



Forty-Eight (48) Common Problems in Construction Contracts in Malaysia and Proposed Solutions

**29TH MARCH 2017
DORSETT
KUALA LUMPUR**

Conducted By Distinguished Speaker:

MR. EUGENE TAN, Lawyer, LL.B (Hons) More than 18 years experience in the construction sector.

Outline:

I. Battle of Forms

1. At what stage is the contract form?
2. What happens if the project is completed and the contract is not yet signed?

II. Liquidated and Ascertained Damages (LAD)

1. Are Liquidated and Ascertained Damages clauses enforceable in Malaysia?
2. Must damages be proved?
3. Is a Certificate of Non-Completion a condition precedent for Liquidated and Ascertained Damages.
4. What are the main advantages of having LAD?

III. Delays and Granting of Extensions of Time

1. Does the Contractor forfeit his right to extension of time if he fails to give notice?
2. If the Architect is aware of circumstances which entitle the Contractor to Extension of time and the Contractor did not apply, is the Architect obliged to give extension of time?

3. Who owns the Float?
4. Is there a fixed method for calculating extension of time?
5. Is the Architect allowed to give extensive of time if not specifically listed in the contract?
6. What is the meaning of time-at-large and its implications?

IV. Liability and Responsibility

1. Is there any difference in the liability and responsibility of the Contractor in a typical lump-sum contract as opposed to a design and built contract?
2. What is the liability of the Architect in the performance of his duties?
3. Is the main contractor responsible for the faults and defaults of the nominated sub-contractor?

V. Payments

1. Is the paid when paid clause valid?
2. Can the Contractor go slow for late payments?
3. Is late payment a ground for termination?
4. Is there a pre-eminence mode for computation of overhead expenses?

5. Can the Contractor claim for work done pursuant to a tender in which the contract was not awarded to him?

VI. Variations

1. Are all variations permissible?
2. Can the Architect give instructions on variations which focus on low Bill of Quantities portions?

VII. Soil Conditions

1. Who is responsible for the unforeseen soil conditions?
2. Who is responsible for situations as regards the soil condition?
3. If a soil survey is provided by the Employer who stipulates that he is not responsible for the accuracy and reliability of the survey, is the Employer absolved of responsibility?

VIII. Work Programmes

1. Who has the ultimate say over the Work Programme?
2. Is the architect entitled to a copy of the Work Programme?

IX. Others

REGISTRATION FORM

REF: MAR1748CC

Early Birds: Registration by 27th February 2017: RM888.00 per person
Group Discount (Two or more persons from same organization) – RM950.00 per person
Regular Fee – RM1000.00 per person *(The above fees are inclusive of lunch / tea-breaks / valuable seminar materials & certificate)*

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