



## JOINT COURSES ON ALTERNATIVE DISPUTE RESOLUTION FOR PRACTITIONERS COLLABORATION BETWEEN IEM, MIArb, PAM AND RISM

BEM Approved  
CPD/PDP Hours:-  
14.0  
IEM18/HQ/285/C  
&  
BQSM Approved  
6 Points

Date & Time : **31 July 2019 & 1 August 2019 (Wednesday & Thursday) from 8.30 am – 5.30pm**  
 Venue : **C & S & TUS Rooms, 2<sup>nd</sup> Floor, Wisma IEM, Petaling Jaya, Selangor**  
 Co-organisers : **Pertubuhan Akitek Malaysia \* Malaysian Institute of Arbitrators \* Royal Institution of Surveyors, Malaysia \* The Institution of Engineers, Malaysia (DARP Subcommittee)**

Curious about ADR or simply want a refresher? Look no further. Join us for our 2-day intensive course on the practical aspects of construction law, arbitration, adjudication and expert witness. Our speakers and facilitators who are themselves construction law and/or ADR practitioners will draw from and share with you their wealth of knowledge and experience viewed from a practical and real-world perspective.

### SYNOPSIS AND BIODATA OF SPEAKERS

**Day 1 (Morning): Common Issues on Construction Contract Management: Avoiding Disputes** - This is an intensive course on the topic of Common Issues in Construction Contracts: Avoiding Disputes meant as a refresher course for project personnel such as Architects, Engineers & Quantity Surveyors involved in claims assessment as well in the implementation of contracts.

**Ir. Leon Weng Seng** graduated with Bachelor degree in Civil Engineering in 1980 and went on to obtain an honours degree in law with the University of London and a postgraduate Diploma in Arbitration with the University of Reading. He is a corporate member of The IEM and a registered professional engineer and is an advocate and solicitor of the High Court of Malaya (non practising). Ir. Leon is the principal of a civil and structural engineering consultancy firm. He has vast experiences in the administration of construction contracts including giving advice on contractual, mediation, adjudication and arbitration matters. His other areas of particular interest are forensic engineering and investigation of collapsed structures and slopes, and assessment of fire damaged structures. He acts as expert witness in courts and arbitration. Ir. Leon is also a CIDB accredited mediator, Fellow and a Chartered Arbitrator of The Chartered Institute of Arbitrators in London and an Adjudicator of AIAC. He is a committee member of the Dispute Resolution Practice of the IEM and the past Chairman (2008–2010) of the Chartered Institute Arbitrators (CIArb) Malaysia Branch. He is sitting as arbitrator in many on-going arbitrations.

**Day 1 (Afternoon): Termination and Determination in construction contracts – difference and implications** –. One of the common issues and problems in the construction industry with serious implications on the project and the parties concern is termination of contract or determination of employment by the Employer or Contractor. The action of determination or termination almost always bring the contracting parties into arbitration or litigation. Despite the seriousness and grave implications, many players in the construction industry are ignorant, lacking understanding and appreciation of the difference between determination of employment and termination of contract. This paper serves to clarify and provides a better understanding for the Employers (and Consultants) and Contractors (including Sub-contractors) when exercising their rights contractually and/or at common law carefully and with caution when embarking on such drastic recourse or remedy under the contract. In exercising such rights, the ensuing damages or loss/expense claims need to be made and evaluated, accordingly.

**Sr Ong Hock Tek (“HT”)** is a Fellow of eight professional institutions, a well-qualified multi-disciplinary and specialist consultant, experienced in pre and post contract quantity surveying duties, commercial and contractual administration/management of various types of construction projects, gained from over 30 years of working experience with architectural practice, quantity surveyors, project managers, civil engineering and building contractors and specialist consultants. His specific experience and expertise include project and contracts management/administration, claims preparation /defense, risks and value management, specializing in alternative dispute resolution, particularly in advisory and support services, documentation and proceedings, as well as quantum expert services.

**Day 2 (Morning): Arbitration** - What is Arbitration? Is it any different from going to court? Find out about these and more at our session on arbitration where our speakers and facilitators will take you through the arbitration hearing and process as well as the role played by an expert witness.

**Ms. Hor Shirley** is an advocate and solicitor and is a Partner in the firm of Messrs Raja, Darryl & Loh. She is the former Vice President of The Malaysian Institute of Arbitrators. Her portfolio is on litigation and alternate dispute resolution, with a focus on construction and energy related disputes. Her experience includes advisory work, project documentation and formal dispute resolution. She has appeared as counsel in court, arbitration and adjudication proceedings and has been involved in superior and appellate court proceedings.

**Kevin Prakash** has an active practice in dispute resolution and had been involved in complex disputes in various forms since being called to the Malaysian Bar in 1998. He is regularly engaged in trial and appellate matters and as counsel in arbitration. He is experienced in diverse types of disputes including corporate and commercial disputes, contractual, civil and shipping disputes. His principal practise is in engineering and construction disputes and has represented a diverse set of clients including employers, main contractors and subcontractors. Kevin is a qualified adjudicator.

**Day 2 (Afternoon): Adjudication** - It is ironic that the construction industry, which depends on coordination, cooperation, and teamwork among various parties, should be the most problematic and adversarial. A dispute might arise at any point during the construction process as a result of differing expectations or misinterpretations of the contract documents, which leads frequently to unnecessary problems and delays. This seminar will explore adjudication as the new way of resolving construction disputes.

Topics covered will include: ●Essentials of CIPAA 2012 - Overview of the Act and its Purposes ●Practice and Procedure ●Common Challenges to Adjudication - Breach of natural justice. ●The ideal Adjudicator? ●Improving Adjudicators

**Ar. David Cheah** APAM, APPM, FCIArb is an Architect, Urban Planner, Adjudicator, Mediator and Chartered Arbitrator. He believes that due to the nature of construction and the multiplicity of players in the construction industry, it will be unavoidable for consultants to be involved with dispute resolution, in one way or another. Although the best form of dispute resolution is dispute avoidance, it's easier said than done.

## PROGRAMME

### (JOINT COURSE ON ALTERNATIVE DISPUTE RESOLUTION FOR PRACTITIONERS)

DAY 1 (31 July 2019)		DAY 2 (1 August 2019)	
0830-0900	Registration <b>Common Issues on Construction Contract Management: Avoiding Common Disputes – by IEM</b>	0830- 0900	Registration <b>Arbitration – by MIArb</b>
0900-1000	The Contract: How to use Standard Forms	0900- 1000	Introduction to Arbitration: Process of Handling Disputes
1000-1015	Tea Break	1000- 1015	Tea Break
1015-1130	Common Disputes in Constructions Contracts and Avoiding Disputes	1015- 1130	The Hearing Process, Procedure and Practice Managing the Expert Witness
1130-1230	Document Management	1130- 1230	Enforcing the Arbitral Award
1230-1330	Lunch	1230- 1330	Lunch
	<b>Termination and Determination in construction contracts – difference and implication – by RISM</b>		<b>Adjudication - by PAM</b>
1330- 1530	Determination vs Termination Determination of Employment by the Employer Determination of Contractor's Own Employment Termination of Contract	1330- 1430	Essentials of CIPAA 2012
		1430- 1545	Practice and Procedure
1530- 1545	Tea Break	1545- 1600	Tea Break
1545- 1730	Loss/Expense Claims & Evaluation Q&A	1600- 1730	Common Challenges to Adjudication The ideal Adjudicator?

#### **REGISTRATION FEES (SST is 6% effective from 1 June 2018)**

*(Inclusive of SST 6%, documentation, tea breaks and lunch)*

	Fee
IEM/MIArb/PAM/RISM Member	<b>RM 530.00</b>
Non-Member	<b>RM 636.00</b>

**CLOSING DATE FOR REGISTRATION: 30 July 2019**

**(Please fax the Registration Form at 03-7957 7678 or email to [rahanum@iem.org.my](mailto:rahanum@iem.org.my))**

#### **REGISTRATION FORM**

Names	M'ship No & Grade	H/P number	E-mail	Amount (RM)
<b>TOTAL AMOUNT PAYABLE (RM):</b> .....			Total	
Payable				

#### **PAYMENT DETAILS**

Enclosed herewith a cheque No. : \_\_\_\_\_ for the sum of RM \_\_\_\_\_ issued in favour of "**The Institution of Engineers, Malaysia**" and crossed 'A/C Payee Only'. I/We understand that the fee is not refundable if I/we withdraw after my/our registration is accepted by the Committee but substitution of participants will be allowed. If I/we fail to attend the Seminar, the fee paid would not be refunded.

Contact Person : \_\_\_\_\_ Designation : \_\_\_\_\_

Name of Organisation : \_\_\_\_\_

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

Tel No : \_\_\_\_\_ HP : \_\_\_\_\_ Email : \_\_\_\_\_ Signature : \_\_\_\_\_

#### **TERMS & CONDITIONS**

- Payment can be made via **CASH / CHEQUE / BANK-IN TRANSMISSION / BANK DRAFT / MONEY ORDER / POSTAL ORDER / LO / WALK-IN**.
- Bank account detail : **IEM Account No. 6403-2001-0020-215 [Alliance Bank Malaysia Berhad]**. Please send by email/fax a copy of the receipt /bank-in slip once the payment has been made together with the registration form to [rahanum@iem.org.my](mailto:rahanum@iem.org.my) / 03 7957 7678.
- For **ONLINE REGISTRATIONS**, **only ONLINE PAYMENT** is applicable [via **RHB and Maybank2u** -Personal Saving & Personal Current; **Credit Card** – Visa/Master]
- **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 participants fail to attend the course, the fee is to be settled in full. If the participant made payment and failed to attend the course, the fee paid is non-refundable. Registration fee includes lecture notes, refreshments and lunch.
- The Organising Committee reserves the right to cancel, alter or change the programme due to unforeseen circumstances. Every effort will be made to inform the registered participants of any changes. In view of the limited space, intending participants are advised to send their registrations as early as possible so as to avoid disappointment.
- **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.