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Deerns UK Ltd v VDC LHR11 Ltd [2026] EWHC 1509 (TCC): When a 30-Day Final Payment Period Became 17 Days Under the Scheme

Deerns UK Ltd v VDC LHR11 Ltd

[2026] EWHC 1509 (TCC)

Technology and Construction Court, King's Bench Division

Mr Justice Eyre, 23 June 2026

Key Words

Construction contract — Consultancy agreement — Interim payments — Final date for payment — Housing Grants, Construction and Regeneration Act 1996 — Section 110(1)(b) — Scheme for Construction Contracts — Pay less notices — Estoppel by convention — Part 8 proceedings — Stay of execution — “Smash and grab” claim.

1. Headnote

1. The Defendant engaged the Claimant under a consultancy agreement dated 23 April 2025 to provide engineering consultancy services for a development at Chandos Park Estate, London NW10. [1]
2. The Claimant sought £910,501.71 plus VAT, contending that the Defendant had failed to serve timely pay less notices against two interim payment applications. [2], [11]
3. The issue was whether clause 7.2 of the Contract provided a compliant final date for payment where it fixed the final date for payment at 30 days after the due date but postponed that final date if the Consultant's payment application was issued late. [6], [44]-[56]
4. Mr Justice Eyre held that the Contract did not comply with s.110(1)(b) of the Housing Grants, Construction and Regeneration Act 1996 because it did not provide an identified and fixed period between the due date and the final date for payment. [14], [28], [54]-[56]
5. The relevant provisions of the Scheme therefore applied, with the result that the final date for payment was 17 days after the due date and the Defendant's pay less notices were out of time. [16], [57], [90]-[92]
6. The Defendant's estoppel by convention defence failed because the alleged common understanding was vague, unparticularised, and unsupported by contemporaneous

communications or conduct sufficient to restructure the contractual payment regime. [77]-[87]

7. The Defendant's application for a stay of execution was refused because the Claimant remained a going concern, the cross-claims were undeveloped, and the Defendant's non-payment had materially contributed to the Claimant's financial position. [95]-[100]

2. Material Facts

1. Clause 7.2 provided that the Fee was payable by instalments, that the application date and due date were the specified dates in Schedule 1, and that the final date for payment was 30 days after the relevant due date. [6]-[8]
2. Clause 7.2 further provided that, if the Consultant's invoice was issued late, the final date for payment was postponed by the same number of days by which the invoice was late. [6]
3. The parties agreed that the reference to the Consultant's invoice in that part of clause 7.2 meant the Column B payment application rather than the Column F invoice in the Schedule of Valuation Dates. [10]
4. The claim concerned applications 7 and 8, for which the due dates were 4 February 2026 and 6 March 2026 respectively. [11]-[12]
5. If the Scheme applied, the final dates for payment were 21 February 2026 and 23 March 2026, and the last dates for pay less notices were 16 February 2026 and 18 March 2026. [11]-[12], [16]
6. The Defendant served pay less notices on 27 February 2026 and 25 March 2026. [11]-[12]
7. The notices were therefore late if the Scheme applied but in time if the contractual 30-day period continued to govern the payment timetable. [11]-[12], [88]-[92]

3. Issues

1. The first issue was whether the Contract, properly construed, provided a final date for payment which complied with s.110(1)(b) of the HGCRA. [5], [14], [28], [56]
2. The second issue was whether, if the Contract was non-compliant, paragraph 8 of the Scheme applied so as to impose a 17-day period from the due date to the final date for payment. [5], [14], [16], [57], [88]-[92]
3. The third issue was whether the Defendant had established, or had shown sufficient grounds to defer for trial, an estoppel by convention based on the parties' alleged shared operation of the payment provisions. [5], [58]-[66], [77]
4. The fourth issue was whether the court could apply the Scheme in a limited or piecemeal way so as to preserve the parties' intended 30-day period. [5], [88]-[92]
5. The fifth issue was whether execution of any judgment for the Claimant should be stayed. [5], [93]-[100]

4. Decision

1. The Contract did not provide a compliant final date for payment because the due date remained fixed while the final date for payment could move by reference to the date on which the payment application was issued. [44]-[56]
2. That mechanism allowed the period between the due date and the final date for payment to vary, which was inconsistent with s.110(1)(b) as explained in *Rochford and Lidl*. [17]-[30], [54]-[56]
3. Section 110(3) therefore required the relevant provisions of the Scheme to apply. [14], [57]
4. Paragraph 8 of the Scheme imposed a final date for payment 17 days after the due date. [16], [90]-[92]

5. The Defendant's pay less notices were out of time. [11]-[12], [92]
6. The estoppel by convention defence failed and did not justify adjourning or deferring the Part 8 proceedings for pleadings, disclosure, further evidence, and cross-examination. [66]-[87]
7. The application for a stay of execution was refused. [93]-[100]
8. Judgment was to be entered for the Claimant in the amounts claimed, subject to submissions as to the form of order. [101]

5. Reasoning

1. The court approached the Contract by identifying the objective meaning of the language used, read in the context of the Contract as a whole and the relevant statutory framework. [34]
2. The court accepted that a construction contract should, where properly open, be read in a way that avoided statutory non-compliance but that principle did not permit a strained or artificial construction. [36]-[40]
3. The court rejected the Defendant's submission that the Schedule of Valuation Dates should take priority over clause 7.2. [35]
4. The Schedule was referred to through Schedule 1 and clause 7.2, and it was not a separate or superior contractual instrument. [35]
5. The drafting contained minor infelicities, including cross-referencing points and inconsistent uses of the word "invoice" but those matters did not alter the proper construction of the payment provisions. [35]
6. Clause 7.2, Schedule 1, and the Schedule of Valuation Dates were read together as fixing the interim valuation dates and due dates for payment while allowing only the final date for payment to be postponed if the payment application was late. [44]-[50]
7. The expression "issued late" presupposed a date by which the payment application should have been issued and therefore supported the conclusion that the application date and due date were fixed reference points. [47]
8. The Defendant's interpretation would have treated the actual date of the late payment application as the new starting point for recalculating the payment timetable. [51]-[52]
9. That interpretation would have rewritten the bargain by substituting a fresh calculation mechanism for the fixed dates stated in the contractual documents. [52]-[53]
10. The court therefore held that the Contract allowed the final date for payment to be postponed by reference to the payment application while leaving the due date fixed. [54]
11. That was impermissible because the authorities required the final date for payment to be fixed by reference to an identified period after the due date, even though the parties were free to agree the length of that period. [20]-[30]
12. It followed that the Contract failed to provide a final date for payment for the purposes of s.110(1)(b). [55]-[56]
13. The Defendant's alternative submission that the court should preserve the parties' intended 30-day period was rejected because paragraph 8 of the Scheme imposed a clear statutory substitute where no compliant final date had been provided. [88]-[92]
14. The court accepted that substituting 17 days for the intended 30 days had attraction from a commercial perspective but held that the court had no power to impose a different solution from that provided by Parliament. [89]-[91]
15. The estoppel case failed because the alleged common understanding would have required the parties to proceed on a basis radically different from the express terms of the Contract. [78]-[81]

16. The alleged convention had not been communicated expressly, and the contemporaneous documents did not show that it had been shared or acted upon in the way alleged. [80]-[84]
17. Informal dealings and a failure to insist on strict compliance with the contractual timetable did not establish an estoppel by convention which restructured the payment regime. [79], [86]
18. The stay application failed. Although the Claimant had a real need for the sums claimed and modest net equity, it remained a going concern; the Defendant's cross-claims were a very long way from being established; the Claimant's financial position was not materially worse than at the date of the Contract; and the Defendant's non-payment had played a significant part in the Claimant's financial difficulties. [95]-[100]

6. Ratio Decidendi

1. A construction contract did not comply with s.110(1)(b) of the HGCRA where it fixed the due date for payment but allowed the final date for payment to be postponed by reference to the date on which the payment application was issued. [44]-[56]
2. The statutory requirement was not met where the mechanism allowed the period between the due date and the final date for payment to vary. [20]-[30], [54]-[56]
3. The parties could agree the length of the period between the due date and final date for payment but that period had to be fixed once the due date had been established. [14], [28]-[30]
4. Where the contract failed to provide a compliant final date for payment, s.110(3) required the relevant provisions of the Scheme to apply. [14], [57]
5. Where paragraph 8 of the Scheme applied, the court had no power to preserve the parties' intended 30-day period or substitute another period for the statutory 17-day period. [16], [88]-[92]
6. An estoppel by convention was not established by vague or unparticularised assertions of shared understanding where the alleged convention would have materially departed from the express contractual payment regime and was not supported by contemporaneous communications or conduct. [58]-[66], [77]-[87]
7. A stay of execution was not justified where the Claimant remained a going concern, the cross-claims were undeveloped, and the Defendant's non-payment had materially contributed to the Claimant's financial position. [93]-[100]

7. Disposition

1. The Claimant succeeded on the construction of the Contract and the application of the Scheme. [56]-[57], [90]-[92]
2. The Defendant failed on its estoppel by convention defence. [77], [86]-[87]
3. The Defendant failed on its application for a stay of execution. [100]
4. Judgment was to be entered for the Claimant in the amounts claimed, subject to submissions as to the form of order. [101]

8. Held

1. Held, that clause 7.2 did not provide a compliant final date for payment because it allowed the final date to move by reference to the timing of the payment application while leaving the due date fixed. [44]-[56]
2. Held, that the Contract failed to satisfy s.110(1)(b) because it did not provide an identified and fixed period between the due date for payment and the final date for payment. [14], [28], [54]-[56]
3. Held, that s.110(3) required the relevant provisions of the Scheme to apply. [14], [57]

4. Held, that paragraph 8 of the Scheme imposed a final date for payment 17 days after the due date. [16], [90]-[92]
5. Held, that the Defendant's pay less notices had been served out of time. [11]-[12], [92]
6. Held, that the alleged estoppel by convention was not established and did not justify deferring the issue for determination after pleadings and further evidence. [66]-[87]
7. Held, that the court could not preserve the contractual 30-day period in place of the Scheme's statutory 17-day period. [88]-[92]
8. Held, that the application for a stay of execution was refused. [93]-[100]

Comment

*The practical lesson from **Deerns UK Ltd v VDC LHR11 Ltd [2026] EWHC 1509 (TCC)** is that a payment mechanism which appears commercially intelligible can still fail if it does not provide a fixed period between the due date and the final date for payment. [28]-[30], [44]-[56]*

Clause 7.2 fixed the due date but allowed the final date for payment to be postponed where the Consultant's payment application was issued late, and that was sufficient to take the provision outside the requirements of section 110(1)(b) of the HGCRA. [6], [44]-[56]

*The judgment therefore reinforces the distinction drawn in **Rochford** and **Lidl** between flexibility in determining the due date and impermissible variability in the period between the due date and the final date for payment. [17]-[30], [55]-[56]*

The commercially significant consequence was that the parties' intended 30-day period gave way to the Scheme's 17-day period, because paragraph 8 supplied the statutory replacement once the Contract failed to provide a compliant final date for payment. [16], [88]-[92]

The court recognised the attraction of preserving the contractual 30-day period but held that it had no power to impose a different solution from that provided by Parliament. [89]-[91]

The estoppel argument also failed because the alleged shared understanding would have required a substantial departure from the express payment machinery, and the contemporaneous documents did not establish that such an understanding had been communicated, shared, or acted upon in the manner alleged. [77]-[87]

The stay application was refused because, although the Claimant had a real need for the sums claimed and modest net equity, it remained a going concern, the Defendant's cross-claims were not established, and the Defendant's non-payment had materially contributed to the Claimant's financial difficulties. [95]-[100]

The decision is therefore a clear warning that a final date for payment must be fixed by reference to a defined period after the due date, and that a mechanism which permits that interval to expand or contract risks displacement by the relevant provisions of the Scheme. [14], [28]-[30], [54]-[57], [90]-[92]

**#ConstructionLaw #HGCRA #PaymentMechanisms #PayLessNotices
#ConstructionContracts #SchemeForConstructionContracts #EstoppelByConvention
#StayOfExecution #TCC #CommercialLitigation #LegalJudgment #DeernsUKvVDC
#LegalUpdate #CaseLaw #DDAlegal**

Authorities

Case Law:

Final Date for Payment and HGCR Compliance — Primary Theme

1. **Rochford Construction Ltd v Kilhan Construction Ltd** [2020] EWHC 941 (TCC) — The court relied on **Rochford** for the principle that, although a due date may be fixed by reference to an event such as an invoice or notice, the final date for payment must be pegged to the due date and must be a set period of time, rather than being fixed by reference to an event or mechanism. The case was central to the conclusion that a contract which did not provide for an identified and fixed period between the due date and the final date for payment failed to provide a final date for payment for the purposes of s.110(1) of the HGCR. [17]–[21], [28]–[30], [55]–[56], [76], [90]
2. **Lidl Great Britain Ltd v Closed Circuit Cooling Ltd** [2023] EWHC 2243 (TCC), [2023] BLR 629 — The court treated **Lidl** as confirming **Rochford** and as supporting the proposition that a contractual final date for payment was non-compliant where it was dependent on something other than the due date. The case also supported the proposition that the only discretion given to the parties under s.110(1)(b) was to agree the length of the period between the due date and the final date for payment. [22]–[30], [44], [55]–[56], [72]–[73], [76], [90]
3. **Bennett (Construction) Ltd v CIMC MBS Ltd** [2019] EWCA Civ 1515 — The court referred to **Bennett** for the purpose of the HGCR, namely the provision of minimum mandatory standards to achieve certainty and regular cash flow. The case was also considered in relation to the incorporation of the Scheme and the principle that statutory replacement provisions should be applied only to the extent necessary. However, the court concluded that **Bennett** did not permit it to preserve the parties' intended 30-day period once paragraph 8 of the Scheme applied. [29], [32]–[33], [41]–[43], [88]–[91]
4. **VolkerLaser Ltd v Nottingham City Council** [2016] EWHC 1501 (TCC) — The judgment referred to **VolkerLaser** only through the discussion in **Lidl**, where it had been relied on for the limited proposition that it may make commercial sense for a contractor to be required to provide a VAT invoice. The judgment did not treat that point as qualifying the stricter principle in **Rochford** and **Lidl** that the final date for payment must be fixed by reference to the due date and not by reference to the fulfilment of a further condition. [27]

Contractual Interpretation, Lawful Construction and Incorporation of the Scheme — Secondary Theme

1. **Manor Asset Ltd v Demolition Services Ltd** [2016] EWHC 222 (TCC) — The court referred to **Manor Asset** for the principle that, where a contract was capable of two alternative meanings, one lawful and one unlawful, the lawful interpretation was to be preferred. The court accepted the principle but held that it applied only where the contract was properly capable of more than one legitimate interpretation. It did not justify a strained or artificial reading in order to avoid the operation of s.110(3) of the HGCR. [32], [36]–[40], [43], [53]
2. **Alstom Signalling Limited v Jarvis Facilities Limited (No.2)** [2004] EWHC 1285 (TCC) — The court referred to **Alstom v Jarvis** through the quotation from **Bennett**, where it was identified as an example of adopting the least damaging replacement option when incorporating provisions of the Scheme. The case did not assist the Defendant because the court held that paragraph 8 of the Scheme imposed a clear 17-day period and that the court had no power to substitute the parties' intended 30-day period. [41], [88]–[91]
3. **Grove Developments v Balfour Beatty Regional Construction Ltd** [2016] EWHC 168 (TCC); 165 Con LR 153 — The court referred to **Grove Developments v Balfour Beatty** through the quotation from **Bennett** for the importance of the parties' original agreement notwithstanding the provisions of the HGCR. The court did not treat that principle as allowing it to redraft the Contract or vary the period imposed by paragraph 8 of the Scheme. [41],

Estoppel by Convention and Part 8 Procedure — Tertiary Theme

1. **Mears Ltd v Shoreline Housing Partnership Ltd** [2015] EWHC 1396 (TCC), 160 Con LR 157 — The court relied on **Mears** for the elements of estoppel by convention. Those principles included that the parties must act on an assumed state of facts or law; that the assumption must be shared or acquiesced in; that the assumption must be communicated between the parties; that the party relying on it must have been materially influenced by it; and that unconscionability or unjustness is a key element. [64], [82]–[86]
2. **C Spencer Ltd v MW High Tech Projects UK Ltd** [2019] EWHC 2547 (TCC), [2019] BLR 643 — The court referred to **C Spencer** both for the substantive formulation of estoppel by convention and for the procedural approach to estoppel issues in Part 8 proceedings. The case supported the proposition that a vague and unparticularised estoppel allegation should not derail the swift enforcement of payment and adjudication provisions where the relevant material was documentary and no relevant factual issue had been identified which required oral evidence or trial. [65], [71]–[73], [87]
3. **ING Bank NV v Ros Roca SA** [2011] EWCA Civ 353 — The court referred to **ING Bank** for the general proposition that Part 8 proceedings are usually unsuitable for the trial of a disputed estoppel issue because such issues commonly require careful pleading and may involve substantial disputes of fact. The judgment treated that principle as a general but not universal rule, requiring examination of whether the particular estoppel issue genuinely required factual resolution outside Part 8. [68]–[71]
4. **ISG Retail Ltd v FK Construction Ltd** [2024] EWHC 878 (TCC) — The court referred to **ISG Retail** as an example of waiver and estoppel arguments being likely, in some circumstances, to involve substantial factual disputes requiring proper pleading. The authority illustrated that the suitability of Part 8 turned on the particular circumstances and not on any automatic rule that an estoppel argument must always be deferred. [69]–[70]
5. **Amalgamated Investment and Property Co Ltd v Texas Commerce International Bank Ltd** 1982 1 QB 84 — The court referred to the **Texas Bank** case only through Akenhead J’s summary in **Mears**. The cited point was that, for estoppel by convention, it was sufficient that the party claiming the benefit of the convention had been materially influenced by it. [64]

Stay of Execution and “Smash and Grab” Payment Claims — Quaternary Theme

1. **Wimbledon Construction Company 2000 Ltd v Vago** [2005] EWHC 1086 (TCC) — The court relied on **Wimbledon v Vago** as the principal framework for the stay of execution application. The relevant principles were that adjudication enforcement was intended to produce a quick and inexpensive temporary result; that a successful party should not generally be kept out of its money; that probable inability to repay may constitute special circumstances; and that a stay will not usually be justified where the claimant’s financial position is the same as or similar to its position at the time of contracting, or where that position has been caused, wholly or in significant part, by the defendant’s failure to pay. [94]–[100]
2. **AWG** — This authority was referred to within the quoted **Wimbledon v Vago** principles. The cited point was that the court must exercise its discretion on a stay application with the policy of prompt adjudication enforcement firmly in mind. [94]
3. **Herschell** — This authority was referred to within the quoted **Wimbledon v Vago** principles for two points. First, probable inability to repay may constitute special circumstances justifying a stay. Secondly, a stay will not usually be justified where the claimant’s financial position is the same as or similar to its position when the relevant contract was made. [94], [100]

4. **Bouygues** — This authority was referred to within the quoted **Wimbledon v Vago** principles for the proposition that a stay will usually be granted where the claimant is in insolvent liquidation or where there is no dispute on the evidence that the claimant is insolvent. The principle did not assist the Defendant because the court proceeded on the basis that the Claimant was solvent and remained a going concern. [94], [96]-[100]
5. **Rainford House** — This authority was referred to with **Bouygues** within the quoted **Wimbledon v Vago** principles. The relevant proposition was that a stay will usually be granted where the claimant is in insolvent liquidation or indisputably insolvent. The court did not apply that proposition because the Claimant remained a going concern. [94], [98]-[100]
6. **Absolute Rentals v Glencor Enterprises Limited (unreported, 16.1.00)** — This authority was referred to within the quoted **Wimbledon v Vago** principles for the proposition that a stay will not usually be justified where the claimant's financial position has been caused, wholly or in significant part, by the defendant's failure to pay sums awarded or found due. The court applied that principle in refusing a stay because the Defendant's failure to pay the sums due had played a significant part in the Claimant's financial difficulties. [94], [100]

Prioritisation Summary — Case Law

1. **Final date for payment and HGCRA compliance** was central to the disposition of the claim because the principal issue was whether clause 7.2 provided an identified and fixed period between the due date and the final date for payment. [17]-[30], [44]-[57], [90]-[92]
2. **Contractual interpretation and incorporation of the Scheme** were important to the structure of the reasoning because the court had to decide whether the Contract could properly be read so as to avoid non-compliance and, if not, whether the Scheme could be applied in a limited way to preserve the intended 30-day period. [31]-[43], [88]-[92]
3. **Estoppel by convention and Part 8 procedure** were secondary and were addressed as fallback issues after the court had rejected the Defendant's construction of the Contract. [58]-[87]
4. **Stay of execution** was final and consequential, and was addressed only after the court had concluded that judgment should be entered for the Claimant. [93]-[101]

Legislation:

1. [Housing Grants, Construction and Regeneration Act 1996, s.109](#) — The court referred to s.109 as establishing the statutory entitlement to instalments, stage payments, or periodic payments. The provision formed part of the statutory background against which the court considered the requirement for certainty in relation to the final date for payment. [13], [29]
2. [Housing Grants, Construction and Regeneration Act 1996, s.110\(1\) and s.110\(3\)](#) — The court relied on s.110(1)(b) as requiring every construction contract to provide a final date for payment in relation to any sum which becomes due. The court relied on s.110(3) as requiring the relevant provisions of the Scheme to apply where the contract failed to contain such provision. [2], [14], [20]-[30], [55]-[57], [90]-[92]
3. [Housing Grants, Construction and Regeneration Act 1996, s.111](#) — The court referred to s.111 as setting out the obligation to pay the notified sum on or before the final date for payment and the statutory framework for pay less notices. The provision was relevant to the consequence of the final date for payment because any pay less notice had to be served within the prescribed period before that date. [15]
4. [Scheme for Construction Contracts, Part 2, paragraph 8](#) — The court relied on paragraph 8 as imposing a final date for payment 17 days from the date payment became due where the parties had failed to provide a final date for payment. The provision was determinative of the

Defendant's pay less notices being out of time once the Contract was found not to comply with s.110(1)(b). [2], [16], [57], [88]-[92]

Prioritisation Summary — Legislation

1. **Section 110(1)(b) and section 110(3) of the HGCRA** were central to the outcome because the court's primary conclusion was that the Contract failed to provide a compliant final date for payment and that the Scheme therefore applied. [14], [55]-[57], [90]-[92]
2. **Paragraph 8 of the Scheme for Construction Contracts** was determinative of the payment consequence because it imposed the 17-day final date for payment once the Contract failed to provide a compliant final date. [16], [57], [90]-[92]
3. **Section 111 of the HGCRA** was important to the pay less notice analysis because it explained the statutory relationship between the final date for payment and the prescribed period for a pay less notice. [15]
4. **Section 109 of the HGCRA** provided the background to the statutory payment regime and the entitlement to instalments, stage payments, or periodic payments. [13], [29]

Legal Texts and Commentary

Contractual Interpretation and Lawful Construction — Primary Theme

1. **Lewison on the Interpretation of Contracts, 8th ed.** — The court referred to this text for the principle that, where a contract is capable of two alternative meanings, one lawful and the other unlawful, the lawful interpretation is to be preferred. The court treated the principle as applicable only where the contractual language was genuinely capable of more than one legitimate interpretation. [37]-[40]

Prioritisation Summary — Legal Texts and Commentary

1. **Contractual interpretation and lawful construction** were relevant to the court's treatment of the Defendant's argument that the Contract should be construed, if possible, so as to avoid HGCRA non-compliance. [32], [36]-[40], [43], [53]
2. **Limits of corrective interpretation** were relevant because the text supported the interpretative principle but did not displace the court's conclusion that the Contract had one proper construction and that a strained reading was not permissible. [38]-[40], [43], [53]

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CIC Adjudication Panel Member since 2010

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RICS Adjudication Panel Member since 2006
RICS Dispute Board Registered since 2013
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