Half-day Seminar
Small Business and Unfair Contract Terms Act 2015; What does it mean to you?


The Act aims to even the playing field for small businesses by rendering certain contract terms, even if agreed, unenforceable. The Act targets terms in “standard form contracts” which are of course common in the construction industry.

The Act has the potential to undermine the certainty that a contract is designed to provide. But there remain real questions about how the Act will apply and exactly who it will apply to.

What is certain is that – when the Act does apply – a party seeking to avoid the application of an unfavourable contract term will argue that it is void pursuant to the Act. It will also provide ammunition to parties during the negotiation of a contract to seek to have terms it considers “unfair” either amended or deleted.

**Trainers**

**Troy Lewis** | Partner and National Head of Construction and Infrastructure | Holding Redlich


**Stephen Burton** | Partner | Holding Redlich

Stephen practices in construction and infrastructure matters, specialising in construction litigation, arbitration, expert witness and BCIPA claims. Stephen has significant major international and local project experience across the commercial construction, mining and water infrastructure sectors. He specialises in dispute avoidance and resolution with extensive experience in mediation, arbitration, litigation and claims under the security for payment legislation nationally. Stephen has provided dispute-related advice to project directors, commercial managers, engineers, programmers/planners, contract managers and quantity surveyors in the context of several high-profile international projects.

Join Holding Redlich Construction & Infrastructure partners, Troy Lewis and Stephen Burton, for a half-day of training that will focus on the practical impact of the Act and how the risks that it creates are best managed.

The session will cover the following topics:

(a) When the Act will apply.

(b) The types of contract terms which are at risk under the Act.

(c) Practical strategies to manage your exposure to the uncertainty created by the Act.

(d) How adjudicators may treat the Act in adjudications under the *Building and Construction Industry Payments Act 2004* when faced with the inevitable argument from a claimant that certain terms in the contract are void under the Act.

(e) How the question of whether a term is unfair or not may be quickly brought before a Court for determination.

By the end of this session you will be aware of how the Act operates, how to manage the risks which it creates and how it may be used for you, or against you, in the future.
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Venue

Holding Redlich Lawyers
Level 1 / 300 Queen Street
Brisbane QLD 4000

Dates

- Thursday, 18 May 2017
- Thursday, 12 October 2017

Course Outline

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
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<tbody>
<tr>
<td>8:00am</td>
<td>Registration</td>
</tr>
<tr>
<td>8:30am</td>
<td>Seminar</td>
</tr>
<tr>
<td>10:00am</td>
<td>Morning Tea</td>
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<tr>
<td>10:20am</td>
<td>Seminar</td>
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<td>12:00pm</td>
<td>Close</td>
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Morning tea and handouts are provided.

Click here to download the registration form
Registration Form and Tax Invoice

Delegate information (For multiple bookings please copy this page for each additional delegate)

Date of course: ____________________________
Name: ____________________________________
Company: ________________________________
Telephone: ________________________________
Mobile: __________________________________
Email: ___________________________________
Address: __________________________________
Dietary requirements: _______________________

Payment amount

☐ $385.00 (inc GST) per delegate

Payment method

☐ Eft: ABC Dispute Resolution Service
   CBA 064000 13707577

☐ Cheque made payable to:
   ABC Dispute Resolution Service

☐ Credit Card:
   Cardholder Name _________________________
   Expiry Date ______________________________
   CVN __________________________

ABN: 14 165 369 077  Once this form is completed, it will act as a tax invoice. Please retain for tax purposes.

Registration to be received no later than seven days prior to the event date.

Please return your completed registration form with payment to:
Mail: PO Box 7815, Waterfront Place, Brisbane, QLD 4001  Fax: 1300 857 384
Enquiries: 1300 857 383  Email: contactus@abcdrs.com.au

Cancellation policy
Cancellations need to be received in writing seven days prior to the event. If notice of cancellation is received by this date, costs will be refunded less a $330.00 inc GST administrative fee per person.
Cancellations after this date will not be accepted and any fees paid will not be refunded, however transfer of registration to another attendee is allowed.
ABC DRS reserves the right, at its sole and ultimate discretion, to refuse any person registration to the training course.
If you do not wish to receive additional communications from ABC DRS about ABC DRS conferences, CPD, events, products, services and training, please tick here ☐