



Adj

Adjudication Agreement

2005

Adjudication Agreement (Adj)

Appropriate:

- where the adjudicator is to be appointed in respect of a construction dispute that has arisen under a JCT contract/sub-contract/agreement.

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Adjudication Agreement

This Agreement is made the _____ 20____

Between The Contracting Parties^[1]

(1) _____

(2) _____

And The Adjudicator^[2]

[1] Insert names and addresses of the Contracting Parties.

[2] Insert name and address of the Adjudicator.

Whereas

the Contracting Parties have entered into a Contract/Sub-Contract/Agreement^[3] (the 'Contract') for^[4]

on the terms of^[5]

in which the provisions on adjudication ('the Adjudication Provisions') are set out or referred to in

clause _____ of that Contract; and

a dispute or difference has arisen under the Contract which the Contracting Parties wish to be referred to adjudication in accordance with the said Adjudication Provisions;

[3] Delete as appropriate.

[4] Provide a brief description of the Works/Sub-Contract Works.

[5] Insert the title of the JCT Contract/Sub-Contract/Agreement and any amendments thereto incorporated therein.

Now it is hereby agreed as follows

Appointment and acceptance

- 1 The Contracting Parties hereby appoint the Adjudicator and the Adjudicator hereby accepts such appointment in respect of the dispute briefly identified in the attached notice.

Adjudication Provisions

- 2 The Adjudicator shall observe the Adjudication Provisions as if they were set out in full in this Agreement.

Adjudicator's fee and reasonable expenses

- 3 The Contracting Parties will be jointly and severally liable to the Adjudicator for his fee as stated in the Schedule hereto for conducting the adjudication and for all expenses reasonably incurred by the Adjudicator as referred to in the Adjudication Provisions.

Unavailability of Adjudicator to act on the referral

- 4 If the Adjudicator becomes ill or becomes unavailable for some other cause and is thus unable to complete the adjudication he shall immediately give notice to the Contracting Parties to such effect.

Termination

- 5
 - 1 The Contracting Parties jointly may terminate the Adjudication Agreement at any time on written notice to the Adjudicator. Following such termination the Contracting Parties shall, subject to clause 5·2 below, pay the Adjudicator his fee or any balance thereof and his expenses reasonably incurred prior to the termination.
 - 2 Where the decision of the Contracting Parties to terminate the Adjudication Agreement under clause 5·1 above is because of a failure by the Adjudicator to give his decision on the dispute or difference within the time-scales in the Adjudication Provisions or at all, the Adjudicator shall not be entitled to recover from the Contracting Parties his fee and expenses.

As Witness

the hands of the Contracting Parties or their duly authorised representatives and the Adjudicator

Signed by or on behalf of
the Contracting Parties

(1) _____

In the presence of:

witness' signature

witness' name

witness' address

(2) _____

In the presence of:

witness' signature

witness' name

witness' address

Signed by the
Adjudicator

In the presence of:

witness' signature

witness' name

witness' address

Schedule

Fee

The lump sum fee is

£ _____

or

The hourly rate is

£ _____

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SPECIMEN



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