



Presented by
Falconbury

Understanding and Managing Contracts to Achieve Better Results

26-27 September 2024
+ 4-5 December 2024

This course will help you understand and proactively manage your contracts by applying a logical and systematic approach to enable you to anticipate risks and resolve problems before they become critical.



Format:
Live online



CPD:
12 hours for your records



Certificate of completion

Course overview

This highly interactive programme will enable delegates to understand the different elements which make up a legally binding contract: implied terms, set in statute; and express terms, those terms negotiated between the contracting parties which amend or deviate from statute.

The course will enable delegates to learn how to break down the express terms into three categories: promise; procedural; and liability clauses, removing the complexity of reviewing a contract, as well as giving delegates a best practise methodology.

The course will guide you through making an action plan to bring together all stakeholders, internal and external, to enable the smooth running of a project with the contract at the centre acting as a pro-active risk management document, as well as a legal document.

You will learn how to identify possible areas of risk, understand how to mitigate against them, and get to grips with potential consequences if promises are broken.

You will learn how to apply a logical, systematic and comprehensive approach to reading, managing and implementing a contract so that you are confident in your role and contribution, and fully appreciate what is required of you, your team and the other contracting party(ies) to satisfy the legal obligations laid out in the contract.

Drawing on real-life experiences and using many workshop-style exercises, case studies and examples, the expert trainer will focus on giving you the necessary knowledge, tools and processes to be able to read and review contracts and make them work for you not against you.

Benefits of attending

A contracts manager has an important and, sometimes, onerous responsibility of administering an organisation's contracts in the most efficient and effective way. This practical course provides an in-depth understanding of how everybody involved in the creation and management of that contract has an active role to play in ensuring the contract adds value in providing legal protection but also clarity of understanding of obligations and liabilities, and proactive risk management.

It is important to understand the interdependency of the contracting parties - if a supplier fails, the buyer fails. The aim of this course is to ensure all stakeholders appreciate this interdependency and how to communicate and work together for the optimum outcome for all.

Whether your contracts are local, national or global by attending this programme you will:

- **Understand** the structure of a legal contract
- **Boost** your knowledge to understand and manage the legal obligations and requirements set out in a contract
- **Be confident** that you are operating under a legally binding contract
- **Appreciate** fully what has been agreed between the contracting parties and what the legal obligations and responsibilities of each are
- **Recognise** the allocation of liability and risk between the contracting parties
- **Realise** what the consequences will be if either party does not comply with the contract
- **Grasp** the importance of being proactive in establishing a project plan, monitoring work and driving progress
- **Get to grips** with the importance of the interdependency of a contracting relationship
- **Value** the benefits of undertaking a recap at the end of a contract's life to capture lessons learned and gain from the learning curve of 'what went well'
- **Master** new skills through the use of practical exercises and case studies with feedback from the expert trainer

Practical exercises, facilitation and discussion sessions are used throughout the course to ensure delegates have a clear appreciation of the added value gained from being proactive in the planning and management of a contract. Attendees will be shown how to anticipate problems and resolve them before they become critical and potentially very costly, rather than managing the project in a reactionary manner.

Who should attend?

The course will be beneficial to all stakeholders and every member of the project and contract delivery team including:

- Contracts managers
- Project / bid managers and technical staff
- Commercial managers
- Finance managers
- Business development managers
- Procurement managers
- Contract administrators, officers and specialists

This highly experiential programme is a **must-attend** event if you are:

- Managing the execution of commercial contracts
- Accountable and/or responsible for the successful completion of contracts
- Drafting and negotiating contract documents
- Unclear of the obligations that contracts place legally on you and your organisation
- In need of a refresher on the risks associated with a project

This seminar has been designed for lawyers and non-lawyers and is presented without the use of legal jargon.

Programme

Day 1

Introduction

The purpose and structure of an express term contract

- Legal protection, to enable recourse through courts / arbitration
- Capture and give clarity to agreement / contractual obligations, avoiding misunderstandings, misinterpretation, and disputes due to ambiguity
- Set out governance / management of the relationship between contracting parties, including Supply Chain Management (SCM) and Supply Relationship Management (SRM)
- Set out consequences / assign liability if contractual obligations / promises broken / if there is a breach of contract or a party is frustrated in delivering their contractual obligations
- Avoiding going to court by proactive risk management of any potential risks / challenges, thereby maintaining good relations and moving forward
- Realising all potential opportunities for improvements and efficiencies

Protection: Ensuring the contract is legally binding

- *Exercise – Co-op v ILC (International Computers Limited now part of Fujitsu)*
- Creating a legally binding contract – LILAC
- Legality (including Bribery Act, Competition Act, Unfair Contract Terms Act, Misrepresentation / Duress)
- Intent
- Legal Capacity v Power of attorney
- Agreement (Offer and Acceptance, battle of the forms. Invitation to treat v offer, Letter of Intent)
- Consideration, legal value (FOC offerings / project reviews and amendments to scope)

Structure of an express term contract

- Understanding the relationship between Civil (Contract and TORT) and Criminal law
- Understanding difference between Contract law ('promises' law) & TORT ('duty of care' law)
- Components of the 'whole' Agreement
 - Implied terms (statute)
 - Express terms (negotiated terms agreed verbally, in writing or by conduct)
- Understanding the starting position in statute (Implied terms) and how, and why, Express terms are used to amend or deviate from the Implied terms.
- Focus of the 'why' being:
 - Clarity - removing 'one size fits all' subjective, ambiguous elements of implied terms
 - Proactive risk management
 - Effective governance
- The 3 simple areas of an express term contract
 - Promise clauses – contractual obligations
 - Procedural clauses – governance / control & managing relationship
 - Liability / consequence clauses – proactive risk management
- How to effectively use model form contracts (including framework agreements, standard terms and conditions, industry standards e.g. NEC etc) to save time but still maintain ability to manage specific risks associated with an individual procurement requirement. Use of contract specific express terms and order of precedence
- *Exercise – Multiple choice review of implied terms in statute, focus on Sale of Goods Act, to understand how express terms deviate from statute and why, which of contracting party benefits from such deviation from statute*

Express Term Promise clauses

- Deviating from Sale of Goods Act / Supply of Goods and Services Act
- Capturing ALL promises within the legal contract – those of Supplier AND Buyer, dependencies on Buyer which might hinder / frustrate progress of the Supplier and be viewed as potential risk for Supplier impacting price offered
- Best endeavours v reasonable endeavours
- Implications of the 'Reasonable' rule in English contract law
- Importance of using the 'Definitions' section in the contract
- Five Rights of Procurement – quality, time, quantity, place, price
 - Quality acceptance criteria:
 - Clarifying / defining meaning of implied term 'satisfactory quality'. Use of KPI's / Service level agreements. Changing qualitative into quantitative measures. SMART measures.
 - Agreeing who is taking responsibility for 'fitness for purpose' (Conformance specification v Performance specification). Use of terminology: 'shall / will' v 'should / could'
- *Exercise – reviewing a real life scope of supply to identify ownership of contractual obligations and clarity*

Express Term Procedural clauses

- Applicable law
- Privity of contract v Rights of 3rd Party Act
- Right to assign
- Right to subcontracting
- Complete / Entire Agreement, non-reliance clause
- Order of precedence of the contractual documents
- Authorised representative (power of attorney). Contract amendments, waivers
- Right of visibility / transparency of progress. Reporting, reviews, auditing, witnessing
- Dispute resolution – litigation, arbitration, mediation
- Termination for convenience

Programme

Day 2

Express Term Consequence / liability clauses

"Majority of contracts are a 'blame game' not a partnership"

- Liability in statute – Unlimited consequential damages. Compensation not penalty.
- Monetary compensation / termination for breach
- Force Majeure v Frustration Act 1943
- Passing liability / risk
 - Exclusion, Disclaimer, Indemnity clauses
- Limiting liability / risk (which in part is also passing part of liability)
 - Express term limit of / capping liability clauses
 - Why express terms like the 'warranty' clause are preferable – solution not monetary compensation. Plan Bs / contingency planning
- Excluding liability in TORT (duty of care)
- Unfair Contract Terms Act – what liabilities you are not permitted to limit / exclude
- Late Payment Act / set off clause
- Exercise – Identify ownership of legal liability of contractual obligations identified in scope

Pro-active risk management methodology

- Cross checking ALL contractual document for consistency / alignment – Express terms and conditions, scope of work, specification etc. Importance of Complete Agreement and Order of Precedence express term clauses.
- Placing risk with party best able to manage that potential risk
- Understanding why no one wants monetary compensation or litigation, neither the Supplier nor the Buyer – both are looking for solutions, remedies, moving forward to achieve the optimum outcome when Plan A is no longer possible.
- Project planning and management being a combination of the 'Waterfall process' (upfront planning) and 'Agile' (responsive to changes / contingency plans / plan B's)

Proactive risk management process

- Identification
- Evaluate – probability v impact / cost. Risk appetite – 'adverse' or 'taker'
- Contingency / mitigation planning – 4 T's approach with focus on 'Treat'
- Exercise – Traffic light exercise for evaluating potential risks
- Exercise – Settlement zone exercise. Taking the Risk Register to the next level and incorporating Plan B's / contingency plans / optimum solution into the legally binding contract. Practical remedies to keep the project moving forward

Methodology for reviewing and proactively managing an Express Term Contract

- Throughout these session delegates will be shown how to use the 'tool kit' methodology. This is a symbol system & 'word search' process which makes the review of an express term contract much easier. This information is then included in an Action Plan, to effectively manage the contract knowing which party needs to proactively manage which Promises / potential risks and ensures visibility and ownership of who is monitoring progress.
- Action Plan proforma:

Promise / procedure	Party responsible for undertaking promise / following procedure	Legal consequence if broken	Mitigation, contingency plan	Internal owner for managing promise / procedure
<i>Promise / procedural clauses</i>		<i>Liability clauses</i>	<i>Proactive Risk management</i>	<i>Supply chain Management (SCM)</i>

Final questions

Presenter



Catherine Hurst

Catherine Hurst BSc(Hons), CIMDip, PgDL, is an independent consultant in the contract and commercial fields. She was formerly a Commercial Manager at BAe Systems, following previous contract/commercial roles with GEC and Siemens. She has extensive practical experience of bid management, contract drafting and negotiation, contract and subcontract management as well as commercial risk management, both with UK and overseas customers and suppliers, in the private and public sectors.

She is a highly experienced trainer, having a style which brings a subject to life, creating interest and stimulating the enthusiasm of delegates. She combines academic best practice with real world experience.

She lectures Chartered Institute of Procurement and Supply (CIPS) diploma, levels 4, 5 & 6 at Chichester college. As well as being a member of CIPS, Catherine has a degree in Management Studies, a Chartered Institute of Marketing diploma and more recently achieved a distinction in her Common Professional Examination (CPE)/Post-grad diploma in law, winning the prize for the highest achieving student in the contract law module.

Catherine has successfully provided training to organisations across a wide variety of industries, including:

Transport / utilities / energy / construction / engineering / IT / telecons: Network Rail, ScotRail, Balfour Beatty, London Underground, Westinghouse Springfields Fuels, General Dynamics, Siemens, Metronet, Thales, ABB, Hitachi, Jungheinrich, Honeywell, PALL Europe, Senior Aerospace BWT, RES (Renewable Energy Systems), AGI, Silvertown, QinetiQ, Clyde Pumps / Weir Pumps, Scottish Power, NCOC (North Caspian Operating Company), Computacentre, CISCO, BT, United Utilities

Health / pharmaceutical / education: Nuffield Health, Surrey PCT, Bristol Myers-Squibb, Newcastle University, Exeter University

Public: Forensic Science Services, Office for National Statistics, DARA (Defence Aviation Repair Agency), Metropolitan Police

Charity: Phoenix Futures, Homegroup

Retail: Co-op

Course dates

26-27 September 2024 **Live online**

09:30-17:00 **UK (London)** (UTC+01)

Course code 14224

GBP **799** ~~999~~

EUR **1,159** ~~1,439~~

USD **1,327** ~~1,639~~

Until 22 Aug

4-5 December 2024 **Live online**

09:30-17:00 **UK (London)** (UTC+00)

Course code 14225

GBP **799** ~~999~~

EUR **1,159** ~~1,439~~

USD **1,327** ~~1,639~~

Until 30 Oct

How to book



Online:

ipi.academy/155

Alternatively contact us to book, or if you have any queries:



Email:

info@ipi.academy



Phone:

[+44 \(0\)20 7749 4749](tel:+442077494749)

Discounts

- Booking more than one delegate on any one date qualifies for a **15% discount** on the second and subsequent places.
- Most events qualify for an **early booking discount** prior to 6 weeks before the course date. Be sure to check on our website, where the latest discounts will be shown.

Further information

Fee

The fee includes all meals and refreshments for the duration of the course (for venue-based courses) and a complete set of course materials (provided electronically). If you have any particular requirements, please advise customer services when booking.

Please note

IPI Academy (and our training partners) reserve the right to change the content and timing of the programme, the speakers, the date and venue due to reasons beyond their control. In the unlikely event that the course is cancelled, we will refund the registration fee and disclaim any further liability.

Terms and conditions

The rest of our terms, the event cancellation policy and the terms and conditions are on our website, please visit ipi.academy/content/terms-and-conditions

Reviews



I really enjoyed the course. It was engaging, quite interactive, intense, and not boring at all. Overall very useful.



Vera Zonova
Sales
Aseptic Technologies
Mar 4 2024



Catherine is a great presenter. She is extremely knowledgeable, and her love of contracts shows through in her presentations... Overall the course was fantastic. I was really looking forward to attending and it exceeded my expectations. The content was relevant to my role and I identified some improvements I can take back to my workplace, such as LFE and 'Tool Kit' to reading contracts.



Rachael Whittle
Clerical Support
WESTINGHOUSE ELECTRIC EUROPE SA
Feb 22 2022



Excellent speed, positive vibe, good content, interactive approach. Catherine radiates her pleasure in dealing with contracts and knows her topic well. There is a genuine positive vibe to her story.. I feel the content provides a solid base to start expanding my role in contract management.



Patrick Helm
Sr. Associate Contract Management
Genmab B.V.
Jun 10 2021



The full content was very valuable. Everything very well organized, presented. Special thanks to the speaker who really made this online course very interactive and passionate.



Christelle ZOZOR
Contracts Manager
YARA SWITZERLAND LTD
Jun 10 2021

Run this programme in-house for your whole team

Coming to IPI Academy for your in-house training provides an all-inclusive service which gives you access to a wide variety of content, learning platforms and delivery mechanisms as well as your own personal training adviser who will work with you from the initial enquiry through to feedback and follow-up after the programme.

With over 600 trainers, all practitioners and experts across a huge range of fields, we can provide the training you need, where you need it, when you need it, and at a price which suits your budget. Our approach to tailored learning and development consists of designing and delivering the appropriate solution for each client.

For your FREE consultation and to find out more about how we can work with you to solve your training needs, please contact our training advisers:



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IPI Academy

IPI Academy is a training initiative of Falconbury and Management Forum; leading providers of industry training for over 30 years, based in the UK.

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