

**Form 3
Adjudicator's determination**

Form 3 Construction Contracts Regulations 2003

*[as amended by Construction Contracts Amendment Regulations
2015 with amendments shown with strike-out and highlighting]*

Name of adjudicator:

Date of determination:

Claimant

Name:

Address:

Telephone: (home)(business)

Email address:

Respondent

Name:

Address:

Telephone: (home)(business)

Email address:

Other party

Name:

Address:

Telephone: (home)(business)

Email address:

Details of dispute

Date of claim:

Nature of dispute:

Relief sought:

Determination

Content of determination:

Important: ~~If the determination includes a requirement that you must make a payment, it is important that you read the statement on consequences set out at the end of~~ See below the statement of consequences of not complying with this determination.

Reasons for determination

[This section must be filled in unless the parties to the adjudication have indicated by written agreement that the requirement to give reasons may be dispensed with.]

Charging order

(a) Was a charging order sought over land owned by the respondent?

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Yes/No

or

- (b) Was a charging order sought over land owned by a person other than the respondent? Yes/No

Details of charging order:

An adjudicator may, on his or her own initiative, correct in the determination any errors in computation or any clerical or typographical errors, or any errors of a similar nature, within 2 working days of the parties being given their copies of the determination. You should read the determination thoroughly as soon as you get it. If you think there are any such errors, you should tell the adjudicator at once, so they can be corrected with the time allowed.

Important

Statement of consequences for defendant if the defendant takes no steps in relation to an application by a plaintiff to enforce the adjudicator's determination by entry as a judgment

If the adjudicator's determination states that you, as a party to the adjudication, are liable to make a payment and you fail, before the close of the relevant date, to pay the amount determined by the adjudicator, the plaintiff may do all or any of the following:

- (a) recover from you, as a debt due, in any court,—
 - (i) the unpaid portion of the amount; and
 - (ii) the actual and reasonable costs of recovery awarded against you by that court:
- (b) if the plaintiff carries out construction work under a construction contract, serve notice on you of the plaintiff's intention to suspend carrying out construction work under the contract:
- (c) apply for the adjudicator's determination to be enforced by entry as a judgment in accordance with subpart 2 of Part 4 of the Construction Contracts Act 2002 (the "fast-track" provisions in the Act).

If the adjudicator makes a determination about rights and obligations and any party fails to comply with the determination, the party who wishes to enforce the determination may apply for the adjudicator's determination to be enforced by entry as a judgment in accordance with subpart 2 of Part 4 of the Construction Contracts Act 2002.

Defendant means a party—

- (a) against whom an adjudication determination is made; and
- (b) ~~who is liable, or will be liable if certain conditions are met, to pay an amount of money under the determination; and~~
- (c) against whom enforcement of the determination is sought.

Plaintiff means a party—

- (a) in whose favour an adjudication determination is made; and
- (b) ~~to whom an amount of money is payable, or will be payable if certain conditions are met, under the determination; and~~
- (c) who seeks enforcement of the determination.

Relevant date means—

- (a) the date that occurs 2 working days after the date on which a copy of the relevant determination is given to the parties to the adjudication; or
- (b) if the adjudicator determines a later date, that later date.