



**International Institute of Construction Arbitrators  
("IICArb")**

**Adjudication Rules**

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## 1. DEFINITIONS

- 1.1. "Parties" shall mean the Claimant and the Respondent.
- 1.2. "Claimant" means the person who refers the dispute to adjudication.
- 1.3. "Respondent" means the person who defends the Claimant's claim.
- 1.4. "Adjudicator" means the independent and impartial third party appointed by the parties or IICArb who decides the outcome of the dispute.
- 1.5. "IICArb" means the International Institute of Construction Arbitrators.
- 1.6. "Business days" means Monday to Friday and excludes Saturdays, Sundays and Public Holidays.

## 2. APPLICATION

- 2.1. Adjudication is an accelerated alternative dispute resolution mechanism, in terms of which an Adjudicator (appointed by the Parties or IICArb) determines the outcome of the dispute by delivering a decision with reasons in writing to the Parties. The dispute is determined on the papers filed.
- 2.2. These rules shall apply and regulate the adjudication procedure between the Parties unless and to the extent that the Parties have amended these rules by mutual agreement.

## 3. CONDUCT OF ADJUDICATION PROCEDURE

- 3.1. Adjudication is a private and confidential procedure. The documents filed by and on behalf of the Parties shall not be disclosed to any third parties.
- 3.2. Any meetings (whether in person or via electronic means) shall be held between the Parties and/or their representatives and the Adjudicator only and shall not be open to the public.
- 3.3. The Parties may at any time prior to delivery of the Adjudicator's decision: -
  - 3.3.1. enter into a settlement agreement which shall cause the adjudication proceedings to end;



- 3.3.2. terminate the Adjudicator's appointment by mutual agreement and cause his/her decision to cease.

#### 4. APPOINTMENT OF ADJUDICATOR

- 4.1. The parties shall jointly appoint an Adjudicator unless otherwise agreed between them save where the Parties have agreed that the Adjudicator shall be appointed by IICArb.
- 4.2. Where IICArb is requested to appoint an Adjudicator, a request for same shall be lodged by either Party in accordance with the Request for Appointment form together with proof of payment of the prescribed fee. IICArb shall appoint an Adjudicator within five (5) Business days of the request.
- 4.3. The Adjudicator shall be bound to these rules (save as otherwise agreed by the Parties) and IICArb's code of conduct (if the Adjudicator was appointed by IICArb). The Adjudicator's contract shall include a declaration of conflict of interest and specify the costs of adjudication, rules of procedure, nature of dispute and Adjudicator's mandate.
- 4.4. The Adjudicator shall be an independent and impartial natural person and shall act as an expert and not an arbitrator.
- 4.5. The Adjudicator may not be called as a witness by either Party to give evidence on any matter referred to him/her and/or decided by him/her save where it may be necessary for a Party to secure the enforcement of the Adjudicator's decision.
- 4.6. The parties may by mutual agreement terminate the Adjudicator's contract at any time before the Adjudicator's delivers his/her decision.
- 4.7. In the event that the Adjudicator's contract is terminated by the Parties for reasons due i.e lack of jurisdiction or breach of rules of natural justice, and where the dispute proceeds with adjudication, either Party may request IICArb to appoint another Adjudicator which appointment shall be made as soon as possible but no later than five (5) Business days of receipt of the request.

#### 5. ADJUDICATION PROCEDURE

- 5.1. The Claimant shall within thirty (30) days after the appointment of the Adjudicator, submit its Claim to the Adjudicator and the Respondent, with all supporting documents.



- 5.2. The Respondent shall provide its Answer to the Claim within thirty (30) days after receipt of the Claimant's Claim with/without a counterclaim, failing which it shall be deemed that the Respondent has no Answer to the Claim.
- 5.3. Where the Respondent has delivered an Answer, the Claimant shall deliver his Reply to the Respondent's Answer within ten (10) Business days after receipt of the Respondent's Answer. Where the Respondent included a counterclaim with its Answer, the Claimant shall deliver its Reply to the Respondent's Answer and its Answer to the Respondent's counterclaim within fifteen (15) Business days of receipt thereof.
- 5.4. Where the Respondent delivered a counterclaim and the Claimant delivered an Answer to the counterclaim the Respondent shall deliver its Reply to the Claimant's Answer within ten (10) Business days after receipt of the Answer.
- 5.5. Any additional information and/or amendments of documentation shall only be provided upon the Adjudicator's request or with his/her leave - which may be requested and provided at any time prior to the delivery of the Adjudicator's decision.
- 5.6. The Adjudicator shall assess the Parties' documentation as submitted above and shall deliver his/her decision within fifteen (15) Business days after the time period in rule 5.3 has lapsed or the after the time period in rule 5.4 has lapsed or after the provision of further documentation/information (whichever is applicable).
- 5.7. The Parties and the Adjudicator may by mutual agreement shorten or extend the time periods prescribed above.
- 5.8. The Adjudicator may call for meetings (in person or virtually) – for the purpose of clarifying any matters but is not obliged to do so. Should a Party fail to attend such meeting, the Adjudicator will re-schedule the meeting. The Adjudicator may proceed with the re-scheduled meeting despite a Party's failure to attend same.
- 5.9. There shall be no hearing and the dispute shall be decided on the papers filed.

## 6. ADJUDICATOR'S DECISION

- 6.1. The Adjudicator shall deliver his/her decision in writing to the Parties via email within the time period prescribed in rule 5.6 as amended in terms of rule 5.6.
- 6.2. The Adjudicator's decision shall include reasons for his/her findings and shall be binding and enforceable, and final unless and until the dispute (or resolution thereof) is overturned or varied in whole or in part by arbitration in accordance with the Parties' written agreement (if any).



- 6.3. Either Party may in writing request the Adjudicator to correct any patent clerical or arithmetical error or clarify any ambiguity in the decision. Such request shall be made within five (5) Business days of receipt of the Adjudicator's decision and shall be submitted to the other Party and the Adjudicator. The Adjudicator shall comply with such request within three (3) Business days after receipt of the request. The request, and answer by the Adjudicator may be transmitted electronically via email.
- 6.4. Either Party may apply to court for the enforcement of the Adjudicator's decision as a contractual obligation pending the outcome of arbitration (if applicable).
- 6.5. The Adjudicator nor IICarb shall be liable to the Parties for any action or failure to take an action in the adjudication or any consequence of the decision.

## 7. COSTS OF ADJUDICATION

- 7.1. The Party requesting the appointment of the Adjudicator shall pay the prescribed fee for such appointment. This fee is non-refundable.
- 7.2. The Adjudicator shall have the right to make such award of costs in the adjudication as he/she deems fit unless the Parties have agreed otherwise.

