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## Amrik Kandola

*“Your approach was exactly what was required. You had a real understanding of the case and the drivers for settlement. Given the personalities involved, it was hard work, but you kept the mediation process moving forward and we got the deal done – thank you” (Partner, law firm)*

*“Amrik's engaging and down to earth style makes him ideally suited to the role of Mediator. He will quickly establish a positive rapport with the parties and his natural energy and appetite for hard work will make sure that if a deal is there to be had, he will help the parties find it” (Head of Legal, UK Manufacturing Company)*

*“Amrik is praised by clients for having an extremely sharp legal mind”. He is commended for being “very good at picking at the key principles from masses of data” (Chambers Legal Directory)*

## Overview

Amrik Kandola has 30 years of experience in commercial dispute resolution. Working with clients ranging from SMEs to FTSE 100 companies, he has experience of scores of mediations across a wide range of commercial sectors. In private practice he was recognised year on year by Chambers and Legal 500 directories as a ‘Leading Lawyer’ for dispute resolution in the construction & engineering industry. He came out of private practice in October 2016 to become a full-time mediator. He mediates on a broad range of commercial and civil matters using his extensive commercial and construction disputes background to help parties reach commercial and pragmatic solutions. Amrik is down to earth, inquisitive, collaborative and proactive in style and he works hard to help the parties communicate, feel engaged and empowered to settle their dispute.

## Professional Background

Amrik spent over 25 years at Eversheds LLP. He built up a leading construction and engineering practice recognised as one of the best in the Midlands region and nationally. Amrik also headed up the firm’s utilities & infrastructure and water sector teams. He was an elected member of the Eversheds Global Board between 2011 and 2014. He was client relationship partner for many of the firm’s largest and most important client relationships, reflecting his ability to win the trust and confidence of clients, including:

- FTSE 100 listed Energy Infrastructure Company

- Several Water and Sewerage Undertakers
- FTSE 100 listed Residential Housing Developer
- A large Unitary Local Authority
- A large privately-owned Distribution Company
- Large Commercial Development and Building Contractor Company

Amrik was most noted in private practice for his work on high value, complex and/or business critical matters. As noted by Chambers Legal Directory, he possesses a sharp mind and is adept at picking up the key issues from complex data. Chambers consistently named Amrik as a 'Leading Individual'. Whilst having extensive experience of cases being litigated in the High Court and Court of Appeal, Arbitration hearings and Adjudication proceedings, Amrik was also very highly regarded by clients for his commercial and pragmatic approach leading to cases being resolved successfully through mediation and other forms of ADR. Amrik has extensive experience of mediation both in private practice and now as full-time Mediator.

Amrik has also conciliated cases several cases through the CEDR Conciliation Panel in the funeral services sector which highlights his flexibility and adaptability as a Mediator.

## Personal Style

Amrik has a proven ability to gain the confidence and trust of others as demonstrated by his significant client relationship roles in private practice. He has a down to earth and engaging approach which allows him to develop rapport quickly and effectively.

Amrik is a highly effective listener. He aims to create an environment where the parties feel comfortable to discuss and debate the issues of the case without being judgemental. If there are technical points or questions of law, Amrik is objectively inquisitive in exploring these with the parties. Where emotional and inter-personal issues are part of the background to a dispute, Amrik is naturally sensitive and empathetic.

Amrik will keep the parties proactively engaged throughout the mediation. He will manage pace to suit the parties needs and concerns.

Overall, Amrik is an energetic, enthusiastic and collaborative mediator who will work tirelessly with the parties to help them find a settlement for their dispute.

## Expertise

- Commercial Property (Industrial, Office and Retail) Development Banking & Finance
- Industrial, Mechanical & Electrical systems Commercial Contracts
- Rail/Highway/Airport infrastructure
- Water & Environmental
- Commercial Contract Disputes
- Pipelines and cabling
- Power Generation (Commercial & Infrastructure)
- Finance & Insolvency Disputes
- Sale of Goods and Services
- Residential property (individual and large-scale sites)
- Renewable Energy infrastructure
- Professional Negligence
- IT, Outsourcing, Manufacturing & Distribution
- Data Protection
- Housing, Landlord & Tenant



## Dispute Experience

*(neutral work in italics)*

### Commercial Property

**New Care Home Development:** acting as co-Mediator on a 3-party dispute relating to the development of new social care facilities under a framework contract between a local authority, the framework developer and building contractor. Significant delays and disruption arose during the programme for construction resulting in significant financial claims between the parties. Complex issues of law and contractual interpretation were in play and the parties were facing significant risks and costs if the matter had proceeded to a full arbitration hearing.

**Agency Fee Dispute:** acting as the Mediator on a dispute relating to agency fees for work carried out by a commercial agent to locate and negotiate terms for new office space for a commercial entity.

**Distribution Warehouse:** claim relating to the concrete floor installed at a large distribution warehouse. The key issue related to the way the concrete was poured in sections in combination with the installation of reinforced steel bars causing air pockets to be formed. Post completion, the floor began to deteriorate rapidly under use. Claims arose for defects in the design and/or construction of the floor slab. Substantial remedial works had to be undertaken causing significant loss of use of the warehouse and consequential loss and expense to the warehouse operator in excess of £5m.

**Technical College:** during the construction of a large extension to an existing facility new services pipework was installed. Post completion there was major flooding from leaking pipes. Claims for the negligent design, manufacture and installation of the services pipework ran into several £millions.

**Hotel Development:** A claim in relation to the specification of a brand-new hotel and whether the turnkey project met the requirements for a 4 Star classification. In various respects, including the size of rooms and quality of fixtures and fittings, the hotel fell below the requirements specified by the employer under the building contract. The dispute involved a detailed investigation of the employer's requirements and the extent to which the contractor's design satisfied those requirements.

**Hotel Development:** The redevelopment of a landmark building in central London into a hotel. Various claims including delay and disruption in completion, the imposition of liquidated damages for delay, the performance of the specialist M&E for hot water heating and maintaining levels of ambient temperature and defects correction. The project was backed by complex funding arrangements which also led to warranty claims under the funding agreements (£10m+).

**University Accommodation:** a claim about the specification of roofing materials at a University hall of residence (£5m+).

**New University Campus:** acting on a series of claims and disputes for defects, delays and disruption for the construction of a new city centre university campus. These works were time critical to meet the new academic year. The resulting financial claims ran into several £millions.

**London Department Store:** acting for a major retailer who was upgrading and refurbishing part of its premium retail space. Disputes arose as to the quality of the work undertaken including floor level issues and quality of materials used. Issues also arose around access for repairs whilst minimising disruption to ongoing retail operations. Remedial works had to be completed at night which increased the overall costs in dispute.

**Office new builds:** various cases involving the design, construction and completion of office developments in city centre locations. Issues include

- Delay and disruption
- Warranty claims during defects liability and after expiry of the defects period
- Landlord repair obligations versus tenant obligations to repair and maintain
- Sound proofing/attenuation claims



- Glazing issues including failure to achieve required standards for effective protection from terror attacks and bomb blast
- Curtain walling issues

**Mixed Use Development;** acting for the developer on a landmark redevelopment of a former industrial building into a mixed use (offices, retail, leisure and residential) development. Claims in relation to the design, construction and post completion maintenance of the development arose over several years. Claims related to the performance of the design team and contractors at various points over the life of the project giving rise to numerous adjudications, mediations and complex negotiations throughout (£10m+).

**Bond/Warranty Claims;** advising on claims relating to the calling on a warranty following the insolvency of a main contractor and arranging for the works to be completed by alternative contractors.

### Residential Property

**Renovation Project:** acting as the Mediator in relation to a complete residential renovation project which included the construction of a new garden roofed garage and associated external works. The extent to which the works met planning requirements and the need for revised planning consent to be obtained were key issues in the case as well as the financial disputes caused by quality issues generally and delays to the works (settled).

**Roofing Dispute:** acting as the Mediator in connection with a large new build property. The principal issues in dispute were the quality of roofing works carried out by the contractor and the extent to which the works required remedial action and payment claims from the contractor (settled).

**Flooring Dispute:** acting as the Mediator on a claim for defective flooring installed by a building contractor in a residential property extension project (settled).

**Basement Extension Project:** acting as Mediator on a claim for defective works, incomplete works and delays to a project to build a basement extension to a large property in a city location. (settled)

**Extension and Landscaping Project:** acting as the Mediator on a dispute relating to defective and incomplete buildings works and external landscaping works (settled)

**Subsidence (lateral):** a claim at a large residential development site caused by ground heave. Trial hole investigations revealed a failure to anti-heave protection which, if specified and installed correctly, would have prevented the foundation instability which was experienced at several properties at the site. The disputes which arose included claims against the original groundworks contractor but also claims from homeowners who had formed a class action group.

**Subsidence (vertical):** at a large residential development site foundation movement caused above ground cracking to houses. The movement was caused by rehydration of highly shrinkable clay soil following site clearance works which also included the removal of dense pockets of high-water demand trees and large shrubs. The matter required an analysis of the extent of compliance with NHBC standards and the extent to which the developer, contractor and design team had discharged their respective contractual obligations. In addition, several claims arose from the homeowners affected.

**Asbestos/Defects:** redevelopment of an old hospital site and claims relating to large amounts of asbestos encountered during the investigation works and subsequent defects in the refurbishment. Liability for the asbestos hinged on whether the asbestos ought to have been anticipated and costed for from the site information which was available pre-contract.

**Central London;** acting on claims related to the conversion of two high rise buildings into housing stock. Acting on claims in relation to water ingress, ongoing maintenance liability and defects correction liability. The claims related to the value of work carried out under a framework agreement. A large part of the claim was for loss and expense caused by additional work to repair leaks whereas the evidence provided did not back up the claims being presented. The developer client disputed the labour return information provided by the contractor resulting in a £multi-million final account claim.



## Complex M&E Installations

**Chemical installation:** claim related to the failure to reach specific performance standards at a large chemical plant resulting in claims for liquidated damages and defect correction (£10m+).

**Teaching facility:** defect and delay/disruption claims relating to the installation of a faulty BMS system. The defects adversely impacted the quality of the teaching environment for students and the negative publicity was affecting ongoing student enrolment. Access for repairs had to be carefully managed to minimise disruption to ongoing daily use of the teaching facilities. The contractor brought claims for costs (loss and expense) caused by additional work to bring the BMS into balance due to incorrect operation/use whereas the employer argued the problems were caused by defects in the original design and installation of the BMS system. There were other claims for defects and delay. The contractor argued that it had been unduly delayed by late/incomplete information from the employer university whereas the employer had levied substantial liquidated damages for late completion caused by contractor delay.

## Power Generation/Supply Plant

**Combined Cycle Power Plant (CCHG):** £multi-million claims relating to the construction of a new power plant and delay/disruption claims and the imposition of very substantial liquidated damages. The contractor client was arguing that its work was unduly delayed by interference from the employer and other trades. This resulted in substantial delays to the construction of its part of the works and therefore the project overall. The employer sought to recover substantial delay related costs from the contractor (£20m+).

**Power Plant:** the installation of several HRSG stacks required hundreds of metres of lagged pipework to be installed to an agreed specification. Claims from a subcontractor arose due to impeded access to complete the works on time. The quality of lagging material and consequential defect correction gave rise to claims for delay and additional disruption. The question arose whether the precise product supplied by the subcontractor achieved the performance standards stipulated under the contract (£multi-millions).

**Energy Terminal:** a complex and high value dispute relating to the installation of new infrastructure to transfer excess heat from an adjacent power plant to a neighbouring LNG facility. Complex claims arose in respect of the design, construction and delivery of the works leading to large claims for additional costs and delays to the works. Related commercial claims arose with third party customers when the deadline for commissioning of the works was not met.

## Renewable Energy

**Wind Turbine (on shore):** claim for payment of fees for the design and development of 5 wind turbines across various sites. Disputes arose as to the calculation of fees related to the future development/disposal value of the turbine assets. A complex model was specified in the contract to calculate the fee payable but because the model was incomplete, claims arose as to what additional factors should be used to produce a proper and fair valuation for the turbine assets.

**Wind Turbines (offshore):** claims related to the design, construction and installation of offshore windfarms. Final account and delay/disruption claims. Claims related to the late delivery of plant and equipment and shipper disputes.

**Wind Turbines:** defect claims including failure to achieve specified performance standards and quality defects in the construction/installation of turbines.

**Biomass Project:** advising on a dispute in relate to a waste to energy plant. Claims related to the design and construction of the facility (delay and disruption) and its ability to achieve the performance standards specified in the contract documents.

## Pipelines & Cabling



**High Pressure Gas pipeline:** a very high value claim related to the design, construction and commissioning of a 75-mile high pressure gas pipeline. This was a complex project requiring the pipeline to traverse varied terrain including rivers, bridges, roads and miles of rural landscape. Claims arose throughout the project relating to unexpected ground conditions, delays caused by weather events, land access issues and defect correction. At the end of the project there were delay and disruption claims from the contractor whereas the employer client sought recover of very substantial liquidated damages for delay and assurances that defects would be resolved to enable the pipeline to be finally commissioned and operated (£30m+).

**Gas Pipeline fracture claim:** this claim arose from a high-pressure pipeline which failed under commissioning testing whilst using liquid nitrogen as part of the commissioning process. The resulting HSE investigation resulted in further delays to the project. The cause of the commissioning failure became the subject of a protracted dispute with very substantial claims for delay and disruption.

**Framework Agreements:** advising on claims arising from works carried out under a framework contract; in particular, how pain/gain share mechanisms in the NEC contract should be operated to determine the balancing payments due between the employer and the contractor.

**Pipe renewal/relocation:** a local authority was upgrading housing stock and part of the works involved renewing/relocation gas pipes serving the properties. Claims arose when the pipes were found to be leaking and whether the pipes were already in disrepair or whether the leaks were caused by negligence in the works to remove/re locate pipes. Regulatory rules on the right to work on the distribution pipe network had to be considered.

**Broadband Cabling:** acting for a contractor specialising in the installation of broadband cabling/fibre installation in highways and claims relating to the delay and disruption to roll out works.

**Defects:** acting on claims in relation to defects subsequently discovered in the installation of cable/fibre. One aspect of the claim related to the quality of construction of access manholes to the installed network with many installations being affected across a specific region of the UK.

**Payment Claim:** a dispute as to the basis of payment for works under a long-term cabling agreement which included trigger dates when rates were to be increased over the lifetime of the contract. The claim involved issues of late payment liability and whether rates were the subject of upwards revisions based on published rates of inflation.

## Transport

**By-Pass Project:** *acting as the Mediator in a civil engineering project for a new by-pass. Disputes arose relating to the classification of waste material excavated and its subsequent disposal off-site. The resulting payments disputes were valued at circa £300k (settled).*

**Airport Developments:** claims relating to works to create new retail space and landside passenger facilities at a major UK airport.

**Baggage Hall:** advising on claims related to the design, construction and commissioning of a new baggage handling hall at a major UK airport. The late delivery of baggage screening equipment had delayed the project, and this put at risk the airports ability to meet its capacity obligations in the run up to a busy holiday period of activity.

**Airport Terminal Extension:** claims related to the construction of a new terminal building including the installation of plant and machinery for passenger boarding bridges.

**Airfield Resurfacing:** advising on claims relating to the design and construction of airfield infrastructure works. This included claims for delay and disruption and the imposition of liquidated damages. Ground conditions were a major issue caused by periods of very heavy rain and whether the periods triggered the weather clauses in the NEC contract which governed the works. Claims also arose in relation to the access issues required to the runway and how ongoing airport operations would be affected. A detailed understanding of the regulatory requirements governing airfield works, safety and runway performance



requirements was key to the dispute. Complex and high value claims arose on to the extent to which the parties had discharged their respective obligations under the contract.

**Airport highway infrastructure works:** claim relating to the construction of new stands and associated earthworks. Issues included how excavated materials should be dealt with (i.e. reused on site subject to specific performance parameters or disposed off-site). Claims related to the delay and disruption of the civil works and the costs of reuse/disposal of excavated materials. Unforeseen ground conditions, weather events and the performance capacity of the access road connecting the new stands area to the main terminal building were other key areas of dispute.

**Overground Station Redevelopment:** claims relating to the upgrading of stations and defects leading to the temporary closure of passenger services due to post completion defects.

**Underground:** advising on delay and disruption claims regarding on-going maintenance works of part of the underground system in central London.

**Local Authority Highway works:** advising a local authority on claims relating to the design and construction of a highway extension.

**Bridge Defects:** renovation work to a bridge in a city centre location led to large claims for delay and financial compensation

### Water/Environmental

**Sewer Requisitioning:** acting in claim relating to the request from a developer to a water utility to provide connection services for new sewers for a housing development. Disputes arose as to how the costs for providing the works should be calculated and where the connections points should be.

**Water Infrastructure:** acting in various claims for the design, construction and commissioning of infrastructure works for the water network including e.g. sewage treatment works, pumping stations and water pipelines.

**Pollution:** compensation claims arising from illegal discharge into a water resource

### Housing and Landlord/Tenant

**Rent Arrears Dispute:** *acting as Mediator on a claim by a Landlord for rent arrears on a commercial property and financial claims arising out of forfeiture proceedings (settled)*

#### Defects claims (by reference to NHBC standards and/or development specific standards):

- Failure to install damp proof course/membrane causing a cold bridge to form leading to damp and mould
- Roof defects – claims relating to incorrect tile specification
- Window installation defects
- Leaching brickwork
- Physical discolouration and/or cracking to external brickwork/internal walls
- Sound proofing claims at apartment developments
- Noisy pipework
- Construction/snagging defect claims generally
- Distress & Inconvenience
- Alternative Accommodation claims

### Dilapidation Claims

### Finance and Insolvency



**Personal Guarantee:** *a claim for enforcement against multiple co-guarantors after failure to obtain refinancing. Issues arose as to the terms of the guarantee and the extent to which the bank had conducted enough due diligence on the personal circumstances of the guarantors (settled).*

**Performance Bonds:** various claims to enforce the terms of bonds following the insolvency of main contractors and/or other parties.

### Professional negligence

*Mediating a claim against an **architect** alleging negligent advice in the selection, appointment, and subsequent project management of a building contractor for the design and construction of a new build residential property (settled).*

*Mediating a claim for alleged negligence in the provision of **legal advice** leading to non-payment of fees and associated cross claims.*

A claim against a **solicitor** for failing to advise on the terms of enforceability of a clause for Liquidated Damages to be recoverable in the event of delay to a building project. In particular, the need for the damages specified to be a genuine pre-estimate of loss and the adequacy of steps taken with the client to determine this

A claim against a **civil engineer** for the negligent design of foundations and failure to provide for measures to prevent risk of foundation movement

A claim against a **civil engineer** for the negligent design of foundations and failing to take account of the effect of removal of trees on the performance of the foundations.

A claim against an **architect** for the negligent design of a hotel and failure to achieve a 4-star accreditation

A claim against a **quantity surveyor** for failing to properly project the costs of a development and over valuation of interim payments to contractors.

A claim against a **structural engineer** for failing to specify the correct structural requirements at a warehouse facility.

A claim against a **civil engineer** for failing to design and project manage the construction of a high-pressure gas pipeline project.

A claim against a **project manager** for the inadequate project management of a university campus redevelopment including the failure to ensure that systems were commissioned and tested on time and to the correct standards.

A claim against an **architect** relating to the design and project management of the redevelopment of a large and high value residential property leading to large cost overruns. The claim also involved issues caused by the insolvency of the contractor during the works.

### IT/Manufacturing/Distribution

**Manufacturing Machinery/Production Line:** *acting as Mediator on a claim relating to a newly supplied and installed manufacturing production line. The contract required the production line to complete a manufacturing process within a certain timescale to achieve a specific set of quality and production capacity KPIs. A dispute arose as to the extent to which these KPIs could be met and the costs of carrying out remedial work to achieve compliance (£3m+) (settled)*

**Product Supply Agreement:** *acting as the Mediator on a dispute concerning an agreement for the supply of specialist products and the extent to which minimum purchase thresholds had been achieved over the term of the agreement.*

**Financial Services outsourcing:** *acting as the Mediator on a dispute in respect of outsourced financial management services including billing, timesheet and credit control functions and the extent to which the parties met their respective obligations and liability for errors and service failures (settled).*





**IT Outsourcing Agreement:** a claim for the negligent performance of IT services under an outsourcing agreement.

**Distribution Warehouse:** a claim arose at a new £multi-million site in which complex IT systems and software were designed and installed for automated picking processes. The software did not achieve the accuracy and speeds stipulated in the performance standards under the contract leading to substantial cost overruns and compensation claims.

**Manufacturing Machinery:** a claim relating to a newly supplied and installed manufacturing production line. The contract required the production line to complete a manufacturing process within a certain timescale to achieve a specific set of quality and production capacity KPIs. A dispute arose as to the extent to which these KPIs could be met and the costs of carrying out remedial work to achieve compliance (£3m+)

#### Data Protection

**Breach of Privacy:** Mediator on a claim brought by a party against a public entity for unauthorised disclosure of confidential data and consequential claim for damages and restitution (settled).

## Feedback – Parties & Others

*“Your approach was exactly what was required. You had a real understanding of the case and the drivers for settlement. Given the personalities involved, it was hard work, but you kept the mediation process moving forward and we got the deal done – thank you” (Partner, law firm)*

*“Thank you for your help in reaching a settlement on this matter. We are happy to recommend you and will look to use you again in future mediations” (Senior Associate, law firm)*

*“Thank you for your hard work. The case involved complex issues and the clients were impressed by your ability to understand the technicalities of the case and the way you reality tested. Your communication was clear and concise, which was important as English was not the first language of the clients. I would have no hesitation recommending you” (Partner, large law firm)*

*“Amrik's engaging and down to earth style makes him ideally suited to the role of Mediator. He will quickly establish a positive rapport with the parties and his natural energy and appetite for hard work will make sure that if a deal is there to be had, he will help the parties find it” (Head of Legal, UK Manufacturing Company)*

*“Amrik is a key partner in the team on contentious matters. Amrik is praised by clients for having an extremely sharp legal mind”. He is commended for being “very good at picking at the key principles from matters of data” (Chambers Legal Directory 2014)*

*“I am delighted that Amrik is now working as a Mediator. As a colleague who has known and worked with Amrik for over 23 years I can say with confidence that his skill set is ideally suited to the role of a Mediator. Amrik has excellent technical skills and is an outstanding communicator. He also has first-class analytical skills, which enable him to get to the heart of complex matters and to focus on identifying the optimum solution for his clients. A commitment to excellent client service was always at the heart of Amrik's approach, together with a focus on teamwork and recognising the contribution of others. I have no absolutely no doubt that these skills, coupled with Amrik's facilitative and collaborative ethos will ensure that he is a highly successful and sought after Mediator.” (Partner, Law firm)*

*“As our client partner for a decade, we developed a working relationship with Amrik based on mutual trust and confidence. He went out of his way to get to know us – not just me as GC or the senior leadership, also the lawyers across the wider team and support staff as well. Amrik knew that understanding our aims and challenges as a business was vital if his team was going to be able to deliver the right service for us. He spent a lot of time talking to us and his ability to listen and then help us come up with ideas for how we could do things better was unique. Another reason why we respected Amrik was*



Better conflicts, Better outcomes, Better world

*because he was never afraid to challenge us. These characteristics will be an asset to his future work as a Mediator.” (General Counsel, FTSE 100 Company)*

*“In my early career I worked with Amrik on a number of mediations. I was impressed by how Amrik managed the clients through the mediation process and how he was able to work positively with the other side and the Mediator. I remember one such case where relationship between the parties was very fractious but Amrik’s calm and collaborative style kept the parties focussed on the overall aim of the Mediation - and of course the case settled.” (former colleague and now General Counsel, Construction/Engineering Firm)*

*“Can I thank you for your understanding with how you dealt with this very sensitive matter and for helping us to bring it to a close” (Party, funeral conciliation matter)*

