
STATUTORY INSTRUMENTS

1997 No. 274

The Construction Contracts (Northern Ireland) Order 1997

Adjudication

Right to refer disputes to adjudication **N.I.**

7.—(1) A party to a construction contract has the right to refer a dispute arising under the contract for adjudication under a procedure complying with this Article.
For this purpose dispute includes any difference.

- (2) The contract shall^{F1} include provision in writing so as to]—
- (a) enable a party to give notice at any time of his intention to refer a dispute to adjudication;
 - (b) provide a timetable with the object of securing the appointment of the adjudicator and referral of the dispute to him within 7 days of such notice;
 - (c) require the adjudicator to reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred;
 - (d) allow the adjudicator to extend the period of 28 days by up to 14 days, with the consent of the party by whom the dispute was referred;
 - (e) impose a duty on the adjudicator to act impartially; and
 - (f) enable the adjudicator to take the initiative in ascertaining the facts and the law.

(3) The contract shall provide^{F2} in writing] that the decision of the adjudicator is binding until the dispute is finally determined by legal proceedings, by arbitration (if the contract provides for arbitration or the parties otherwise agree to arbitration) or by agreement.
The parties may agree to accept the decision of the adjudicator as finally determining the dispute.

^{F3}(3A) The contract shall include provision in writing permitting the adjudicator to correct his decision so as to remove a clerical or typographical error arising by accident or omission.]

(4) The contract shall also provide^{F2} in writing] that the adjudicator is not liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith, and that any employee or agent of the adjudicator is similarly protected from liability.

(5) If the contract does not comply with the requirements of paragraphs (1) to (4), the adjudication provisions of the Scheme apply.

(6) The Scheme may apply the provisions of the Arbitration Act 1996 with such adaptations and modifications as appear to the Department to be appropriate.

F1 Words in art. 7(2) inserted (14.11.2012) by [Construction Contracts \(Amendment\) Act \(Northern Ireland\) 2011 \(c. 4\), ss. 1\(2\)\(a\), 9\(2\)](#) (with s. 9(4)); S.R. 2012/367, art. 2

F2 Words in art. 7(3)(4) inserted (14.11.2012) by [Construction Contracts \(Amendment\) Act \(Northern Ireland\) 2011 \(c. 4\), ss. 1\(2\)\(b\), 9\(2\)](#) (with s. 9(4)); S.R. 2012/367, art. 2

F3 Art. 7(3A) inserted (14.11.2012) by Construction Contracts (Amendment) Act (Northern Ireland) 2011 (c. 4), ss. 3, 9(2) (with s. 9(4)); S.R. 2012/367, art. 2

[^{F4}Adjudication costs: effectiveness of provision N.I.]

7A.—(1) This Article applies in relation to any contractual provision made between the parties to a construction contract which concerns the allocation as between those parties of costs relating to the adjudication of a dispute arising under the construction contract. It is immaterial whether or not the contractual provision is contained in the construction contract.

(2) The contractual provision referred to in paragraph (1) is ineffective unless—

- (a) it is made in writing, is contained in the construction contract and confers power on the adjudicator to allocate his fees and expenses as between the parties, or
- (b) it is made in writing after the giving of notice of intention to refer the dispute to adjudication.]

F4 Art. 7A inserted (14.11.2012) by Construction Contracts (Amendment) Act (Northern Ireland) 2011 (c. 4), ss. 4, 9(2) (with s. 9(4)); S.R. 2012/367, art. 2

Changes to legislation:

There are currently no known outstanding effects for the The Construction Contracts (Northern Ireland) Order 1997, Cross Heading: Adjudication.