

Termination- The Pitfalls (18 March 2015)

When contemplating termination of a contract, it is important to be mindful of the associated risks and the possible losses as well as the continuing liabilities that may follow such action. With that in mind, Mr Toh Chen Han from Pinsent Masons M Pillay LLP extended, on behalf of SCL Singapore, a warm welcome to Ms Chantal-Aimée Doerries QC, of Atkin Chambers London, who gave a seminar on the topic “Termination- The Pitfalls” to a packed audience on the evening of 18 March 2015.

Ms Doerries kept the audience’s attention for over an hour by introducing and describing three types of termination of contract, a) termination under the contract for cause, b) termination under the contract for convenience and c) termination at Common Law. Ms Doerries further elaborated on the process of termination and issues arising out of the termination process. The essence of the seminar was on the importance of serving the termination notice strictly in compliance with the contractual termination mechanism. Relevant case law in the form of *Woodar v Wimpey* [1980] 1 WLR 277), *Daika Services v Celltech International* [2006] EWHC 63 and *Stocznia Gdynia v Gearbulk Holdings* [2009] BLR 196 were all referenced to explain the potential consequences of failure to properly exercise the contractual mechanism.

The seminar ended with a vibrant question and answer session. The audience asked numerous questions regarding their concerns in connection with termination of construction contracts in a Singapore context. Ms Doerries, ably supported by Mr Toh, addressed these queries and shared with the audience their views and experiences. The evening was wrapped up with further related conversations and networking over drinks at a local drinking establishment.

Contributed by
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