

RULES FOR ADJUDICATION

For use with the JCT Building Contract
for a Home Owner/Occupier

Generally

1. These adjudication rules apply to disputes which arise between the customer and the contractor (sometimes referred to as the parties) under the Building Contract for a home Owner/Occupier ("the building contract").
2. The customer or the contractor can apply for adjudication on any dispute which arises under the building contract from the date the work starts until 6 years after it has finished.
3. An adjudicator can be appointed either by the Royal Institution of Chartered Surveyors (RICS) or the Royal Institute of British Architects (RIBA). Each of these bodies is called an appointing body.
8. If either the customer or the contractor applies for adjudication but the other person starts court proceedings about the same dispute, the adjudication can still go ahead pending settlement of the dispute by the court.
9. Once an adjudicator is appointed the role of the appointing body is at an end, and all further communications must be made directly to the adjudicator.

Costs of adjudication

4. If the customer or the contractor wants to have a dispute decided by an adjudicator he must complete the application form and send it with a payment of £144.00 (£120 plus VAT) to one of the above appointing bodies. (The payment covers the appointing body's administration costs).
5. Within 48 hours of receiving the application the appointing body will confirm receipt in writing to both customer and contractor.
6. The appointing body will appoint an adjudicator within 7 days of giving written confirmation of receipt of the application.
7. If the customer and the contractor have each applied for adjudication about the same dispute, but one of them has applied to the RICS and the other has applied to the RIBA, the adjudicator will be appointed by the appointing body whose date of confirmation of receipt of the application is the earlier.
10. The adjudicator will charge an hourly fee for his services. He will tell the customer and the contractor, before he begins the adjudication process, what his fee will be. The amount of fee will depend on the complexity of the issues in dispute, but will not exceed £150 (exclusive of VAT) per hour up to a maximum of 15 hours. This is regardless of how many additional hours the adjudicator actually spends on the adjudication.
11. When he makes his decision the adjudicator will state whether the customer or the contractor is to be responsible for paying his fees, or whether payment is to be divided between them in a proportion that the adjudicator decides.
12. The adjudicator can also order that the application payment of £144.00 made by one party should be reimbursed to him by the other party.

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13. If the party responsible for paying any or all of the adjudicator's fees does not pay them, the adjudicator can take court proceedings against that party to recover the amount not paid. The adjudicator will not claim that unpaid amount from the other party.
14. The customer and the contractor will be responsible for their own costs in preparing for the adjudication, e.g. costs for professional advice and getting documents together.

Powers and duties of the adjudicator

15. As soon as possible after his appointment the adjudicator will notify the customer and the contractor that he will be carrying out the adjudication. At this point he may ask them for information about the dispute.
16. The adjudicator will act fairly between the customer and the contractor, and will carry out the adjudication by reference to the terms of the building contract.
17. If he wishes, the adjudicator can visit the premises where the work has been carried out. The visit will be at a time when both the customer and the contractor are expected to be present. During the visit the adjudicator can examine the work. He can ask questions about the dispute. The customer and the contractor will co-operate with the adjudicator and give any information he needs.
18. If either party chooses not to be present when the adjudicator visits the premises, the adjudicator can go ahead in their absence.
19. If the dispute is about payment, the adjudicator can order the customer to pay the contractor, with interest, any amount which he decides is appropriate. The adjudicator can also order the contractor to repay the customer, with interest, any money which he decides is appropriate.

The rate of interest will be no more than 5% above the Bank of England Base Rate current at the date when the adjudicator considers that interest should apply and will run for such period as the adjudicator thinks fit.

The adjudicator's decision

20. The adjudicator will give his decision in writing no later than 21 days after being appointed. He will send a copy of his decision to the customer and the contractor.
21. The adjudicator is not required to give reasons for his decision.
22. The customer and the contractor must follow the adjudicator's decision as part of their obligations under the building contract, unless and until either party obtains a court judgment about the dispute which is different from the decision of the adjudicator.

Application forms to appoint an adjudicator are available from:

Royal Institution of Chartered Surveyors
55 Colmore Row
Birmingham
B3 2AA

Tel No: 024 7669 4757 (Local)
020 7222 7000
Fax No: 020 7334 3802
Email: drs@rics.org

or

Royal Institute of British Architects
66 Portland Place
London
W1N 4AD

Tel No: 020 7307 3679
Fax No: 020 7307 3754
Email: admin@inst.riba.org