



MARKETING  
INSTITUTE OF  
SINGAPORE

# BUSINESS MANAGEMENT

Date:  
**19 Mar 2012**  
**15 Jun 2012**

Course Fees:  
**S\$540.00**

**MIS MEMBER:  
20% OFF**

For Course Enquiries  
Web:  
[www.mis.org.sg/seminars](http://www.mis.org.sg/seminars)

Email:  
[seminars@mis.org.sg](mailto:seminars@mis.org.sg)

Tel:  
6327 7586 / 583/ 582

Fax:  
6327 9741

51 Anson Road #03-53  
Anson Centre (S)079904

## Contract Law for Non-Legal Professionals

### Why You Should Attend This Course:

Managers, company directors, executives and businessmen need to clearly understand contract law. Learn how to interpret the contractual clauses and what the terms and conditions actually mean. Now it is even more important to understand how contracts can be made electronically through the email and the world wide web over the internet. Participants will learn how to make a valid contract – oral or written. Learn how a contract may be discharged by novation, by performance and frustration and how to terminate a contract and know the remedies available for breach of contract, including liquidated damages and penalty clauses, specific performance and injunctions.

Get a thorough understanding of the principles of contract law through this course taught by a well-known author of 31 law books, including the best-seller book “Contract Law”. Rules on contract drafting will be discussed. Emphasis will be placed on the terms and clauses frequently used in the drafting of contracts and agreements, including boiler plate clauses, e.g. entire agreement clauses etc.

Video training materials will be used to enhance learning. Course materials will be given which are useful and invaluable references. Case studies and case presentations will be discussed. You will learn how to conduct your businesses effectively within the laws of business and companies.

### Course Outline:

#### Roles and responsibilities of a contract manager

- **Commencing the contractual process**
  - Relationship building
  - Setting Targets, timelines and periodic review
- **Defining expectations**

#### Understanding Contractual Materials and Terms

- Standard form contracts
- Conditions and Warranties
- Complex Terms –
  - The Suisse Atlantique case
- Identifying fundamental terms and minor terms
- Express & Implied Terms
- Parol Evidence Rule
- Unconscionable bargains and unreasonable terms of contract
- The incorporation of terms
  - implication by custom
  - implication by fact
  - implication by law
- Interpretation of Terms
  - from literal to contextual interpretation
  - inadmissible evidence
- **Exclusion Clauses**
  - contra proferentum rule
  - Exceptions of negligence liability under the Unfair Contract Terms Act
  - The enforcement mechanism under Statutory restrictions

#### Construction of the Contract

- express provision
- hardship clauses or intervener clauses
- force majeure

#### Vitiating Factors in a Contract

- **Mistake**
  - non est factum
  - fundamental mistake about contractual document
- **Misrepresentation**
  - identifying representations from terms of contract
  - identifying actionable statements and omissions
    - silence (non-disclosure) to constitute misrepresentation
  - the three types of fraudulent, negligent and innocent misrepresentation
  - consequences of misrepresentation
  - remedies available
  - what is rescission?
  - damages under Misrepresentation Act
  - restitution, indemnity and damages at Common Law
- **Duress to person and property**
  - illegitimate pressure
  - voidable contracts
- **Undue Influence**
  - voidable contracts
- **Illegality**
  - presumption
  - void contracts at common law
  - contract in restraint of trades
  - illegal contracts



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## Contract Law for Non-Legal Professionals

### Managing Contract Performance

- Variations to the existing contract – Negotiating variations and potential legal pitfalls
- Extensions and renewals – effective use of extension and renewal clauses – best practices with regard to notices
- Completion of works and original expectations – reviewing contract specifications and matching with performance
- Withdrawing from the contract – understanding the legalities of wrongful withdrawal
- Termination and post-termination actions

### Essential Negotiation skills

- Clarifying objectives & goals
- Bargaining tools
- Compromising without losing out
- PIOC Harvard Techniques
- Tips for a Successful Negotiation

### Enforceability – Is the contract enforceable?

- **Offer & Acceptance**
  - invitation to treat e.g. auction and tenders
  - electronic formation of contract e.g. e-offer or e-acceptance
- **The Enforcement of Bargains**
  - consideration
  - the requirement of a benefit/detriment in a contract
  - rules of consideration in drafting innovative contracts
- **The Contracts (Rights of Third Parties) Act**

### Enforcement methods

- Identifying and evaluating the various strategies in dispute resolution
- Litigation, arbitration and mediation, mini-trials
- Ways to structure efficient dispute resolution clause

### Termination of contracts

- **Discharge of contracts**
  - by performance
  - by agreement
  - by frustration
    - effects of frustration under Frustrated Contracts Act
    - money paid or payable
    - legal impossibility
    - physical impossibility
    - impossibility of purpose
  - by repudiatory breach
  - self-induced frustration

### Remedies for the breach of contract

- Assessment of damages – the compensatory aim
- Obtaining injunctions
- Liquidated damages
- Penalty clauses
- Remoteness of damage under the rule in *Hadley v Baxendale*
- Speculative damages
- Mitigation of damages
- Specific performance
- Quantum Meruit (for the work done)

### Trainer's Profile:

**Catherine Tay Swee Kian** is an Associate Professor lecturing law at the National University of Singapore, Department of Strategy and Policy (NUS Business School). She is also an Advocate and Solicitor of the Supreme Court of Singapore and an author of 31 law books.

Prof Tay studied law at Queen Mary College, University of London and graduated with a Master of Laws, in which she specialised in Company, Shipping, Insurance and Marine Insurance Laws. She did her pupillage under the Honourable Lady Mary Hogg in London and returned to Singapore in the law firm of Rodyk & Davidson.

She has contributed and published legal articles in established international refereed journals, as well as high-quality legal publications of local importance and relevance such as "The Malayan Law Journal" and "The Singapore Law Gazette", an official publication of The Law Society of Singapore.

Prof Tay was on the Board of Overseas Editors for the (United Kingdom) Journal of Financial Crime, an official publication of the Cambridge International Symposium on Economic Crime. She has presented papers at many conferences and seminars on Business Law, Medical Law, Company and Insolvency Laws both overseas and in Singapore. Prof Tay is an examiner on law subjects for a number of professional bodies in Singapore and overseas. She conducts in-house seminars for hospitals, banks, statutory boards, hotels, commercial firms and companies, clubs and associations.

She has lectured in seminars and workshops in medical ethics and law. She is also a legal consultant appearing on many television segments. She co-hosted a weekly talk show "In the Eyes of the Law" on NTUC RadioHeart and was a consultant to MediaCorp television series on consumer laws "What's Your Case" on TV Channel 5.

# REGISTRATION FORM



## EXECUTIVE DEVELOPMENT PROGRAMMES

Register online at [www.mis.org.sg/seminars](http://www.mis.org.sg/seminars) or fax form to 6327 9741

Register for 3 or more participants and enjoy 5% discount!

<b>Contract Law for Non-Legal Professionals</b> <input type="checkbox"/> 19 Mar 2012 <input type="checkbox"/> 15 Jun 2012    (9.00am to 5.00pm) <b>S\$540 (subject to 7% GST)</b> <b>Includes lunch &amp; refreshments</b>		<b>*Approved for SDF funding</b> Please indicate if you wish to apply <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Participant(s) Name</b>	<b>Designation</b>	<b>E-mail</b>	<b>Contact No.</b>
1)			
2)			
3)			
Company:			
<input type="checkbox"/> Member (MIS Membership No):		<input type="checkbox"/> Non-Member	
Billing Address:			
Contact Person:		Designation:	
Tel:		E-mail:	
How did you know about this course? (You may tick more than one)		<input type="checkbox"/> e-Newsletter (pls specify sender): _____ <input type="checkbox"/> Print ad (pls specify publication): _____ <input type="checkbox"/> Received brochure through direct mail <input type="checkbox"/> Received brochure at event (pls specify): _____ <input type="checkbox"/> Search engines (pls specify): _____ <input type="checkbox"/> MIS website <input type="checkbox"/> i-Marketer portal <input type="checkbox"/> Word-of-Mouth/Recommendation (pls specify): _____ <input type="checkbox"/> Others (pls specify): _____	

### Administrative Details

**Registration**  
**Register Online @ [www.mis.org.sg/seminars](http://www.mis.org.sg/seminars)**  
 The fastest and most effective way to register for our courses is via our online registration form.

**Register via Email or Fax**  
 A place will be reserved for you upon receipt of your registration. Registrations should be sent at least two weeks before course commencement. A confirmation email will be sent to you two weeks before the course.

**Payment**  
 Payments are to be made in Singapore Dollars (SGD) and subjected to prevailing GST. Please make your payment either by cheque or GIRO upon receiving our invoice. All cheques should be crossed and made payable to "Marketing Institute of Singapore" with the invoice no. indicated on the back of the cheque. Any bank charges incurred as a result of bank/telegraphic transfers will have to be borne by the company. Fees are inclusive of course materials, certificate of participation, lunch & tea breaks.

**MIS Member Discount**  
 Corporate and Individual Members of MIS are entitled to **20%** discount on all Executive Development Programmes. For membership enquiries, email: [membership@mis.org.sg](mailto:membership@mis.org.sg).

**Group Discount**  
 Companies are entitled to **5%** discount for sending 3 or more participants to the same course on the same date.

**Course Venue**  
 All courses will be held at the Marketing Institute of Singapore, 51 Anson Road #03-53 Anson Centre Singapore 079904 unless otherwise stated.

**SDF Training Grant (for SDF-Approved Courses)**

- To apply for SDF funding, companies have to submit the training grant application for their employees on SkillsConnect within the stipulated timeline. SDF funding is subject to WDA's approval. For details, please visit [www.skillsconnect.gov.sg](http://www.skillsconnect.gov.sg).
- In the event that the SDF funding is rejected, the company will be liable to pay MIS the balance amount.
- Participants who wish to apply for SDF are required to indicate this on the course registration form.

**Withdrawals / No-Show**  
 For any withdrawals or cancellation, participants will be subjected to the following charges:

Notice Period	Withdrawal / Cancellation Charge
More than 14 days	No charge
Less than 14 days	25% of course fee
Less than 3 working days or No-Show	100% of course fee

Replacements from the same company are allowed.

**Cancellation**  
 Marketing Institute of Singapore reserves the right to change or cancel the course due to unforeseen circumstances.

**Customised In-House Training**  
 Courses can be custom-designed to suit your department/organisation's unique training requirements. Please contact us for enquiries. Email: [seminars@mis.org.sg](mailto:seminars@mis.org.sg) or call 6327 7586 / 583 / 582.