

AGREEMENT FOR THE APPOINTMENT OF AN ADJUDICATOR

This form is intended for use with the TeCSA Adjudication Rules

PART 1: THE CONTRACT(S)	
Title of (Main) Contract	
Date of (Main) Contract	
Brief Description of Works	
Employer's Name	
Employer's Address	
(Main) Contractor's Name	
(Main) Contractor's Address	
Title of Sub-Contract (if any)	
Date of Sub-Contract	
Brief Description of the Sub-Contract Works	
Sub-Contractor's Name	
Sub-Contractor's Address	

PART 2: NOTICE TO REFER DISPUTE(S) OR DIFFERENCE(S) TO ADJUDICATION

WHEREAS dispute(s) or difference(s) as hereinafter described have arisen between the parties to the Main Contract/Sub-Contract (as described in Part 1 hereto) in connection with or arising out of the said Contract or the carrying out of the works

NOW we the undersigned hereby give notice requiring the said dispute(s) or difference(s) to be referred to adjudication.

Dated

Signed

For and on behalf of the Employer/(Main) Contractor/ Sub-Contractor

Brief description of the dispute(s) or difference(s) to be referred to adjudication.

PART 3: NOTICE TO CONCUR IN THE APPOINTMENT OF AN ADJUDICATOR

To:

Address:

WE HEREBY call upon you to concur in the appointment of an Adjudicator to hear and determine the dispute(s) or difference(s) between us as set out in Part 2 above.

WE PROPOSE the following person for your consideration and require you within 48 hours of the service of this Notice:

- (a) To agree in writing to his appointment; or
- (b) To propose an alternative person for our consideration failing which we intend to apply to the Chairman of TeCSA to appoint an Adjudicator.

Name of person proposed as Adjudicator

Address of person proposed as Adjudicator

Dated

For and on behalf of the Employer/(Main) Contractor/ Sub Contractor	
Signed:	
PART 4: APPLICATION TO THE CHAIRMAN OF TeCSA TO APPOINT AN ADJUDICATOR	
<p>To: The Chairman TeCSA Adjudication Sub-Committee Glovers 115 Park Street London W1Y 4DY</p> <p>IN THE MATTER OF THE DISPUTE(S) OR DIFFERENCE(S) referred to in part 2 of this form and since the parties have failed to agree upon an Adjudicator we hereby apply to you to appoint an Adjudicator.</p> <p>We enclose a cheque for £ plus VAT in respect of the charge made by TeCSA towards administrative costs in connection with this application. We undertake to pay the reasonable fees and expenses of the Adjudicator in the event that, for any reason, the appointment does not proceed.</p>	
We think it desirable that the Adjudicator should if possible be skilled/have experience in the following fields or professions:	
The amount at issue is approximately:	
<p>Enclose a copy of the contract. Enclose evidence of agreement between the parties that TeCSA Rules should apply.</p>	
Dated	
Signed	
For and on behalf of the Employer/(Main) Contractor/Sub-Contractor	
PART 5: APPOINTMENT OF AN ADJUDICATOR BY THE CHAIRMAN OF THE TECHNOLOGY AND CONSTRUCTION SOLICITORS ASSOCIATION	
From the Chairman	
Copies for information to	
and	

I hereby appoint	
of	
Adjudicator in this matter and I hereby direct that the Adjudication be conducted in accordance with the TeCSA Adjudication Rules currently in force.	
Signed Chairman/Secretary	
Dated	
PART 6: IN THE ALTERNATIVE AGREEMENT FOR THE APPOINTMENT OF ADJUDICATOR	
WE agree to the appointment of _____ as Adjudicator and we agree that the TeCSA Rules shall apply to the Adjudication.	
Signed	
Dated	
PART 7: AGREEMENT OF ADJUDICATOR	
<p>I accept the appointment and undertake to carry out the Adjudicator's duties in accordance with the contract and in accordance with the TeCSA Adjudication Rules.</p> <p>The parties to the Agreement shall pay my fees and expenses in equal shares in accordance with my standard terms and conditions or in any event within four weeks of the date of the invoice, whichever is the shorter.</p> <p>The parties may use any decision I may make to resolve a dispute in connection with the contract between the parties. However the parties and myself as Adjudicator shall treat the Adjudicator's decision and information provided for the Adjudication as confidential.</p> <p>The parties shall indemnify myself as Adjudicator against claims, compensation and cost arising out of my work in connection with an Adjudication and this shall include any additional expenses I may incur if I have to consult others to make a decision.</p> <p>The Adjudication Agreement can be terminated:</p> <p>(a) At any time if the parties agree.</p> <p>(b) By myself if I am prevented from carrying out my work as an Adjudicator</p> <p>(c) After I have given a decision and all the disputes are referred to me.</p>	
Signed by Adjudicator	

Name of Adjudicator	
Address	
Dated	