



APPENDIX 5:

ADJUDICATION BOARD MEMBER AGREEMENT

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

1. This Agreement is entered into between:

1.1. Adjudication Board Member: **[Insert name, physical address, postal address, e-mail address, fax number, telephone number and mobile number].**

1.2. Contractor:

1.3. Employer: Airports Company South Africa SOC Ltd, 24 Johnson Road, Riverwoods Office Park, The Maples, Bedfordview, Johannesburg, Telephone: 011 723 1400.

Any changes in these contact details shall be immediately communicated to all concerned.

2. The Contractor and the Employer will hereinafter be collectively referred to as the Parties. The Parties entered into a Contract for the **[Insert contract description and number]** which provides that a dispute under or in connection with the General Conditions of Contract for Construction Works, (Third) Edition, 2015, must be referred to adjudication. The undersigned natural person has been appointed to serve as Adjudication Board Member and together with the undersigned Parties agree as follows:

2.1. The Adjudication Board Member accepts to perform his duties in accordance with the terms of the Contract, the General Conditions of Contract for Construction Works Adjudication Board Rules and this Agreement.

2.2. The Adjudicator undertakes to remain independent and impartial of the Contractor,

2.3. Employer and Employer's Agent for the duration of the Adjudication Board proceedings.

2.4. The Adjudication Board Member agrees to serve for the duration of the Adjudication Board proceedings.

2.5. The Parties may at any time, without cause and with immediate effect, jointly terminate this Agreement.

2.6. Unless the Parties agree, the Adjudication Board Member shall not act as arbitrator or representative of either Party in any subsequent proceedings between the Parties



under the Contract. No Party may call the Adjudication Board Member as a witness in any such subsequent proceedings.

3. The standing Adjudication Board's duties shall end upon the Adjudication Board Member(s) receiving notice from the Parties of their joint decision to disband the Adjudication Board.
4. The Adjudication Board Member shall be paid in respect of time spent upon or in connection with the adjudication, including time spent traveling:
 - 1.1. A monthly retainer of [insert amount] for [insert number] months, and/or
 - 1.2. A daily fee of [insert amount] based on a [insert number] hour day, and/or
 - 1.3. A hourly fee of [insert amount].
5. The Adjudication Board Member's expenses incurred in adjudication work shall be reimbursed at cost. The fees and expenses of the Adjudication Board Member are borne equally by the Parties. Upon submission of an invoice for fees and expenses to the Contractor and Employer, each shall pay 50% of the Adjudication Board Members invoice within 28 days of receipt of the invoice.

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **EMPLOYER**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____



SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **CONTRACTOR**, duly authorised and warranting such authority

Full Name: _____

Capacity: _____

Witness: _____

SIGNED at _____ on _____ Day of _____ 202__

For and on behalf of the **ADJUDICATION BOARD MEMBER**, duly authorised and warranting such authority