



RMU e-Bulletin



Volume 2 (2024)
Research Management Unit
Universiti Teknologi MARA Cawangan Kedah

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eISSN : 2805-47 5X

Published by : Universiti Teknologi MARA
08400 Merbok, Kedah Malaysia

Printed by : Perpustakaan Sultan Badlishah
Universiti Teknologi Mara Cawangan
Kedah
08400 Merbok Kedah

e ISSN 2805- 47 5X



9772805 475 000

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Embracing Innovation and Discourse: A Message from the Rector



Esteemed colleagues, students, and friends of UiTM Kedah Branch,

I am pleased to announce the launch of the second edition of the **RMU4U E-Bulletin**. This publication showcases the intellectual energy and a wide range of expertise that have bloomed within our esteemed university.

The 38 articles presented in this issue exemplify a remarkable spectrum of scholarly inquiry. From insightful legal studies to captivating cultural reflections, from thought-provoking discussions on business and finance to explorations of the ever-evolving technological landscape, the **RMU4U E-Bulletin** offers a glimpse into the minds that are shaping the future. This e-bulletin is more than just a collection of articles; it is a platform for discourse, a springboard for critical thinking, and a catalyst for innovation. By engaging with the diverse perspectives presented here, we can cultivate a deeper understanding of the complex issues facing our world today.

I am particularly heartened by the focus on the transformative power of technology. Discussions on Industrial Revolution 5.0 and the integration of AI serve as crucial reminders of the need to embrace innovation and equip ourselves with the skills to navigate the rapidly changing landscape. The articles on learning methodologies, from self-directed learning to mobile-assisted language acquisition, further underscore UiTM Kedah's commitment to providing our students with the tools and resources they need to thrive in the 21st century.

To our esteemed contributors, I extend my sincere gratitude for sharing your valuable insights and expertise. Your dedication is what fuels the intellectual engine of our university.

To our readers, I encourage you to delve into the articles, engage with the ideas presented, and later share your perspectives. Let this e-bulletin be the spark that ignites lively dialogues and fosters a culture of continuous learning within our university community.

Together, let us leverage the power of knowledge and innovation to shape a brighter future.

Sincerely,

Prof. Dr. Rohima Sa'id

Rector, UiTM Kedah



A Message from the Chief Editor

Dear Readers,

Welcome to the second issue of the RMU4U E-Bulletin from UiTM Kedah. I am excited to present 38 insightful articles that showcase the diverse academic interests and expertise within our university. Each article brings a unique perspective, contributing to a rich array of knowledge and ideas.

In this issue, our contributors have explored a wide range of subjects. We have compelling legal studies on topics such as home-schooling and child marriage, alongside cultural reflections that delve into the Semai heritage and contemporary Malaysian art. These pieces highlight the importance of preserving and understanding our cultural and societal norms.

Our business and finance section offers fresh insights into the gig economy, the integration of AI in accounting, and the nuances of tax compliance. These articles provide a closer look at the evolving economic landscape and the challenges and opportunities it presents.



Technological innovation is another prominent theme, with discussions on Industrial Revolution 5.0, the critical role of information professionals, and the integration of AI in education. These articles underscore the rapid pace of technological change and its impact on various sectors.

We also feature thought-provoking pieces on self-directed learning, mobile-assisted English learning, and the transformative power of social media in libraries. These articles explore the intersections of technology, education, and communication, offering valuable insights into modern learning environments. Our goal with this e-bulletin is to foster a deeper understanding and spark meaningful conversations among our readers. We hope that the knowledge and ideas shared here will inspire and engage you.

A heartfelt thank you to all our contributors for their hard work and dedication. And to our readers, thank you for your continued support and interest in the RMU4U E-Bulletin.

Happy reading!
Warm regards,

Dr Azyyati Anuar
Chief Editor, RMU4U E-Bulletin



AGREEMENT OR CONTRACT? UNDERSTANDING THE BASIC ELEMENTS OF CONTRACT IN MALAYSIA

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Image Source : Canva



Contracts play a vital role in our daily lives, forming the basis of many transactions we engage in. Whether it is a job offer, a rental agreement, or a business deal, contracts are the foundation for these arrangements. For instance, when you accept a job offer, you enter into a contract with your employer. Similarly, you are bound by a rental agreement when renting a house. However, what exactly constitutes a contract, and how is it legally defined?

Many people often use the terms 'agreement' and 'contract' interchangeably, yet there are crucial distinctions between them. A contract is defined as an agreement that is enforceable by law, making it legally binding between the parties involved. In contrast, an agreement is merely an understanding between parties, which may not always have legal binding power.

To ensure that a contract is valid and enforceable, it must contain several essential elements: offer, acceptance, consideration, intention to create legal relations, certainty, and capacity. Without these elements, a contract may not be legally binding and, consequently, may not be enforceable by the courts.

The Contracts Act 1950 governs contracts in Malaysia, outlining the rules and regulations for contractual agreements within the country. Whether one is a business owner or a consumer, understanding the provisions of this Act is essential for protecting one's rights and interests. Therefore, when dealing with contracts in Malaysia, it is imperative to be well-versed in the Contracts Act 1950.



The first essential element of a contract is an offer. Every contract starts with an offer. The Contracts Act 1950 uses the term 'proposal' but has the same meaning as an 'offer.' A person makes a proposal when he signifies his willingness to be bound by his promise and intends to obtain the other person's assent to that promise. An offer must be clear, specific, and communicated to the other party to be considered valid. Moreover, it is essential to distinguish between an offer and an invitation to treat. An invitation to treat indicates that one party is willing to negotiate with the other party and is inviting them to make an offer—the fundamental difference between the two lies in the parties' intention. Furthermore, an offer is made to create a binding agreement upon acceptance, whereas an invitation to treat is made to initiate negotiations. To give an example, a customer walks into a store and sees a television with a price tag of RM2,000. This is an invitation to treat, as the store invites the customer to make an offer to purchase the television.

The second essential element of a contract is acceptance. Assuming a valid offer exists, it must be completed by a valid acceptance. Section 2(b) of the Contract Act 1950 states that when the person to whom the proposal is made signifies his assent, the offer is considered to be accepted and becomes a promise. However, for a proposal to be converted into a promise, the acceptance of that proposal must be absolute and unqualified (Section 7 Contracts Act 1950). If acceptance is not absolute and unconditional, it does not follow the conditions, if any, stated by the offeror, and it will amount to a counter-offer. For example, imagine you are selling your car and setting the price at RM100,000. A potential buyer comes along and proposes to buy it for RM70,000 instead. Now, you are faced with a decision: do you accept the counter-offer or hold out for your original offer? It is important to remember that once the counter-offer is proposed, your initial offer is no longer valid, so you will need to negotiate with the buyer to reach a new agreement.

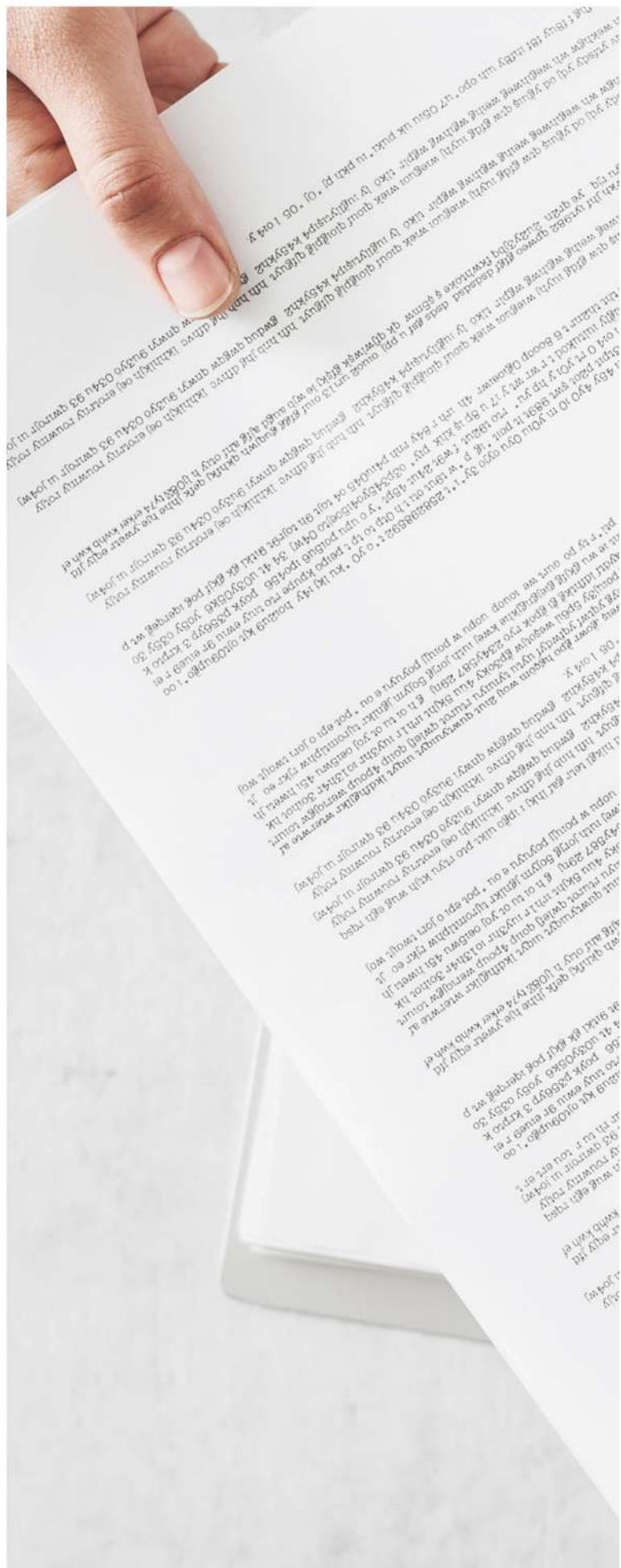


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Consideration is the third essential element of a contract, emphasised in Part I, Section 2(d). Consideration refers to the exchange of something valuable, such as money, goods, or services, between parties in a contract. Without consideration, an agreement is usually considered void. However, in some instances, the Act allows for enforceability in the absence of immediate consideration. This includes promises made in writing and signed by the person to be charged, promises to compensate for something done, and promises to pay a debt barred by limitation. The exchange of valuable consideration by both parties ensures that the agreement is legally binding.

To better understand this concept, imagine this scenario: You are in the market for a new laptop and finally find the perfect one being sold by a seller. After some negotiation, you both agree on the price of RM3,000 as a valid consideration. You give the seller the agreed-upon amount, and the seller will provide you with the laptop in return. This exchange of valuable consideration makes the contract legally binding and enforceable.

The fourth essential element of a contract is an intention to create legal relations. This element means the parties must have intended to enter into a legally binding agreement. The parties must demonstrate their intention to be legally bound by the terms of the contract, and this intention must be mutual.

The next element of the contract is certainty. Uncertainty in contract law refers to situations with ambiguity or vagueness regarding certain terms or aspects of the contract. It occurs when essential terms are unclear or unspecified, confusing the parties' obligations or the subject matter. If a contract uses ambiguous language that creates uncertainty around contractual obligations, it can render the entire contract void. Thus, it is important to ensure that your contracts are crystal clear to avoid any potential legal disputes down the line.

Lastly, capacity to contract means that the parties must have the legal capacity to enter into a contract. This element requires that the parties be of legal age, not under duress, and of sound mind.

In conclusion, understanding the basic elements of a contract is essential to ensure that it is legally binding and enforceable in Malaysia. Understanding these elements allows you to avoid potential disputes and craft an agreement tailored to your needs. Make sure to seek legal advice if you have any doubts or need further guidance in creating a valid and effective contract.

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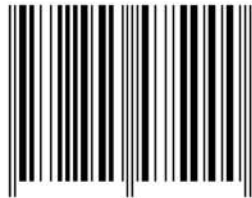
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e ISSN 2805- 47 5X



9772805 475 000

Volume 2 (2024)

RMU *AM*
e-Bulletin

Research Management Unit
Universiti Teknologi MARA Cawangan Kedah

