**FORM 4**

**Request to the chosen adjudicator to act**

**(Construction Industry Payment & Adjudication Act 2012, sections 21(a) and 22)**

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| **To:** (Name of the chosen adjudicator)  (*service address*) |
| **From:** (*Claimant* )  (*Service address*)  **Person In Charge:**  (*Name and designation*) |
| (*Date*) |
| (*Mode of Service[[1]](#footnote-1)*) |
| Contract Reference Number:  Date Contract Was Made:  Project / Work Description:  Project Site Location:  Contract Sum:  Date of Notice of Adjudication:  Date of Service of the Notice of Adjudication by the Claimant : |

**REQUEST TO ACT AS ADJUDICATOR**

*(pursuant to sections 21(a) and 22 of the Construction Industry Payment & Adjudication Act 2012)*

1. A dispute has arisen between [*Name*], the Claimant and [*Name*], the Respondent under the above referenced construction contract.
2. A copy of the above referenced Notice of Adjudication is attached. Please let us know should you require a copy of the documents identified in the Notice of Adjudication to be delivered to you.
3. The parties have agreed for you to act as adjudicator to determine the dispute between the parties. A copy of the documents evidencing the agreement is attached for your perusal.
4. Please indicate within [5][[2]](#footnote-2) working days from the date of receipt of this request whether you are willing and able to act as the adjudicator for the dispute, and if you are, forward to us and the Respondent the following:
5. a written confirmation that you have satisfied the competency standard and criteria of an adjudicator as required under theConstruction Industry Payment & Adjudication Act 2012[[3]](#footnote-3) or any Regulations or rules made thereunder, and that you are eligible to act as adjudicator in our dispute; and
6. your proposed terms and conditions for engagement (including your fees and expenses).

(*signed*)

(*Name of the authorised representative of the Claimant and designation*)

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| **Copy:** (Respondent )  (*service address*) | (*Mode of Service[[4]](#footnote-4)*) |
| **Copy:** (*Director of the Kuala Lumpur Regional Centre For Arbitration)*  (*Service address*) | (*Mode of Service[[5]](#footnote-5)*) |

1. 19 As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012. [↑](#footnote-ref-1)
2. 20 Pursuant to section 22(2) of the CIPA Act 2012, the adjudicator who is able and willing to act as adjudicator, is required to propose and negotiate his terms of appointment, including his fees chargeable, with the parties, and indicate his acceptance of the appointment and the terms of his appointment within 10 working days from the date he was notified of his appointment. The provision of 5 working days is merely a suggestion, intended to leave another 5 working days for the parties and the chosen adjudicator to negotiate and agree on the terms of appointment. [↑](#footnote-ref-2)
3. 21 Section 32(a) of the CIPA Act 2012. [↑](#footnote-ref-3)
4. 22 As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012. [↑](#footnote-ref-4)
5. 23 As per any of the prescribed modes of service under section 38(a) – 38(d) of the CIPA Act 2012. [↑](#footnote-ref-5)