

RECOMMENDED GOOD PRACTICES FOR THE CONDUCT OF STATUTORY ADJUDICATION PROCEEDINGS UNDER THE CONSTRUCTION INDUSTRY PAYMENT AND ADJUDICATION ACT 2012

INTRODUCTION

These are recommended guidelines for adjudicators appointed under the Construction Industry Payment and Adjudication Act 2012 (“CIPAA 2012”) for the proper and efficient conduct of the adjudication proceedings, save where the recommendations concern procedural requirements specifically set out under CIPAA 2012.

These guidelines are not treated to be as exhaustive, mandatory, or otherwise binding between the AIAC, the President of the AIAC Court of Arbitration and the adjudicator *inter se*. Any reliance placed or decisions made by an adjudicator based on these guidelines shall be through no compulsion of the AIAC and shall not serve as a ground to invalidate or set aside a decision or be relied upon to institute, commence or maintain any civil action and/or any other complaint. Neither the AIAC nor the President of the AIAC Court of Arbitration shall be liable for any reliance placed on these guidelines whether through any act and/or omission of any party or the adjudicator.

CONDUCT OF ADJUDICATION PROCEEDINGS

Given that the objective of CIPAA 2012 is to provide a speedy and efficient mechanism for the resolution of payment disputes in the construction industry, the adjudicator shall, at all times, act in accordance with CIPAA 2012 and the Construction Industry Payment and Adjudication Regulations 2014 (“CIPA Regulations 2014”)¹, ensuring that the process of adjudication is completed within the time limits prescribed in CIPAA 2012. The CIPAA 2012 framework is governed by stringent time limits determined based on working days. The calculation of the working days shall mean a calendar day excluding weekends and public holidays applicable at the State or Federal Territory where the project site is located.² The adjudicator is strongly reminded to adhere to the duties and obligations imposed by CIPAA 2012 and to conduct the adjudication in a manner the adjudicator considers appropriate within the powers granted.

No.	Item	✓
Conflict check		
1.	Conduct a conflict check upon receiving the same by email from the AIAC, particularly with reference to the matters set out in Regulation 5(6) of CIPA	

¹ As amended via the Construction Industry Payment and Adjudication (Amendment) Regulations 2025 [P.U. (A) 364]

² CIPAA 2012, Section 4

	Regulations 2014.	
2.	Confirm the adjudicator's availability to serve as the adjudicator in the proposed adjudication within the time limits stipulated by the AIAC.	
Appointment by the President of the AIAC Court of Arbitration		
3.	Peruse and review the Letter of Appointment, Letter of Acceptance, Declaration, and banking details issued by the AIAC <i>via</i> email to the adjudicator.	
4.	Confirm receipt and return the executed Letter of Acceptance, Declaration <i>via</i> email, followed by physical copy, and upon receipt of the physical copy, returning the executed physical copy to the AIAC.	
5.	Acknowledge receipt of the Letter of Acknowledgement notifying parties of the appointment and refrain from engaging in any communication with the parties until receipt of the email copy of the Letter of Acknowledgement.	
Appointment through agreement of parties		
6.	Claimant issues the selected adjudicator with the request to the chosen adjudicator to act, alongside a copy of the notice of adjudication in seeking his/her consent to act as the adjudicator ³ .	
7.	Notify the AIAC of the Claimant's issuance and the selected adjudicator's receipt of the request to the chosen adjudicator to act.	
Notice of acceptance of appointment to act as adjudicator		
8.	Propose and negotiate the adjudicator's terms of appointment including the fees i.e. Standard Schedule of Fees, Recommended Schedule of Fees, or other agreed fees ⁴ , service of documents, mode of communication, etc. <i>The express and written consent of both parties is required for the adoption of the Recommended Schedule of Fees and where email is proposed as a method of service.</i>	
9.	The adjudicator to indicate his/her acceptance of the terms of appointment <i>vide</i> the notice of acceptance of appointment to act as adjudicator within (10) working days from the date the adjudicator was notified of the appointment ⁵ i.e. the date of appointment as stated in the Letter of Appointment or the date of receipt of the request to the chosen adjudicator to act. <i>The following contents are recommended inclusions in the notice of acceptance of appointment to act as adjudicator:</i> <ul style="list-style-type: none"> • <i>direction to the Claimant and the Respondent to serve the Adjudication Claim, Adjudication Response and Adjudication Reply within the time limit prescribed in CIPAA 2012;</i> • <i>direction to the parties to deposit with the AIAC the adjudicator's full fees</i> 	

³ CIPAA 2012, Section 22(1)

⁴ CIPAA 2012, Section 22(2) and Section 23(2); CIPA Regulations 2014, Schedule [Regulation 6]; AIAC CIPAA Circular 2A – Circular on AIAC's Recommended Schedule of Fees

⁵ CIPAA 2012, Section 23(2)

	<p><i>and the AIAC's administrative fees;</i></p> <ul style="list-style-type: none"> <i>direction to the parties on the applicable mode of service for documents; and</i> <i>include any additional expenses that the adjudicator estimates to incur during the proceedings for travel and site visits, courier, and printing;</i> 	
	<p><i>OR, if the adjudicator rejects the appointment or fails to indicate his/her acceptance within the time limit prescribed, then:</i></p> <ul style="list-style-type: none"> <i>parties may proceed to appoint another adjudicator by mutual consent under Section 21(a) of CIPAA 2012; or</i> <i>parties may request the President of the AIAC Court of Arbitration to appoint another adjudicator under Section 21(b) of CIPAA 2012.</i> 	
Communications with AIAC		
10.	Ensuring that correct subject line is used in all email and physical correspondence.	
11.	President of the AIAC Court of Arbitration, AIAC Registrar, AIAC Case Counsel and AIAC Adjudication to be copied to all correspondence.	
12.	Note the issuance of invoices by the AIAC for the amount payable in equal shares by the parties and follow up on the status of payment from time to time.	
Filing of the Adjudication Claim, Adjudication Response and Adjudication Reply		
13.	Ensure the service and receipt of the Adjudication Claim, Adjudication Response and Adjudication Reply are within the time limits prescribed in CIPAA 2012 ⁶ and in accordance with the modes of service of the documents recognised under CIPAA 2012 ⁷ .	
Powers of the adjudicator		
14.	Exercise the powers of the adjudicator within the scope and ambit prescribed under CIPAA 2012 as and when necessary ⁸ .	
15.	Exercise the powers of the adjudicator in the event of non-compliance including making any order and allowing any amendment as and when necessary ⁹ .	
Delivery of adjudication decision		
16.	Obtain the AIAC's confirmation on the parties' remittance of the deposit with the AIAC before releasing the adjudication decision to the parties.	
17.	The adjudication decision shall be made in writing and contain reasons for such decision unless the requirement for reasons is dispensed by the parties ¹⁰ and state the determined adjudicated amount and the time and manner that such amount is payable ¹¹ .	

⁶ CIPAA 2012, Section 9, Section 10 and Section 11

⁷ CIPAA 2012, Section 38

⁸ CIPAA 2012, Section 25

⁹ CIPAA 2012, Section 26(2)(b)-(c)

¹⁰ CIPAA 2012, Section 12(4)

¹¹ CIPAA 2012, Section 12(5)

18.	Decide and deliver the adjudication decision within the applicable forty-five (45) working days ¹² or by a further time limit agreed to in writing between the parties upon the request by the adjudicator for an extension of time ¹³ .	
19.	Ensure that a copy of the adjudication decision accompanied by a confirmation of the delivery of adjudication decision is delivered and received by the parties and the AIAC, within the prescribed time limit on or before the due deadline ¹⁴ .	
20.	Prepare invoices to the AIAC for disbursement based on the payment of deposits by both parties or either party.	
<i>Non-payment / Part payment of the deposit</i>		
21.	In a situation where no payment has been made by both parties, issue reminders to the parties for payment and decide on the possibility of setting aside the proceedings either wholly or partly for non-compliance ¹⁵ .	
22.	In a situation where only one party has paid the deposit, direct the party to make payment on behalf of the other party ¹⁶ .	
23.	Serve the notice for withholding the release of the decision until payment of fees and expenses in full upon the parties and the AIAC on or before the deadline for the delivery of the adjudication decision ¹⁷ .	
<i>Correction of adjudication decision</i>		
24.	Correct the adjudication decision on own motion, or upon request made by party limited to computational or typographical errors only ¹⁸ .	
<i>Withdrawal / Termination of adjudication proceedings</i>		
25.	Write to the President of the AIAC Court of Arbitration with a timesheet describing the work done, total time spent and proposed withdrawal costs ¹⁹ upon receipt of the notice of withdrawal of adjudication claim proceedings.	
26.	Upon receiving the determination by the President of the AIAC Court of Arbitration on withdrawal costs, issue a direction to the relevant party to pay the approved withdrawal costs.	
27.	Mindful that irrespective of the approved quantum of the adjudicator's withdrawal costs, the AIAC's administrative fee is payable in full ²⁰ .	

¹² CIPAA 2012, Section 12(2)(a) and (b)

¹³ CIPAA 2012, Section 12(2)(c)

¹⁴ CIPAA 2012, Section 12(6)

¹⁵ CIPAA 2012, Section 26(2)

¹⁶ AIAC Adjudication Rules & Procedure, Rule 9(4)

¹⁷ CIPAA 2012, Section 19(5)

¹⁸ CIPAA 2012, Section 12(7)

¹⁹ AIAC Adjudication Rules & Procedure, Rule 9(5A)

²⁰ AIAC Adjudication Rules & Procedure, Schedule II, Clause 1.2