

Adjudicator's Curriculum Vitae

1. Name:	Terrence		Davis
	<small>First Name</small>	<small>Middle Name</small>	<small>Last Name</small>
2. Date of Birth:	12	08	45
	<small>MM</small>	<small>DD</small>	<small>YY</small>
3. Address	Suite 200 Northcliff House; 177 Beyers Naude Drive		
	Norrthcliff;		
	Johannesburg		
Email	tdavis@lindsaykeller.com		
Cell No.	082 4555 203		
4. Employer	Lindsay Keller		
5. Present Position	Consultant		
6. Contract experience	NEC3 & 4 SUITE OF CONTRACTS		
7. Experience as an as built environment professional at a senior level	None		
8. NEC Experience	Extensive experience in NEC dispute resolution since mid 1995		
9. Career Overview	<p>TERRENCE DAVIS, B.Com.; LL.B.; H.Dip.Tax.; H.Dip.Co.Law.; Attorney (admitted 1972), Notary Public (admitted 1972), Conveyancer (admitted 1972); passed the Qualifying Examination of The Law Society of England for admission of solicitors (1975); partner of LindsayKeller (1979 to 2015) and consultant of LindsayKeller since 2015; Commissioner of Small Claims Court; Member of the Legal Practice Council no. M00820, and Johannesburg Attorneys Association; CEDR Accredited Mediator (2009); Court-annexed Mediator (2014); CEDR certified in Advanced Negotiation; SAAM Accredited Commercial Mediator (2016); specialist on NEC disputes and member of ICE-SA Panel of NEC Adjudicators.</p>		
10. Other	He has published articles in the South African Law Journal on "Fiduciary duties		

of directors” (1984) and in the ICE Management, Procurement and Law on “Good faith obligations in NEC contracts” (doi.org/10.1680/jmapl.16.00004); “Good faith obligations in the NEC Contracts and Construction Law Quarterly” (doi.org/10.1680/jmapl.17.00033); “Time-Bar Provisions of the NEC3 Engineering and Construction Contract clause W1.3” (doi.org.10.1680/jmapl.18.00008); “Payment Provisions of NEC3 Professional Services Contract” (doi.org/10.1680/jmapl.18.00023); “Time-bar Provisions of NEC3 Engineering and Construction Contract clause W1.3” (doi.org/1680/18.00026); “Time-bar Provisions of NEC3 Engineering and Construction Contract clause W1.3” (doi.org/10.1680/18.00045); and in the NEC Users’ Group Newsletters (2016, 2017, 2018, 2019 and 2022) on “Trust and the right to compensation in NEC”; “Court decision highlights confusion over NEC Adjudication in South Africa”; “Adjudication outside the UK”; “Clause 10.1 – trust is not good faith”; “PSC case – a response”; “Recoupment of costs of adjudication and review arbitration”; “Payment provisions of the NEC3 PSC” (issue 97); “Recovering Legal costs in NEC3 disputes” (issue 98) and “What ‘trust’ really means in NEC and how parties can achieve it.” (issue 120)
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I am prepared to undertake adjudications for the following forms of NEC Contract

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|-------------------------------|--------------------------------------|
| ✓ ECC & ECS | ✓ ECSC & ECSS |
| ✓ PSC & PSSC | ✓ TSC & TSSC |
| ✓ NEC Supply and Short Supply | <input type="checkbox"/> CIDB Supply |