

Seminar on

Practical Construction Law for Practitioners

25 Nov 2016 (Friday) | 9:30 am to 5:45 pm

Bayview Georgetown Hotel
Farquhar Street
10200 Penang



This one-day seminar will include a comprehensive review of some of the more practical aspects of construction law, including the much-talked about Construction Industry Payment and Adjudication Act 2012 ("CIPAA"). It will focus on particular topics of interest and, after setting out some general principles, will seek to answer some common questions and problems which arise. A glimpse of these topics and some of the questions and problems is provided below. Attendees are encouraged to bring along your own questions, which will be answered throughout the seminar.

Speakers

- (1) Kuhendran Thanapalasingam
- (2) Lim Hock Siang
- (3) Chan Kheng Hoe
- (4) Aniz Ahmad Amirudin
- (5) Irwin Lo Chi Vui
- (6) Wallace Wong Hur Shiaw
- (7) Nadesh Ganabaskaran

Tentative Programme:

Panel A: 9:30 am to 12 noon

(1) Tenders

- How much reliance can tenderers place on information given to them during the tender, such as soil investigation reports, tender clarifications and answers to questionnaires?
- Can a tenderer or employer withdraw from a tender?
- Can I start the works with merely a letter of intent, or do I need to have a signed letter of award or contract?

(2) Variations

- Can the contractor make claims without written instructions?
- What happens if the contract procedures for variations are not complied with?
- Can the contractor claim loss of profits for omitted works?
- Can the employer omit a substantial portion of the works as part of a variation order?
- Can the employer engage a third party to carry out the omitted works?
- What happens if the variation goes beyond the scope of the contract?
- Must variation works follow the contract rates?

(3) Performance Bonds

- Is unconscionable conduct a ground to restrain payment under a performance bond?
- If so, what situations amount to unconscionable conduct?
- Which situations do not amount to unconscionable conduct?

(4) Termination

- Can the contractor terminate the main contract even if there is no termination clause?
- Can the contractor get an injunction restraining the employer from terminating?
- When must the call on the bond be made – before or after termination?
- Under what circumstances can a contractor prevent a call on the performance bond?

Q&A: 12 noon to 12:45 pm

Registration Fees (Inclusive of 6% GST)

Members of the Bar	RM212
Members Admitted from 1 July 2011	RM106
Law Students and Pupils in Chambers	RM106
Non-Members	RM318

CPD Code: T3/25112016/BC/BC161251/6

Registration for the event will begin at 9:00 am

Lunch: 12:45 pm to 2:30 pm

Panel B: 2:30 pm to 5:00 pm

(1) Time

- Does the programme form part of the contract?
- Who owns the float in a programme?
- How do you deal with concurrent delays in terms of extension of time / loss and expense?
- Does an entitlement to extension of time mean entitlement to loss and expense?
- Will a contractor lose an entitlement to extension of time / loss and expense if notice requirements in contract are not met?
- What is a reasonable time to respond to applications for extension of time / loss and expense? Can extensions of time / loss and expense be decided after the expiry of original completion or after practical completion?
- Can time be shortened due to omission of works?
- In what circumstances will the employer lose a right to liquidated damages?
- Is there any alternative to extensions of time when works are delayed?

(2) Payments

- Must retention monies be placed in separate accounts?
- Can a subcontract provide that payment will not be made until the contractor receives payment from the employer?
- Can a contractor suspend, go slow or terminate if payment is not made?
- What is the difference between interim, penultimate and final certificates?
- Can a sum that was previously certified be revised?
- Can a subcontractor claim direct payment from the employer?

(3) Adjudication

- Review of the adjudication process, from payment claim up to decision
- Is adjudication limited to payment issues only?
- Effect of CIPAA on back-to-back payment arrangements and default payment provisions
- Can a party ignore the adjudication if the adjudicator has no jurisdiction?
- What are the options available to a winning party?
- Can the losing party have the decision stayed or set aside?
- Can the respondent claim a set-off by reason of delay damages?

Q&A: 5:00 pm to 5:45 pm



Jointly organised by
Bar Council and Penang Bar Committee
15 Leboh Pasar Besar
50050 Kuala Lumpur
Tel: 03-2050 2050

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I would like to register for the event (all fields must be completed):

Name: _____

Member of the Bar Pupil Law Student Non-Member
(Tick where applicable)

Membership No (for Members of the Bar only): _____

NRIC No (Pupils / Law Students / Non-Members): _____

Email: _____

Name of Firm / Organisation: _____

Preferred Name for GST Tax Invoice: _____

GST Registration No: _____

Address: _____

Tel: _____ Fax: _____

Signature: _____ Date: _____

The personal information that you provide to the Bar Council, whether now or in the future, may be used, recorded, stored, disclosed or otherwise processed by or on behalf of the Bar Council for the purposes of facilitation and organisation of this event, research and audit, and maintenance of a participant database for the promotion of this event, and such ancillary services as may be relevant.

Payment options:

- (1) Direct deposit to Public Bank Berhad (Account No: 3060545211; SWIFT CODE: PBBEMYKL); or
- (2) Cheque or bank draft, payable to "Penang Bar Committee"; or
- (3) Cash payment, at the Penang Bar Secretariat

All payments must be made in advance of the event, and include all bank charges. Registration will be confirmed once proof of payment is provided by email or fax, and full payment is received.

Places are limited and registration is on a first-come, first-served basis.

Cancellations must be made in writing. There will be no refunds for cancellations made after **18 Nov 2016 (Friday)** but substitutions are allowed. The organiser reserves the right to modify, cancel or postpone the event, should circumstances arise that make such action necessary, whereupon all registration fees paid will be refunded.

- (1) No recording of the event is permitted via any means at any time.
- (2) No part of the event content may be used/reproduced in any form without the written and explicit consent of the Bar Council and speaker(s).

Points for the Continuing Professional Development ("CPD") Scheme will not be awarded to Members of the Bar and pupils in chambers who arrive more than 15 minutes late, are not present throughout the event, or leave before its scheduled end.

Please direct all correspondence (including completed registration forms and proof of payment) and enquiries to:

Penang Bar Committee
Leena Chandrabala

Tel: 04-263 5977 **Fax:** 04-264 5977
Email: secretariat@penangbar.org



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