
'THE SCHEME' FOR CONSTRUCTION CONTRACTS

1. Preamble citation (usual SI details)

AND

*"Where a construction contract does not comply with the requirements of **(THE PARTIAL ACT)** these regulations shall apply ~~(the Part 1 Act for Adjudication)~~".*

2. Commencing an Adjudication

Any party to a "Construction Contract" may after a dispute has arisen:

2.1 Give 'Notice of Intention to Refer the Dispute' ("The Notice")

AND

Identify the dispute and redress in the Notice ("The Redress")

AND

2.2 Agree an Adjudicator with the other Party or request an Adjudicator Nominating Body and (a body holding itself out publicly willing to appoint) to appoint

AND

2.3 Refer the Dispute ("The Referral") to the Adjudicator and Respondent within 10-days of receipt of the 'Notice of Intention'.

2.4 The Adjudicator shall be fair, independent, impartial and unbiased.

3. Timetable

3.1 Day 1 shall be the date of receiving the Referral.

3.2 The Response shall be served as directed ("The Response").

3.3 The Decision shall be made on or before Day 28 ("The Decision Period").

3.4 The Adjudicator may extend the timetable to Day 42 (further 14 days) with the consent of the Referring Party only.

3.5 The parties may further extend the timetable by consent.

4. Adjudicator's Powers

The Adjudicator may:

- 4.1 take the initiative to establish the facts and the law,
- 4.2 continue in the absence of either party,
- 4.3 call for payment and apportion adjudicator's fees, notwithstanding joint and several liability to the Adjudicator,
- 4.4 determine any question of Jurisdiction whether or not a construction contract,
- 4.5 apply the contract provisions to the dispute,
- 4.6 resign if he decides he cannot do broad justice between the parties.

5. Adjudication Decision

- 5.1 The Adjudicator shall grant or deny the Redress sought;
- 5.2 The Decision shall be complied with and is binding until finally decided in Arbitration/ Litigation/ by Agreement;
- 5.3 The Decision may be corrected to remove any clerical mistake, accidental slip or omission, to clarify or remove ambiguity.

6. Immunity

The adjudicator shall not be liable for anything done or omitted etc