



# Virtual 2 Day Course on 100 Common Problems of Construction Contracts

BEM Approved CPD/PDP Hours: Applying

Ref. No.: Applying

**Speaker : Ir. Lai Sze Ching**

~~29 - 30 April 2025~~ Rescheduled to

**Date : 17 - 18 June 2025  
(Tuesday & Wednesday)**

**Time : 9.00am - 5.30pm**

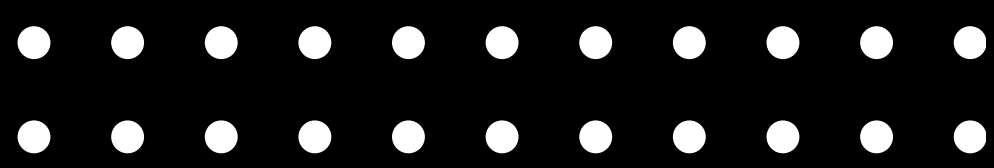
**Platform : Zoom**

**CLOSING DATE : 25 April 2025**

	<b>ONLINE</b> (Log-in for registration & payment: <a href="http://www.myiem.org.my/member/login.aspx">www.myiem.org.my/member/login.aspx</a> )	<b>NORMAL FEE (RM)</b> (By fax & email) Payment by cash, credit card and bank-in
IEM Student Member	125.00	240.00
IEM Graduate Member	250.00	300.00
IEM Corporate Member	400.00	450.00
Non-IEM Member	960.00	1020.00

**ORGANISED BY PROJECT MANAGEMENT TECHNICAL DIVISION, IEM**





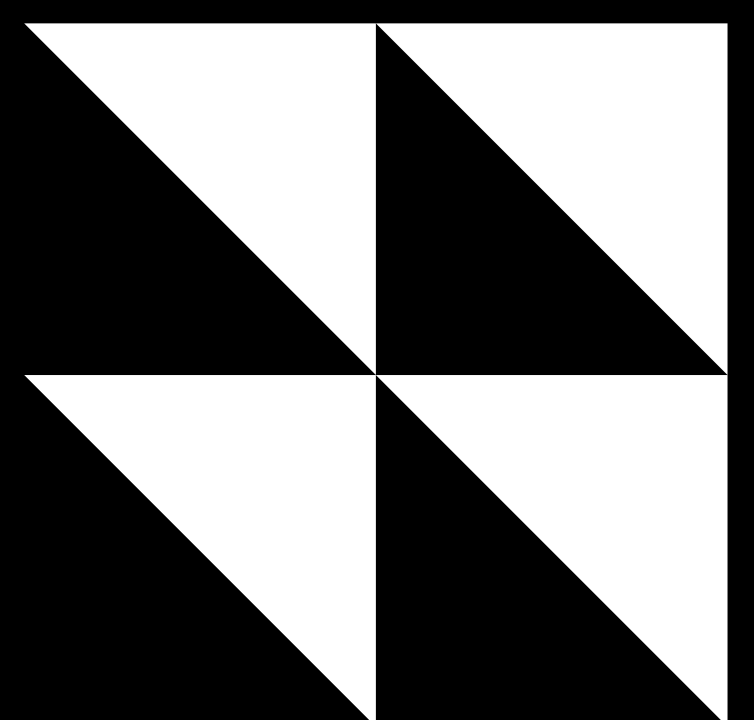
## Overview

Disputes between contractor and the client are all too common in construction contracts. To certain extent, it is said that disputes are inevitable in construction projects which predominantly arise from the complexity and magnitude of the works involved, multiple contracting parties, poorly prepared and executed contract documents, financial issues and communication problems. Any one of these factors could lead to time overrun, increased costs, and a breakdown in the parties' common objective to complete the project.

Problems arising from construction contracts could be attributable to multiple parties involved in the construction works for example the Contractor, Employer, Consultant, Architect, Nominated Sub-contractor, third party contractor etc. The common problems that the Employers and Contractors encounter in the course of their work are numerous, such as:

- What are the common breaches of Employers and Contractors?
- Does letter of intent bind the parties, and if so, under what conditions?
- What are the liabilities of an Engineer or Architect as far as design is concerned under a conventional contract and a Design and Build contract?
- Is Employer bound by the information and data provided in tender document?
- What does it mean by progressing the work regularly and diligently? Is the extension of time clause for the benefit of the Employer or Contractor?
- Does the Employer need to prove his actual loss in order to impose liquidated damages?
- Can the calling of a non-demand performance bond be stopped by the Contractor?
- How long will the Engineers and Architects be liable for their design work? Can a contractor suspend the work due to non payment?
- What are the issues need to be taken note of in an adjudication proceeding?

This seminar will provide a detailed analysis to the above problems and their related issues.



# COURSE SCHEDULE & OUTLINE

TIME	DAY 1	DAY 2
0900 - 1045	<ul style="list-style-type: none"><li>• The Nature of Construction Contracts</li><li>• Common Breaches</li></ul>	<ul style="list-style-type: none"><li>• Extension of Time</li><li>• Programme of Work</li></ul>
1045 - 1100	Break	Break
1100 - 1300	<ul style="list-style-type: none"><li>• Design</li><li>• Tender</li><li>• Contractor's Obligations</li></ul>	<ul style="list-style-type: none"><li>• Performance Bonds</li></ul>
1300 - 1400	Break	Break
1400 - 1530	<ul style="list-style-type: none"><li>• Employer's Duties</li><li>• Letters of Intent</li></ul>	<ul style="list-style-type: none"><li>• Liquidated Damages</li></ul>
1530 - 1545	Break	Break
1545 - 1700	<ul style="list-style-type: none"><li>• Completion of Projects</li><li>• Time for completion</li></ul>	<ul style="list-style-type: none"><li>• Payment</li><li>• Adjudication</li></ul>

## Who Could Benefit From The Course

- Project Directors
- Contract Managers / Executives
- Project Managers / Engineers
- Project Architects
- Site Managers / Site Agents
- Quantity Surveyors
- Site supervisors
- Developers
- Contractors and sub-contractors

## **SPEAKER'S PROFILE**

**Ir. LAI SZE CHING**, graduated as a Mechanical Engineer from the University of Malaya. He also holds LL.B degree from University of London and LL.M from University of Malaya, majoring in Construction Law, Alternative Dispute Resolution, Arbitration Law, Remedy and Civil Procedure. In addition, he also holds a Certificate of Legal Practice from Qualifying Board of Malaysia and Diploma in International Commercial Arbitration (Clarb UK). Ir Lai is a Fellow Member of Chartered Institute of Arbitrators (UK), Malaysian Society of Adjudicators, Malaysia Institute of Arbitrators (MIarb) and Asian Institute of Alternative Dispute Resolution (AiADR). He is also a Fellow Member of the Institution of Engineers, Malaysia (IEM) and Honourable Fellow Member of Asean Federation of Engineering Organisation (AFEO).

**Ir. Lai** has more than 30 years working experience in the field of construction, property development and contractual claims. He is currently the Managing partner of an Adjudication & Arbitration Chamber and the Managing Director of a consulting firm specialised in project management. He has authored many articles on ADR, Arbitration and Construction Law and had conducted talks on ADR, Law for Engineers and on Construction Law to local companies and Universities.

Being an accreditator of Engineering Accreditation Council Malaysia, he is also actively involved in the accreditation of local engineering programmes. Ir. Lai has also been appointed as the Student Ambassador for the External Law Programme of University of London. He is currently empanelled as Arbitrator, Mediator and Adjudicator in the panel of Asian International Arbitration Centre, Malaysia (AIAC). He is also empanelled as Adjudicator and Arbitrator in the panel of AiADR and as Arbitrator in the panel of MIarb and IEM.

### **Cancellation Policy**

No cancellation will be accepted prior to the date of the event. However, replacement or substitute may be made at any time with 7 days prior notification and substitute will be charged according to membership status.

### **Personal Data Protection Act**

I have read and understood the IEM's Personal Data Protection Notice published on IEM's website at <http://www.myiem.org.my> and I agree to IEM's use and processing of my personal data as set out in the said notice.

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REGISTRATION FORM

Virtual 2 Day Course on  
100 Common Problems of Construction Contracts  
Closing Date : 13 June 2025

No	Name(s)	Membership No.	Grade	Fee (RM)
SUB TOTAL				
+ 8% SST				
TOTAL PAYABLE				

PAYMENT DETAILS :

- ☐ Cash RM\_\_\_\_\_
- ☐ Cheque no.\_\_\_\_\_for the amount of RM\_\_\_\_\_(non-refundable) .

**FULL PAYMENT must be settled before commencement of the course**, otherwise participants will not be allowed to enter the hall. If a place is reserved and the intended participant fails to attend the course, the fee is to be settled in full. If the participant failed to attend the course, the fee paid is non refundable. The Registration Fee includes lecture notes, refreshment and lunch.

For **ONLINE REGISTRATIONS**, please note that payment **MUST** be made **BEFORE the closing date**. If payment is not received within the stipulated time, the registration fee will be reverted to the normal registration fee.

Contact Person: \_\_\_\_\_Designation:\_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_(O) \_\_\_\_\_(Fax No.)

\_\_\_\_\_ (H) \_\_\_\_\_(HP)

Email : \_\_\_\_\_

\_\_\_\_\_  
Signature & Stamp

\_\_\_\_\_  
Date