



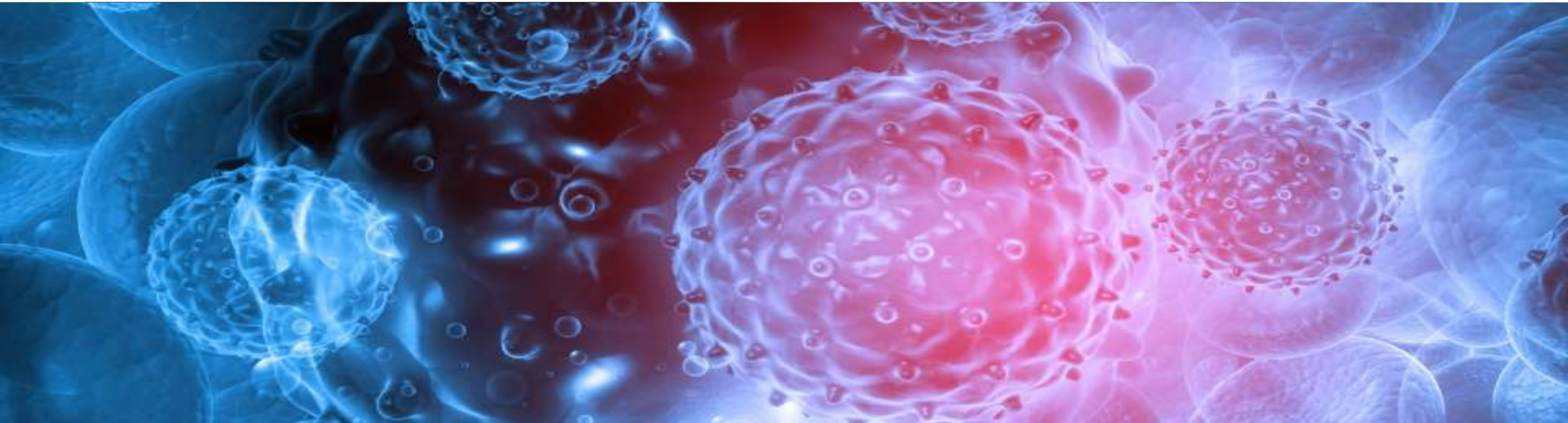
Impacts of Covid-19 on Hong Kong Construction Industry – Lessons learned from Legal and Contractual Perspectives

1 September 2022

Speakers:

Joseph Chung, Partner, Construction Department of Deacons

Stanley Lo, Consultant, Construction Department of Deacons





Speaker

Mr. Joseph Chung, Partner, Construction Department of Deacons

- Joseph Chung is a Solicitor and Partner of Deacons. Joseph's practice focuses on construction and international arbitration. He is also a Solicitor Advocate having rights of audience up to the Court of Final Appeal in Hong Kong and is a registered foreigner lawyer of the Singapore International Commercial Court. He was previously a Barrister until he became a Solicitor in 2001. Joseph is a fellow member of the Chartered Institution of Civil Engineering Surveyors and the Hong Kong Institute of Construction Adjudicators. He is also on the Panel of Adjudicators of the Hong Kong Institute of Construction Adjudicators.
- Joseph has extensive experience in all aspects of construction in both private and public sector works, advising developers, contractors, consultants and banks.
- He is recommended in the area of construction in the Asia Pacific Legal 500 and acknowledged as one of the leading lawyers in the area of construction in Chambers Asia Pacific and the exclusive winner of the "Construction" category in Hong Kong by the Client Choice Awards 2018 and 2021.
- Joseph is also the co-author of the Hong Kong version of one of the leading UK construction text "Emden's Construction Law in Hong Kong".





Speaker

Mr. Stanley Lo, Consultant, Construction Department of Deacons

- Stanley is a Consultant in Deacons. He is a Solicitor admitted in the High Court of Hong Kong SAR, a Fellow of the HKIS, RICS and CIOB and an Accredited NEC4 Project Manager. He has over 35 years of experience serving the construction industry in Asia (Hong Kong, China, Macau, Philippines and Cambodia), Middle East (Kuwait and Abu Dhabi), Africa (Chad and Cameroon) and Australasia (Australia and New Zealand). Stanley specialises in construction law, contract administration, project management, Public-Private Partnerships and resolution of construction disputes through mediation, adjudication, arbitration and litigation.
- Stanley is recognised as a Leading Front End Construction, Infrastructure & Project Lawyer (Leading tier) and a Leading Construction & Infrastructure Litigation Lawyer (Recommended tier) in Doyle's Guide Hong Kong (2021). He also received the NEC Large Project of the Year Award for Year 2016 by the NEC Users' Group for the Kennedy Town Swimming Pool Phase 2 on behalf of the main contractor. Whilst practising as an in-house lawyer, Stanley was elected as one of the 25 Top In-House Counsels in Asia by the Asian Legal Business (2012).
- Stanley is admitted in HKIAC's List of Arbitrators, HKIA/HKIS's Joint Panel of Arbitrators and HKIAC's Panel of Adjudicators. Stanley is the reigning Vice Chairman of the Hong Kong Mediation Council (a division of HKIAC) since July 2020.





Content

1. Novel Coronavirus
2. Impact of Covid on Dispute Resolution
3. Risks and Claims
4. Covid-19 under various standard forms of construction contracts in Hong Kong
5. Government's stance on Extension of Time Claims
6. Light at the end of the tunnel?
7. Q&A



1. Novel Coronavirus





HONG KONG



MACAU



31 Dec 2019	WHO first learned of a new virus on 31 Dec 2019 after National Health Commission (國家衛生健康委員會) in Wuhan announced unusual pneumonia outbreak. The new coronavirus called SARS-CoV-2 was subsequently named as COVID-19.
8 Jan 2020	National Health Commission confirmed outbreak caused by Novel Coronavirus
22 Jan 2020	Hong Kong and Macau discovered 1 st confirmed case
23 Jan 2020	Chinese Gov't announced factory closures in 7 provinces (including Wuhan & Guangdong)
28 Jan 2020	West Kowloon HS Railway Station & 5 others border control points were shut down. Work from home arrangement for civil servants.
4 Feb 2020	4 more border control points were shut down after 18 confirmed cases.




8 Feb 2020	HK implemented a mandatory 14-day quarantine for arrivals from Mainland
Feb 2020 to Feb 2022	2 years struggle from the 1 st wave to the 5 th wave
5 Mar 2022	<p>The first 5 days of March saw 234,829 people in Hong Kong tested positive, more than half the total number of cases registered in the city since the pandemic began.</p> <p>https://www.thelancet.com/journals/laninf/article/PIIS1473-3099(22)00167-0/fulltext</p> <p>The 5th wave, Omicron variant caused health system stretched to its limits and the mandatory hospitalization abandoned. COVID-19 vaccination rate in Hong Kong was low. Most of the deaths in the 5th wave were among the unvaccinated elderly.</p> <p>https://www.coronavirus.gov.hk/eng/5th-wave-statistics.html</p>





Last updated: September 01, 2022, 02:04 GMT

 China, Hong Kong SAR

Coronavirus Cases:

1,540,803

Deaths:

9,690

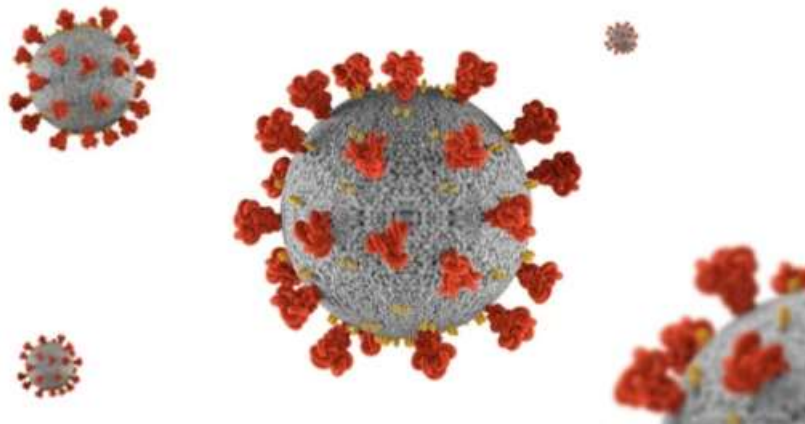
Recovered:

1,316,455

<https://www.worldometers.info/coronavirus/country/china-hong-kong-sar/>



2. Impact of Covid on Dispute Resolution





Impact of Covid on Dispute Resolution (1)

Court Proceedings – Pre-Covid

- Court hearings predominantly in oral
- Technology Court – not often used





Impact of Covid on Dispute Resolution (2)

- Facilities in Technology Court
 - video conferencing system (VCF)
 - facilities for multi-media presentations
 - Electronic Bundles in PDF
 - Closed-circuit television facilities (CCTV)
 - installed wiring and connections ready instantaneous court reporting & transcription services
 - enhanced digital audio recording and transcription service
 - enhanced interpretation facilities
 - enhanced public address





Impact of Covid on Dispute Resolution (3)

- Most Courts/Tribunal may use Technology Court
- When can Technology Court be used?
 - matter of case management





Impact of Covid on Dispute Resolution (4)

Court Proceedings – Impact of Covid

- From 29 January 2020 to 3 May 2020,

Court proceedings were generally adjourned

- General Adjourned Period (GAP)
- paper disposal first alternative
- Court may conduct remote hearings when oral submissions necessary





Impact of Covid on Dispute Resolution (5)

- Rolled out in 3 Phases
 - Phase I – from 3 April 2020, remote hearings by VCF suitable for High Court
 - Phase II – from 15 June 2020, remote hearings by VCF & telephone, Court of Appeal, Court of First Instance, Competition Tribunal, District Court and Family Court
 - Phase III – from 2 January 2021, expanding the use of remote hearings by VCF & telephone to include Labour Tribunal & Small Claims Tribunal
- Whilst Guidance Note for Remote Hearings for Civil Business in the Civil Courts was issued against the background of Covid, the Guidance Note promotes the possibility of alternative modes of disposal
- Remote hearings can also be used in conjunction with other modes of hearing





Impact of Covid on Dispute Resolution (6)

- During 5th wave
 - GAP from 7 March – 11 April 2022
 - in general, court hearings were conducted as directed by Court including the use of remote hearings and disposal on paper





Impact of Covid on Dispute Resolution (7)

- Remote hearings via VCF
 - remote hearing can be conducted in and from any court room with VCF available
 - all remote locations must be suitable and appropriate for conduct of court hearing
 - directions for remote hearing can be made on Court's own motion or parties' application
 - matter of case management
 - views of the parties
 - availability of VCF equipment
 - subject matter of proceedings





Impact of Covid on Dispute Resolution (8)

- whether the proposed use of VCF is likely to promote fair & efficient disposal of proceedings and/or save costs
- importance and nature of issue(s) to be determined
- whether there is urgency or whether the decision can await a later hearing date without causing significant disadvantage to the parties
- the ability of the parties to engage with & follow remote proceedings
- whether evidence is to be heard or whether the case will proceed on the basis of submissions only
- the proposed length of the remote hearing





Impact of Covid on Dispute Resolution (9)

- types of hearing suitable to be conducted remotely
 - interlocutory applications or appeals
 - some trials or part of trials may be considered suitable
 - civil appeals and interlocutory applications including application for permission to appeal to Court of Appeal
- if hearing in open court, even though remote hearing, barristers/solicitor advocates need to be robed – Court etiquette will continue to apply





Impact of Covid on Dispute Resolution (10)

- telephone hearings
 - suitable for short directions hearings
 - directions for telephone hearings can be made on Court's own motion
 - court etiquette applies





Impact of Covid on Dispute Resolution (11)

Decided Cases on Remote Hearings

Tsang Woon Ming v Lai Ka Lim and others (HK 20.05.20)

■ Facts

- Shareholders dispute
- D applied for three witnesses to give evidence by VCF 2 days before start of trial
 - attendance of witnesses will require two periods of quarantine – a total of 28 days

■ Held

- Court critical of lateness of application
- D's excuse that lateness of application was caused by GAP was not a good reason
- the witnesses could have gone through quarantine prior to trial
- the timing of the application was such that the Court was held to ransom





Impact of Covid on Dispute Resolution (12)

- the real reason for D's application was the witnesses' unwillingness to have their business commitments interfered during periods of quarantine
 - giving evidence at trial should be a matter of top priority
 - putting their business interest first is not a good reason
- the lateness of the application coupled with the unsatisfactory proposal concerning the locations where the witnesses would give evidence meant that
 - there was limited time for the parties to agree a "neutral" venue for the witnesses to give evidence as opposed to their offices
- the Court highlighted the importance of a neutral venue to avoid foul play
- because of the lateness of the application, there were unresolved issues of practicality on the VCF equipment





Impact of Covid on Dispute Resolution (13)

- as in most shareholders' disputes, credibility of witnesses will be hotly contested – their evidence need to be scrutinised in the solemn atmosphere of the Court
 - the cases where the Court would allow the convenience of a witness to justify giving evidence via VCF would be rare
- if the application were allowed, the Court would be deprived of the opportunity to observe the witnesses giving evidence under a solemn atmosphere
- the Court restated the important principle that justice must not only be done but be seen to be done





Impact of Covid on Dispute Resolution (14)

Taishin International Bank Co Ltd v QFI Limited (HK 25.05.20)

■ Facts

- hearing date – 25 May 2020
- directions for preparation of trial
- D made application for D's witness to give evidence in trial by VCF
 - witness resides in Shanghai
 - application necessitated by continued difficulties presented by Covid-19 pandemic
 - if witness travelled to Hong Kong, she would be subject to compulsory quarantine for a total of 28 days (14 days in Hong Kong followed by 14 days in Shanghai) - cause considerable disruptions to family commitments





Impact of Covid on Dispute Resolution (15)

- significant health risks for witness to travel between Shanghai and Hong Kong as both places reported new cases of Covid-19 i.e. risk of transmission on plane
- as pandemic not under control, it was possible that Shanghai/Hong Kong would tighten their immigration policies at any time
- P would suffer no prejudice – the witness would be cross-examined through plasma screen and speakers, and to the judge in assessing the witness' credibility, such disadvantages are unlikely to be serious, given modern technologies are very advanced. Cross-examination by video-link would be as natural and free as when a witness is in Court





Impact of Covid on Dispute Resolution (16)



- Held
 - Application allowed
 - outbreak of Covid-19 an unexpected and unforeseeable event
 - transmission risk in air travel was a legitimate concern
 - health should be a paramount concern for everyone
 - if the witness is allowed to give evidence in Shanghai through VCF, P would be entitled to have an observer at place where witness would give evidence.
 - the witness should give evidence at a neutral place – a place with no connection with the witness, D or D's lawyers



Impact of Covid on Dispute Resolution (17)

Wong Lo Kin v Sun Kwong Metal Manufacture Co Ltd (HK 21.12.21)

■ Facts

- dispute on claim for “land use fee”
- D applied for VCF for two witnesses from
 - USA
 - Mainland China

14 + 7 days
Quarantine



■ Held

- USA was a Group A Country under the then restrictions and quarantine requirements imposed by HK Government hence USA witness was restricted from entry into HK due to the pandemic
- it was impractical if not impossible for the USA witness to come to HK to attend trial
- whereas for the Mainland China witness, the position then was that he had to undergo compulsory quarantine for 7 days followed by 7 days self-monitoring when he travelled into HK and that when he returned to Mainland China, he was required to undergo another 14 days of quarantine followed by 7 more days self-monitoring
- the Court allowed the Mainland China witness to give evidence remotely on the ground that the subject factual dispute was limited



Courts (Remote Hearing) Bill

- At consultation stage
- Objectives
 - to meet rising expectations of Court users for increased use of technology in the conduct of Court business
 - enable Courts to tackle unforeseen and complicated situations such as pandemics
 - need for legislative amendments
 - most criminal cases cannot be heard remotely
 - for civil proceedings, there are no express provisions setting out how matters are to be handled in a remote mode
 - need to introduce legislative amendments to provide a clear legal basis for Courts to order remote hearings

Objectives





Courts (Remote Hearing) Bill - Features

- Applies to all level of Courts/Tribunals
- Court may on its own motion or on application by party, direct remote hearing
- Factors to be considered when deciding whether to direct remote hearing
 - nature, capacity and urgency of proceedings
 - nature of evidence intended to be adduced
 - views of parties
 - the ability of parties to engage with and follow proceedings if conducted remotely
 - whether parties and their legal representatives can conduct their case effectively
 - whether right to a fair trial can be effectively maintained
 - quality and security of the remote hearing facility and their availability to parties





Court Proceedings (Electronic Technology) Ordinance



- Came into operation in October 2021
- Objective
 - to enable use of electronic technology in Court proceedings and for Court-related services as an alternative to traditional paper-based methods
- Currently only available in District Court
 - personal injuries, tax & civil actions
- Set up of integrated Court Case Management System
 - can be set up for new & ongoing proceedings
 - e-filing - electronic filing or sending of documents to Court
 - e-service - documents between parties may be served electronically if they agree
 - e-payment - electronic payments may be made using the Court's e-system



Arbitration - Impact of Covid

- Virtual Hearings
- On line case management platform



ARBITRATION





3. Risks and Claims





Risks in Construction

- Like everything in life, construction projects come with risks
- Latham, M. (1994). *Constructing the Team: Final Report of the Government / Industry Review of Procurement & Contractual Arrangements in the UK Construction Industry*. London: HMSO.
- “No construction project is risk free. Risk can be managed, minimized, shared, transferred, or accepted. It cannot be ignored.”
- Risks can be foreseeable and unforeseeable





Force Majeure

- An external event
 - unforeseeable and unavoidable,
 - external to contract parties and
 - not the result of the actions of the parties
- French term - literally means "greater force"
- Act of God - event no party can be held accountable, e.g. hurricane, tornado, tsunami, volcanic eruption, etc.
- Resulting in a party impossible to honour the performance of a contract.
- A party to a contract who cannot perform its contractual obligations for the above reasons may declare force majeure.





Frustration of Contract

- English contract law doctrine - to set aside contracts where an unforeseen event renders contractual obligations impossible or radically changes contracting party's principal purpose for the contract.
- Taylor v Caldwell [1863] - Doctrine of frustration established by Mr Justice Blackburn.
- During the currency of a construction project, events outside the contracting parties' control may delay, impair or prevent the performance of parties' obligations.
- Not only rendering the performance more onerous.
- Performance of obligation must have been prevented by event of force majeure.





Frustration of Contract (cont'd)

- House of Lords in Davis Contractors Ltd v. Fareham Urban District Council (1956)

“Frustration occurs whenever the law recognises that without default of either party, a contractual obligation has become incapable of being performed because the circumstances in which performance is called for would render it a thing radically different from that which was undertaken by the contract.”





Claim for Extension of Time (EOT) & Additional Payment

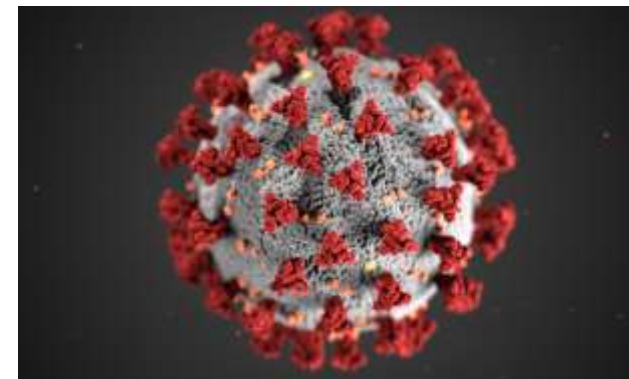


- Covid-19 – What is its contractual significance?
- Like other risks which may pop up during the duration of the contract, contractors should consider notifying Architect/Engineer on likelihood of any delay to the progress of the works and additional payment if relevant provisions for recovery can be found in the contract conditions.
- The coronavirus outbreak may constitute a special circumstance under some contracts and may entitle a contractor to EOT (e.g. shortage of construction labour due to quarantine measures & restrictions on the movement across the border).



Claim for EOT & Additional Payment (Cont'd)

- Some contractors may notify their claims for EOT under the force majeure clause. However, it may be argued that Covid-19 could not be construed as force majeure as it may not satisfy the criteria of “*unforeseeability and unavailability*”.
- In respect of the entitlements to EOT and/or Additional Payment, condition precedent clauses must be strictly complied with - *Maeda Corporation v. Bauer Hong Kong Ltd* [2020] HKCA 830





Claim for EOT & Additional Payment (Cont'd)

- Condition precedent clauses are set out in various standard forms of construction contracts, e.g. Private Form, Government Form, NEC, MTR, Hong Kong Housing Authority, Airport Authority, West Kowloon Cultural District Authority etc.
- For example: under the Standard Form of Building Contract (Private Edition – With Quantities) 2005, a contractor must notify his claim
 - ✓ for EOT within 28 days of the commencement of an event likely to cause delay to the completion of the Works (Clause 25.1); and
 - ✓ for Additional Payment within 28 days of the occurrence of an event which gives rise to a claim (Clause 28.1).





Impact of Covid-19 on the Court

Hung Yip (HK) Engineering Co Ltd v Kinli Civil Engineering Ltd [2021] HCMP 191/2020

In his Reasons for Decision dated 22 January 2021, Hon Harris J said:

“As a consequence of the impact of Covid-19 on the economy, the court is likely to face increasing numbers of disputes between companies and their creditors”





3 cases in which pandemic was the subject matter of contract frustration

1st Case

Li Ching Wing v Xuan Yi Xiong [2004] 1 HKLRD 754

Background

A tenant of a 2-year lease sought to invoke the doctrine of frustration when he was subjected to a 10-day SARS-related isolation order.

Held

District Court rejected the tenant's claim that a two-year tenancy was frustrated following the evacuation of residents of the premises pursuant to a 10-day isolation order by the Department of Health in light of the SARS outbreak.

SARS



3 cases in which pandemic was the subject matter of contract frustration (cont'd)

Li Ching Wing v Xuan Yi Xiong [2004] 1 HKLRD 754 (cont'd)

Court acknowledged that the SARS outbreak was an unforeseen event but it did not significantly change the nature of the parties' outstanding contractual rights or obligations from what the parties could reasonably have contemplated at the time of the execution of the tenancy agreement.

Court found that the 10-day isolation order was quite insignificant a period in terms of the overall use of the premises for a term of two years.





3 cases in which pandemic was the subject matter of contract frustration (cont'd) 2nd Case

The Center (76) Limited v Victory Serviced Office (HK) Limited [2020] HCA 1020/2020

Background

Jun 2019 - parties entered into a Tenancy Agreement – tenant (Victory) rented office premises to operate flexible workspace business.

Since Feb 2020, tenant failed to fully settle rent and other charges.

Jun 2020, landlord (The Center) commenced proceedings to recover outstanding rent etc - over HK\$28 M.





3 cases in which pandemic was the subject matter of contract frustration (cont'd)

The Center (76) Limited v Victory Serviced Office (HK) Limited [2020] HCA 1020/2020 (cont'd)

On 19 Nov 2020, Court ruled in the landlord's favour - summary judgment for repossession and outstanding rent / mesne profits (i.e. profits which have accrued while there was a dispute over land ownership) & other charges.

Tenant's defence:

1. Tenancy Agreement frustrated by social disruption and COVID-19.
2. invoke rent suspension clause - obligation to pay rent suspended by reason of social disruption causing premises inaccessible.





3 cases in which pandemic was the subject matter of contract frustration (cont'd)

The Center (76) Limited v Victory Serviced Office (HK) Limited [2020] HCA 1020/2020 (cont'd)

Held

Court of First Instance rejected a tenant's argument that tenancy agreement was frustrated due to the COVID-19 pandemic or social disruption.

Court acknowledged COVID-19 pandemic and social disruption may have been unforeseen at the time of execution of Tenancy Agreement and that such events must have rendered the tenant's business operations more onerous and not profitable.





3 cases in which pandemic was the subject matter of contract frustration (cont'd)

The Center (76) Limited v Victory Serviced Office (HK) Limited [2020] HCA 1020/2020 (cont'd)

- None of this had “*fundamentally or radically changed the nature of the parties’ obligations*” so as to render it “*physically or commercially impossible*” to fulfil the Tenancy Agreement.
- By holding onto the premises instead of surrendering them, Court said tenant was acting inconsistently with its claim of frustration.
- Tenant’s refusal to deliver up the premises was evidence of “*lack of good faith*” in its defence of frustration.
- Court also recognised that the tenant was in fact trying to hold onto the premises and generate income without paying rent!





3 cases in which pandemic was the subject matter of contract frustration (cont'd)

The Center (76) Limited V Victory Serviced Office (HK) Limited [2020] HCA 1020/2020 (cont'd)

Court further held that there was no evidence that the premises had been destroyed, damaged or become unfit for occupation or inaccessible, other than a general assertion by the tenant of social disruption, poor economy and the COVID-19 pandemic, and thus the tenant's alternative defence based on the rent suspension clause was also rejected.

Therefore, unless there is striking evidence indicating that the parties' obligations have been fundamentally or radically changed due to unforeseeable events, or that the leased premises have been rendered inaccessible for a significant period as compared with the duration of the tenancy, parties are still expected to fulfil their legal obligations under the lease.





3 cases in which pandemic was the subject matter of contract frustration (cont'd) 3rd Case

Holdwin Ltd v Prince Jewellery and Watch Co Ltd [2021] HKCFI 2735

- Prince Jewellery (tenant) leased premises from Holdwin (landlord) on a 9-year term - retail shop selling luxury watches & jewellery
- Tenant ceased operations due to Covid-19
- Landlord refused delivery up of premises or repudiation of lease & insisted lease be continued until end of term.
- Tenant argued:
 - Covid-19 was a frustrating event discharging lease agreement; or
 - rent abatement clause (being force majeure clause) would have suspended or ceased tenant's obligations to pay rent.





3 cases in which pandemic was the subject matter of contract frustration (cont'd)

Held

- Circumstances in which doctrine of frustration would apply to a lease are “*extremely rare*” and tenant’s use of premises was a matter with which tenant was alone concerned.
- Illogical to say that Covid-19 significantly changed nature of lease or parties’ rights & obligations.
- Defence of frustration therefore failed.
- Judge further held that Covid-19 did not fall within scope of rent abatement clause (which was premised upon physical damage to premises only).





4. Covid-19 under various standard forms of construction contracts in Hong Kong





Dependent upon the form of contract used, the following are examples of clauses that parties should pay particular attention:

Contract	2005 Private Form	1999 Gov't Form	NEC4	HK Govt NEC3	FIDIC (Silver, Red, Yellow, MBD Harmonised)	MTR (SCL & XRL)
Contractual Grounds	Cl. 25.1	Cl. 50(1)	Cl. 60.1(19)	Cl. 60.1(19)	Cl. 19.1	Cl. 22.6 (Excepted Risks)
Notice	Cl. 25.1 & 25.2 (28 days)	Cl. 50(1) (28 days)	Cl. 61.3 (8 weeks)	Cl. 61.3 (8 weeks)	Cl. 19.2 (14 days)	Cl. 68.3 (28 days) for time Cl. 82.1 (28 days) for Cost
Time	Dependent upon whether coronavirus is construed as special circumstance		✓	✓	✓	Unlikely as epidemic is not recognised as an Excepted Risk
Cost	x	x	✓	x	x	x



Contract	HKHA	AA	WKCD	CIC Standard Domestic Sub-contract	HKCA Standard Form of Domestic Sub-contract
Contractual Grounds	Cl. 8.4(2)(b)(xiii) (special circumstances)	Cl. 20.6 (Excepted Risks) Cl. 74.4 (Special Risks)	Cl. 21.5 (Excepted Risks) Cl. 77 (Special Risks)	Item 34 of Sub-Contract Particulars	Cl. 6.2 Cl. 10
Notice	Cl. 8.4(2)(a) (28 days) for Time	Cl. 44.1 (14 days) for Time Cl. 56.1(a) (28 days) for Cost	Cl. 45.1 (28 days) for Time Cl. 58.1(a) (21 days) for Cost	Cl. 4.3(a) (14 days)	Cl. 6.2 (21 days) Cl. 10
Time	Dependent upon whether coronavirus is construed as special circumstance	Unlikely as epidemic is not recognised as an Excepted Risk or Special Risk	Unlikely as epidemic is not recognised as an Excepted Risk or Special Risk	✓	Dependent upon if compensation is available under the underlying main contract
Cost	✗	✗	✗	✗	



5. Government's stance on EOT Claims





- **End Jul/early Aug 2020**
- Finance Committee of Legislative Counsel approved a proposal made by Gov't to alleviate difficulties faced by construction industry.
- Except for contracts with provisions for general damages, Gov't forgoes LDs arising from outbreak of COVID-19 for public works contracts by granting EOTs up to 6 months under contractual provisions.
- Imposition of LDs can be withheld by relevant works departments pending processing of contractors' EOT applications.

<https://www.deacons.com/2020/08/05/covid-19-outbreak-and-the-hong-kong-construction-industry/>



- 14 Mar 2022
- Having regard to impact on development & construction sectors caused by 5th wave of COVID-19, Development Bureau announced that it would grant EOTs to:
 - Gov't works contracts; and
 - building covenant period under land leases of private development projects.

<https://www.deacons.com/2022/03/25/development-bureau-to-grant-extensions-of-time-to-government-works-contracts/>

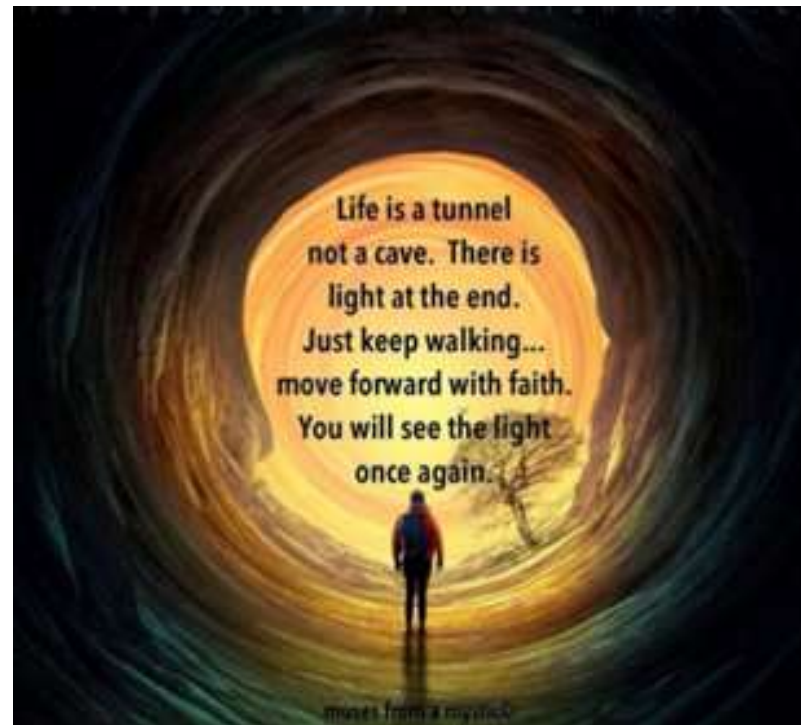


6. Light at the end of the tunnel?





People frequently say “There is always light at the end of the tunnel





From Jan 2020 to Sep 2022 (33 months) Hong Kong is recovering

Quarantine ... 21 days to 7 days to 3 + 4 days. What next? 2+3? 1+2? 1? **ZERO!**

<i>Hong Kong Sevens (4-6 Nov 2022)</i>	<i>The TransLantau Race (4-6 Nov 2022)</i>
<i>Standard Chartered Hong Kong Marathon (20 Nov 2022)</i>	<i>Hong Kong International Wine and Spirits Fair (10 Nov 2022)</i>
<i>Hong Kong Asian Film Festival (1-4 Nov 2022)</i>	<i>Wine and Dine Festival (1-30 Nov 2022)</i>
<i>Hong Kong Bridal Fair and Wedding Expo (5-7 Nov 2022)</i>	<i>Hong Kong International Literary Festival (5-15 Nov 2022)</i>
<i>Hong Kong Food Carnival Fair (7 Nov 2022)</i>	<i>Swire Symphony Under The Stars (13 Nov 2022)</i>
<i>Steelcase Dragon Run (13 Nov 2022)</i>	<i>Rainbow Market (13 Nov 2022)</i>
<i>Spartan Race Sprint (20-21 Nov 2022)</i>	<i>Pride Run (27 Nov 2022)</i>

How about Live Music!!! To commemorate Late Vincent Connors, "Basic Lawyers" performing classic & modern rock at the Wanch on 4 Nov 2022.



After all,
tomorrow
is another
Day



7. Q&A



Thank you for your participation

The information contained herein is for general guidance only and should not be relied upon as, or treated as a substitute for, specific advice. Deacons accepts no responsibility for any loss which may arise from reliance on any of the information contained in these materials. No representation or warranty, express or implied, is given as to the accuracy, validity, timeliness or completeness of any such information. All proprietary rights in relation to the contents herein are hereby fully reserved.



Hong Kong's own world-class law firm

Whatever your business, we can help you get the advice you need.

Deacons is the largest full-service independent law firm in Hong Kong. We are also the longest established and since 1851 have been developing our unique culture, blending traditional client care with modern technology and working practices. Our integrity and dedication to the highest service standards is matched by our cosmopolitan attitude and commitment to innovation.

