



# International Construction Adjudication Course Brochure

The **International Institute of Construction Arbitrators (“IICArb”)** – is a nominating body and institution established to appoint ADR practitioners (mediators, adjudicators, arbitrators) and adjudicate construction disputes – exclusive to the construction industry.

Adjudication as an alternative form of dispute resolution is the global preferred method for resolving construction disputes – most standard and ad hoc construction contracts contain dispute resolution procedures in terms of which adjudication is one and generally a precursor to arbitration.

The process of resolving disputes through adjudication is rapidly and continuously increasing. It is therefore imperative to have thorough understanding of what the adjudication process entails and more specifically the role, duties and jurisdiction of the adjudicator.

This course is best suitable to individuals who want to become a qualified and accredited adjudicator or individuals who are interested in gaining or expanding their knowledge of construction adjudication.

**See our website for enrolment dates.**



## Course content

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- Comparing adjudication with other forms of alternative dispute resolution mechanisms
- Eligibility, appointment, replacement, duties, and jurisdiction of the adjudicator
- Adjudication proceedings (incl. standard contracts (FIDIC and NEC))
- Structure and enforceability of the adjudicator's decision
- The law of adjudication (Internationally and domestically)
- Legal principles in construction contracts (internationally and domestically)
- Costs and apportionment of costs
- Review of adjudicator's decision

## What is included?

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- FIDIC 2017 (Red Book) Construction Contract
- NEC 4 (Black Book) Engineering and Construction Contract
- A Practical Guide to Construction Contracts (by James Pickavance)

## Learning outcomes

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After successful completion of the course, you will be able to:

- demonstrate thorough knowledge of the adjudication process and procedure
- understand and use the adjudication procedure under standardised construction contracts (NEC, FIDIC)
- understand the different laws applicable for the different countries
- examine the evidence presented by the parties using fact analysis and critical thinking
- understand the applicable legal principles
- demonstrate the ability to properly write an adjudicator's decision
- understand the role, function and ethical responsibilities of the adjudicator

## Admission requirements

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- Delegates should ideally have the necessary work experience in the construction sector and basic understanding of adjudication.
- Delegates who want to become accredited adjudicators will still need to comply with IICarb's criteria – completion of this course does not automatically render a delegate an accredited adjudicator.

## Course programme and assessment

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- Delegates will receive access to a Practical Guide and the three (3) books above
- Assignments (multiple choice questions) must be completed and submitted for marking
- A final assessment (examination based) will be completed and submitted for marking
- A pass rate of 70%

## How the course is presented

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- The training course is online through correspondence distance learning

## Duration

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- Delegates have up to 6 months to complete the course. Extension of the course is allowed for three (3) additional months on application.

## Price

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- Prices vary from country to country taking into account the country's economic circumstances. IICarb offers delegates the option of paying for the course over a period of 3 x months.
- See our pricing and terms and conditions hereunder.

## Accreditation and certification

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- Upon successful completion of the course and passing the final assessment, the delegate will receive a diploma in international construction adjudication.
- With this diploma, the delegate will be eligible to apply for accreditation as an adjudicator and register on IICarb's panel – subject to meeting certain criteria.

## For enquiries and registration

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Website: [www.iicarb.com](http://www.iicarb.com)

Email: [training@iicarb.com](mailto:training@iicarb.com)

## Course presenter

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Advocate Zanda Roloff LLB (specialist in construction contract law)

Mediator, Adjudicator, Arbitrator



# Pricing

COUNTRY	Total price	Deposit 50% on Registration
<i>Europe</i>		
Austria, Belgium, Channel Islands, Denmark, Finland, France, Germany, Gibraltar, Iceland, Ireland, Isle of Man, Monaco, Northern Ireland, Norway, Sweden, Switzerland	USD 1 900,00	USD 950,00
All other	USD 1 350,00	USD 675,00
<i>United Kingdom</i>		
Ireland, Northern Ireland, UK (includes Scotland & Whales)	USD 1 900,00	USD 950,00
<i>Africa</i>		
South Africa	R27 000,00	R13 500,00
All other	USD 1 350,00	USD 675,00
<i>Asia</i>		
China, Hong Kong, Japan, Singapore, Taiwan	USD 1 900,00	USD 950,00
All other	USD 1 350,00	USD 675,00
<i>Australia &amp; Oceania</i>		
Australia, New Zealand	USD 1 900,00	USD 950,00
All other	USD 1 350,00	USD 675,00
<i>Americas</i>		
USA, Canada	USD 1 900,00	USD 950,00
All other	USD 1 350,00	USD 675,00
<i>Middle East</i>		
Bahrain, Omar, Qatar, Saudi Arabia, UAE	USD 1 900,00	USD 950,00
All other	USD 1 350,00	USD 675,00

1. The applicable fee is the fee in the country where the delegate is employed.
2. The delegate has the option of paying the full course fee or alternatively he/she may pay the deposit (50%) and pay the balance of the fee in three (3) equal monthly instalments.
3. Where the delegate elects to pay in instalments, should the delegate fail to pay the instalment amount by or before the end of each month, IICarb may suspend access to the course, and the full outstanding amount shall become due and payable.
4. **Discount of 5% is offered to 3 or more delegates from the same organisation.**



# Registration Form

## Course: International Construction Adjudication

<b>Course fee:</b>			
<b>Currency:</b>	South Africa only (ZAR) <input type="checkbox"/>	All other countries (USD) <input type="checkbox"/>	
<b>Payment Options</b>			
Full Course Fee <input type="checkbox"/>	Deposit & Instalments		<input type="checkbox"/>
<b>Delegate's particulars</b>			
Name			
Surname			
ID/passport number			
Gender			
Physical address (delivery of any hard copy materials)			
Current occupation			
Employer/Company			
Address where delegate works/employed			
Billing address			
Cellphone no.			
Email address			
Where did you hear about us?			
<b>Terms &amp; Conditions</b>			
1. This document creates a binding contract between IICarb and the delegate (the parties hereto). The parties agree to the jurisdiction of the South African courts and any court having jurisdiction where IICarb's place of business is registered. This agreement is governed by the laws of the Republic of South Africa.			
2. Should a delegate elect to pay the full course fee, payment must be made within 7 calendar days from receipt of an invoice from IICarb. A delegate will only receive access to the course materials and his/her student number and login details once payment has been received by IICarb.			
3. Should the delegate elect to pay the deposit of 50% of the course fee with the option of paying the balance in 3 equal monthly instalments, the deposit must be paid within 7 calendar days from receipt of the invoice. The monthly instalments must be paid by or before the last day of each month and proof of payment sent to IICarb at <a href="mailto:training@iicarb.com">training@iicarb.com</a> . The first instalment is due at the end of the month following registration. Should the delegate default in payment, IICarb has the right to suspend access to the course material.			
4. IICarb does not provide refunds for cancellation.			
5. The delegate has up to 6 months to complete the course. Should the delegate anticipate that he/she will not be able to complete the course within the prescribed 6 month period, he/she may apply to IICarb for an extension of 3 additional months. This request must be made prior to the expiration of the 6 month period. A fee of R 2 250			



(South Africa only) or USD 150 is payable should the extension be granted by IICarb. A request for extension can be provided to <a href="mailto:training@iicarb.com">training@iicarb.com</a>
6. The delegate is responsible for any bank charges including forex charges and fees when making payment to IICarb.
7. IICarb has the right to attend to regular maintenance of its online platform and implement changes it considers fit. IICarb shall endeavour to attend to maintenance at times least inconvenience to the delegates, however this may not always be possible.
8. The delegate may not use IICarb’s material for any purpose other than for the purpose of completing its training course at IICarb. The delegate may not share any IICarb material received with anyone except with IICarb express written consent.
9. The delegate consents to receiving marketing and other information that may be of interest to him/her via email – should the delegate not wish to receive such information he/she may choose to opt out by clicking on the unsubscribe hyperlink on the email.
10. IICarb has the right to cancel the training course, suspend access to it and remove the delegate from its database where the delegate is in breach of contract.
11. IICarb shall not be liable to the delegate for any damages suffered of whatsoever nature and cause.
12. The delegate consents to the processing of his/her personal information in terms of the South African laws on privacy and protection of information (Protection of Personal Information Act 4 of 2013).
13. The signatory warrants that the information supplied herein is true and correct, that he/she has read these terms and conditions, that he/she has authority to sign this registration form and binds himself/herself to the conditions stipulated in the brochure and herein.
<b>For queries, please contact: training@iicarb.com</b>

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***For office use only:***

Date received: \_\_\_\_\_

Received by: \_\_\_\_\_

Invoice sent on: \_\_\_\_\_

Comments: \_\_\_\_\_

