

## AMENDMENT TO THE ADJUDICATION RULES

**IChemE Grey Book — 3<sup>rd</sup> Edition 2004  
Issued Monday 16<sup>th</sup> January 2012**

### Amendment required

*Delete current Rule 4.1. Add new Rule 4.1 as follows:*

- 4.1** When an Adjudicator has either been named in the Contract or agreed prior to the issue of the Notice, the party issuing the Notice shall at the same time send to the Adjudicator a copy of the Notice with a request for confirmation, within three days of the date of issue of the Notice, that the Adjudicator is able and willing to act.

*Delete current Rule 4.2. Add new Rule 4.2 as follows:*

- 4.2** When an Adjudicator has not been so named or agreed, the Party issuing the Notice may include with the Notice the name(s) of one or more persons with their addresses who are willing to act, and are acceptable to the referring Party, for selection by the other Party. Provided that one of these is acceptable to him, the other Party shall select and notify the referring Party and the selected Adjudicator within three days of the date of issue of the Notice.

*Delete current Rule 4.3. Add new Rule 4.3 as follows:*

- 4.3** Where an adjudicator is not appointed under Rule 4.1 or 4.2, the party issuing the Notice may request IChemE to nominate an Adjudicator. Such request shall be in writing in the form of application given in Annex C, accompanied by a copy of the Notice and the appropriate fee as referred to in Annex D.  
A copy of the request, together with the supporting documentation, shall be sent at the same time to the other Party.

*Delete current Rule 5.1. Add new Rule 5.1 as follows:*

- 5.1** Within 7 days of the issue of the Notice, the Party issuing the Notice shall deliver to the Adjudicator, with a copy to the other party, a full statement of his case which should include:  
(a) a copy of the Notice  
(b) a copy of any adjudication provision in the Contract; and  
(c) the information upon which he relies, including supporting documentary evidence.

*Delete current Rule 8.1. Add new Rule 8.1 as follows:*

- 8.1** The Adjudicator shall reach his decision within twenty-eight days of the date of referral, or such longer period as is agreed by the Parties after the dispute has been referred, and shall issue his decision forthwith. The period of twenty-eight days may be extended by up to fourteen days with the consent of the Party by whom the dispute was referred. The Adjudicator may reach a decision on different aspects of the dispute at different times.

*Delete current Rule 8.3. Add new Rule 8.3 as follows:*

- 8.3** Should the Adjudicator fail to comply with Rule 8.1, either Party may refer the dispute to a replacement Adjudicator to be appointed in accordance with the procedures in Rule 4.

*Delete current Rule 8.4. Add new Rule 8.4 as follows:*

- 8.4** If the Adjudicator fails to comply with Rule 8.1 then no decision made by the Adjudicator shall be of any effect and he shall not be entitled to any fees or expenses. However, the Parties shall be responsible for the fees and expenses of any legal or technical advisor appointed under Rule 7.5 subject to the Parties having received such advice.

*Delete current Rule 8.6. Add new Rule 8.6 as follows:*

- 8.6** The Parties shall be jointly and severally liable for the payment of the Adjudicator's fees and expenses, including those of any legal or technical advisor engaged under Rule 7.5. Subject

to any contractual provision to the contrary, the Adjudicator may determine how payment is to be apportioned between the Parties.

*Delete current Rule 8.7. Renumber Rules 8.8 to 8.12 accordingly.*

*Delete the renumbered Rule 8.8. Add new Rule 8.8 as follows:*

**8.8** The Adjudicator may, on his own initiative or on the application of a party, within five days of delivery of his decision correct the decision so as to remove any clerical or typographical error arising by accident or omission. Any such correction forms part of the decision and shall be delivered to the Parties promptly together with a copy of the corrected decision.

*Delete from Annex A:* 'You are required to agree in writing to the appointment of (one of ) the person(s) named above within four days of the date of this notice. Failing receipt of such written agreement, we shall request the President (or a Past President) of Institution of Chemical Engineers to nominate an Adjudicator.'

*and replace with:* 'You are required to agree in writing to the appointment of (one of ) the person(s) named above within three days of the date of this notice. Failing receipt within three days of the date of this notice of such written agreement, we shall request the Institution of Chemical Engineers to nominate an Adjudicator.'

*Delete from Annex B:* 'I have been appointed by *(agreement between the Parties/the Institution of Chemical Engineers (IChemE))*<sup>†</sup> as Adjudicator in respect of the dispute between you arising under or out of the Contract for .....\*. Having accepted the appointment and agreed to conduct the adjudication I require your agreement to the following:' *and replace with* 'I have been *(appointed by agreement between the Parties/nominated by the Institution of Chemical Engineers (IChemE))*<sup>†</sup> as Adjudicator in respect of the dispute between you arising under or out of the Contract for .....\*. Having agreed to conduct the adjudication I require your agreement to the following:'

*Delete from Annex B:* '2. The adjudication shall be conducted in accordance with the Institution of Chemical Engineers' (IChemE's) Adjudication Rules ('the Rules') published in 2004.'

*and replace with:* '2. The adjudication shall be conducted in accordance with the Institution of Chemical Engineers' (IChemE's) Adjudication Rules ('the Rules') current at the date of issue of the Notice.'

*Delete from Annex C:* '**Application for the appointment of an Adjudicator**' *and replace with* '**Application for the nomination of an Adjudicator**'

*Delete from Annex D:* 'A list of suitably qualified persons from which an Adjudicator may be selected by the Parties is available free of charge from the IChemE's Rugby headquarters'