

# FIDIC 2017 – A Practical Legal Guide (as published on website September 2022)

Written by International Construction Team

## Errata

<u>Page</u>	<u>Corrigenda</u>		
146	For provisions referring to sub-clause 3.7, see sub clauses 1.1.29, 1.1.57,	577	Clause 21 of the FIDIC Emerald Book 2019 does not differ from clause 21 of the FIDIC Yellow Book 2017.
148	Clause 3 of the FIDIC Emerald Book 2019 ...	614	Notice 7. Notice should be given by <b>Engineer</b> (not Employer) - per commentary on pages 124-125. Copied to <b>Employer</b> (not Engineer).
348	Footnote 1: FIDIC's Emerald Book 2019 ...	615	Notice 8. Notice should be given by <b>Engineer</b> (not Employer)- per commentary on pages 124-125. Copied to <b>Employer</b> (not Engineer).
353	Delete sentence "There is a discussion under Sub-Clause 17.6 of its implications."	616	Notice 9. The origin of this notice should read 3.3 (not 3.4). The title of the sub-clause should read The <b>Engineer's Representative</b> (not Delegation by the Engineer). The first line of the Notice should read 'This Notice is made pursuant to Sub-Clause 3.3 [The <b>Engineer's Representative</b> ] of the General Conditions'.
364	It should be noted that sub-clause 1.15 of the Contract limits liability....	624	Notice 21. Title should read <b>Engineer</b> (not Party) - per commentary on page 144.
374	In the FIDIC 2017 suite, the Engineer must state only what is wrong, <b>the relevant contractual clause</b> , and by when it must be fixed; ...	624	Notice 22. Title should read <b>Engineer</b> (not Party).
381	The right to terminate if the Contractor assigns or subcontracts the Contract without the Employer's agreement, reflects the fact that this would be a breach of sub-clauses 1.7 [Assignment] or 4.4 [Subcontractors].	625	Notice 23. Title should read <b>Engineer</b> (not Party) - per commentary on page 145.
391	However, it is an important provision in light of the Court of Appeal decision <del>in the Court of Appeal</del> in Triple Point Technology v PTT.	628	Notice 27. Title should read <b>Contractor</b> (not Engineer).
398	Clause 15 of the FIDIC Emerald Book 2019 does not differ from clause 15 of the FIDIC Yellow Book 2017.	Index	FIDIC Emerald Book 2019
418	Clause 16 of the FIDIC Emerald Book 2019 does not differ from clause 16 of the FIDIC Yellow Book 2017.		
525	Delete footnote 1.		
544	It reasserts the non-mandatory nature of the dispute avoidance provisions in subclause 21.3.		

