**

The DRB agreement (the TPA) is contained in clause 9 of the ICE procedures and is divided into seven sub-clauses. It covers the sort of matters one might expect. Clause 9.1 sets out some ground rules, such as when the TPA takes effect and that the appointment of the member is personal and may not be assigned or subcontracted.

Clauses 9.2 and 9.3 require particular attention from aspiring DRB members. By clause 9.2, the member undertakes and warrants several things. Impartiality and independence are the first two. In addition, the member warrants that he is experienced in the type of work involved in the project, experienced in interpretation of contract documents and is fluent in the language of the contract.

Clause 9.3 covers a number of general obligations of the member, including any relationships which may exist or which may have existed between the member and either party. Clause 9.4 covers the reciprocal obligations of the parties to the members, which include not requesting advice from a member.

Clause 9.5 covers the vitally important matter of payment of the member. Basically, this is split into three elements. Firstly, there is a monthly retainer for generally being available for site visits and hearings, keeping up to date with developments on the project and his office overheads. Secondly, there is a daily or hourly rate for travelling time, time spent on site visits, hearings or preparing decisions or opinions. Thirdly, there is the reimbursement of expenses.

Clause 9.6 covers termination of the TPA and clause 9.7 covers disputes, which are to be referred to arbitration.

- **Comments**

Most of the provisions should be self-explanatory. One thing which can be wrongly overlooked is language. What is required is fluency, not merely an ability to communicate in a moderately good fashion, orally as well as in writing. Remuneration can be a touchy subject. So, whatever the parties may think about the level of it, it is advisable for everyone to be clear from the start who is going to be paid how much, for what and when. Just to give one example: If a member purchases an air ticket and makes a hotel reservation, he will be out of pocket for a sizeable sum. How long is he going to have to wait for reimbursement?

- **Comparison with FIDIC**

The general conditions of the TPA are contained in a separate appendix to the general conditions of contract in FIDIC. The wording of the ICE TPA follows that in the FIDIC, although the numbering is different. The FIDIC TPA comprises nine separate clauses.

Procedural rules

- **Summary of the rules**

The rules in clauses 10.1 to 10.3 cover the frequency and timing of, agenda for, attendance at and reports on, site visits. The frequency of visits is not more than every 120 days.

However, the real interest lies in the DRB's powers in regard to procedures. By clause 10.5(b), it has an overriding power to adopt procedures suitable to the dispute, avoiding unnecessary delay or expense. Clause 10.6 allows, but does not require, the DRB to hold a hearing. Clauses 10.6 and 10.7 give the DRB complete control over hearings, including the adoption of an inquisitorial procedure, the time and location and who may or may not attend.

Under clause 10.8, the parties empower the DRB to do a number of very important things. For example, the DRB may decide the procedure to be adopted, decide its own jurisdiction and the scope of any dispute referred to it, conduct any hearing without being bound by any rules or procedures and open up any certificate, decision and other things.

Clause 10.9 requires the DRB not to express an opinion as to the merits of the arguments at hearings. Clause 10.10 requires a three-person DRB to convene in private and to attempt to reach a unanimous decision, although a majority decision is acceptable.

- **Comments**

The latitude given to the DRB is almost without limits. It must be inferred that this cannot go beyond the limits of natural justice, but that concept may be difficult to define, let alone enforce, in some countries. There is no reference to any court supervision,

so any complaint about procedural unfairness would have to wait until arbitration.

For people involved with UK adjudication, the concept of a DRB deciding its own jurisdiction and deciding the scope of the dispute may seem unsettling or worse. The other way to look at it is that this power could save time and money.

Whatever one may think, the extent of the power given to the DRB makes it essential that the parties realise this when selecting a potential member, and being certain that they can trust the members to use their powers sensibly and fairly.

- **Comparison with FIDIC**

Again the ICE wording follows that in FIDIC very closely. As with the TPA, the procedural rules are contained in a separate annex, found immediately after the TPA. The frequency of site visits is slightly different at not more often than 140 days.

That is a summary of the ICE procedures and comparison with the FIDIC rules and procedures. Next month, we look at the ICC rules and at some perceptions of the DRB system.

John Papworth is a consultant in international claims, adjudication and arbitration. He is on the ICE's lists of DRB members and adjudicators, a member of the ICES Dispute Avoidance and Resolution Panel and of its training team. He can be contacted at e: johnpapworth@ricsonline.org or on t: 01458 210 494 and m: 07747 778 517

Improving payment practices response

The DTI has published its proposals following the consultation 'Improving Payment Practices in the Construction Industry'. The new proposals include:

- Introducing a requirement that certification of the sum due, by one of the contracting parties or a third party, becomes an essential feature of contractual payment mechanisms.
- Removing the section 110(2) requirement for a payer notice.
- Introducing a right to apply for payment where a certificate is not issued by the due date.
- Making certain payment mechanisms, including pay-when-certified clauses, ineffective.
- Enhance the existing right of suspension under the Construction Act to allow the suspending party to claim for loss and expense.
- Prohibit the use of trustee stakeholder accounts for awards made by adjudicators.
- Make 'final and conclusive' clauses unenforceable where they apply to decisions under the contract that are of substance to interim payments only.
- Take forward the government's existing commitment to make contractual agreements on adjudication costs unenforceable and to provide a statutory framework for allocating them, including cases where adjudicators resign in response to a challenge to jurisdiction.

Announcing the proposals, Alun Michael thanked the 356 respondees to the consultation, of which ICES was one, saying they *"demonstrate the high level of interest and support from the construction industry and its stakeholders."*

The next step in the process will see the government working with the construction industry over the coming months to ensure that when amendments are published for further consultation, they are based upon a clear and thorough understanding of all the issues.

An electronic version of the consultation analysis can be found at: http://www.dti.gov.uk/construction/hgcra/hgcralead.htm

Construction Law Index

Below is a list of construction law professionals.

This does not constitute a complete list but has been designed to provide a regional index for members.

Anglia & Central

Alway Associates
Purlieu House, 11 Station Road, Epping,
Essex CM16 4HA
t: 01992 576440 f: 01992 576445
e: peter.barnes@alway-associates.co.uk
w: www.alway-associates.co.uk
Contact: Peter Barnes MSc, FCIArb, FCIOB, ADBM, DipICArb, MRICS, MASI, MInstCES

Eastern & Midlands

Soma Contract Services ltd
6 The Green, Dunchurch, Rugby CV22 6NX
t: 01788 817 811 f: 01788 817 282
e: davidkenyon@somacontracts.co.uk
w: www.somacontracts.co.uk
Contact: David Kenyon, Director

North West & North Wales

Addleshaw Goddard
100 Barbirolli Square, Manchester M2 3AB
t: 0161 934 6000 f: 0161 934 6060
e: nancy.mcguire@addleshawgoddard.com
w: www.addleshawgoddard.com
Contact: Nancy McGuire, Partner

Northern Counties

Dickinson Dees
St Ann's Wharf, 112 Quayside,
Newcastle NE99 1SB
t: 0191 279 9000 f: 0191 279 9100
e: simon.lewis@dickinson-dees.com
w: www.dickinson-dees.com
Contact: Simon Lewis, Partner

South East

Clarkslegal LLP
One Forbury Square, The Forbury, Reading
Berkshire RG1 3EB
t: 0118 958 5321 f: 0118 960 4611
e: drintoul@clarkslegal.com
w: www.clarkslegal.com
Contact: David Rintoul, Partner

South West & South Wales

Alternative Dispute Resolution (Adr) Group
Grove House, Grove Road
Redland, Bristol BS6 6UN
t: 0117 946 7180 f: 0117 946 7181
e: info@adrgroup.co.uk
w: www.adrgroup.co.uk
Contact: James Christacos, Commercial Manager & Partner

Yorkshire

Andrew Noble Barrister at Law
38 Park Square
Leeds
LS1 2PA
t: 07973 176824
f: 01904 541904
e: andrew.n2@btopenworld.com
Contact: Andrew Noble FRICS FCIArb

Ireland

John K Daly & Co Ltd
The Montrose Business Centre,
Stillorgan Road, Dublin 4
t: 0044 (0) 7919 166853
f: See email
e: xw&adr@johnkdaly.co.uk
w: www.johnkdaly.co.uk
Contact: John Daly, Chartered Arbitrator, Dip IC Arb[Oxon] Dip Arb[UCD] FCIArb FInstCES FRICS FFB

Hong Kong

John K Daly & Co Ltd
19F/One International Finance Centre,
1 Harbour View St, Central Hong Kong
t: 0044 (0) 7919 166853
f: See email
e: xw&adr@johnkdaly.co.uk
w: www.johnkdaly.co.uk
Contact: John Daly, Chartered Arbitrator, Dip IC Arb[Oxon] Dip Arb[UCD] FCIArb FInstCES FRICS FFB