# ADJUDICATOR’S AGREEMENT

This agreement is made on the . . . . . . . . day of . . . . . . . . . . . . . . . between:

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (name of company / organisation) of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . ..

 . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (address) and

. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (name of company / organisation) of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .

 . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .(address)

(the Parties) and. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (name) of . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . (address)

(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated . . . . . . . ………. and known as. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . ………………

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Signed by: |  |  | Signed by: |  |  | Signed by: |  |
| Name:Id: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name:Id: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name:Id: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of |  | who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of  |  | the Adjudicator in the presence of |
|  |  |  |  |  |
| Witness |  |  | Witness: |  |  | Witness: |  |
| Name: |  |  | Name |  |  | Name: |  |
| Address: |  | Address: |  | Address: |
|  |  |
|  |  |
| Date: |  |  | Date: |  |  | Date: |  |

**Contract Data**

|  |  |
| --- | --- |
| 1 | The Adjudicator shall be paid at the hourly rate of R. . . . . . . . . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling. |
| 2 | The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.(b) Telegrams, telex, faxes, and telephone calls.(c) Postage and similar delivery charges.(d) Travelling, hotel expenses and other similar disbursements. (e) Room charges.(f) Charges for legal or technical advice obtained in accordance with the Procedure. |
| 3 | The Adjudicator shall be paid an appointment fee of R . . . . . . . . . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties. |
| 4 | The Adjudicator is/is not\* currently registered for VAT. |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice. |
| 6 | All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.  |