



ADJUDICATION IRELAND: LOW VALUE DISPUTES PROCEDURE (“LVDP”)

(First Edition 3 December 2024)

An adjudication procedure for low value construction disputes in Ireland.



Adjudication Ireland: Low Value Disputes Procedure

First Edition

Following a workshop facilitated by the Construction Contracts Adjudication Service in June 2022 to review the ongoing operation of the Construction Contracts Act 2013 and the supporting Code of Practice, a group of stakeholders convened a Working Group to establish the merits and potential format for a model Low Value Disputes Procedure (“LVDP”) to support the application of adjudication in Ireland.

The key objectives of the LVDP are to set out a streamlined adjudication procedure for low value disputes, to help ensure that the Adjudicator’s fee is commensurate with the disputed amount, and where desired, to offer certainty as to how much the Adjudicator will charge the parties for making an Adjudicator’s Decision. Additionally, by including an outline timetable for the procedural stages, it provides a flexible yet straightforward approach to the key elements of the adjudication process.

The aspiration is that the LVDP (amended as necessary to align with the statutory regime) will, in due course, be incorporated into the Code of Practice Governing the Conduct of Adjudications for use with lower value adjudications under the Construction Contracts Act 2013 (“the Act”). In the meantime, the LVDP allows the parties to agree to contractual adjudication for low value construction disputes in Ireland, and is complimentary to the statutory adjudication regime as set out in the Act.

The LVDP is for use where the law of the Contract is Ireland.

The LVDP is accompanied by an agreement for the appointment of an adjudicator.

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Cover graphic design created by Ms Andrea Mazurek.

3 December 2024

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The Working Group records the contribution made by Mr Cathal Ryan in undertaking an independent Assessment and Determination of appropriate Schedule B Capped Fees, Schedule C Hours, and Schedule D Nomination Fee.

The Working Group thanks the CIArb, the CIF, and Engineers Ireland for defraying the LVDP Development Expenses.

For general guidance on the use of adjudication in Ireland, refer to the CIC Users' Guide to Adjudication.

Click here to download the [CIC Users' Guide to Adjudication: Ireland](#)

Table of Contents	Page
Preamble.....	5
Definitions.....	5
Application.....	6
Appointment of the Adjudicator.....	6
Conduct of the Adjudication.....	8
The decision.....	10
Miscellaneous Provisions.....	11
Schedules A, B and C Adjudicator’s fees and expenses.....	11
Schedule D Designated Organisations.....	13
Form of Agreement.....	14

Preamble

Purpose of the Adjudication Ireland: LVDP

1. Whereas the objective of adjudication is to reach a fair, rapid and inexpensive decision on a dispute arising under the Contract, there is evidence that Parties are deterred from using adjudication because of the costs involved.
2. The LVDP sets out a streamlined adjudication procedure for Low Value Disputes, and where the Adjudicator's fee can be linked to the amount claimed which provides certainty as to how much the Adjudicator will charge the parties for making an Adjudicator's Decision. By including an outline timetable for the procedural stages, it also provides a flexible yet straightforward approach to the key elements of the adjudication process.

Definitions

3. Meaning of terms used in the LVDP:
 - a) "Act" means the Construction Contracts Act 2013.
 - b) "Adjudication" is a process for resolving a payment dispute arising under the Contract, whereby an independent Adjudicator decides the matter within a prescribed timescale, usually 28 days from the date of delivery of the Referral Notice.
 - c) "Adjudicator" means the person nominated in accordance with this procedure by a Designated Organisation, or agreed by the Parties and who will apply the LVDP. The Adjudicator will have one or more of the qualifications set out in section 8(6) of the Act or will sit on one of the panels of qualified Adjudicators as set out in paragraph 45 below.
 - d) "Adjudicator's Decision" is the Adjudicator's decision on the Dispute.
 - e) "Adjudicator's fees" are the fees and disbursements charged by the Adjudicator as set out in Schedule A, Schedule B or Schedule C.
 - f) "Application fee" is the fee charged by the Designated Organisation for appointing an Adjudicator, at the request (application) of the Referring Party.
 - g) "Code of Practice" is the Code of Practice Governing the Conduct of Adjudications.
 - h) "Contract" is the construction contract as such term is defined in the Act. The exceptions to what is a Contract in respect of value and dwellings as set out at section 2(1) of the Act do not apply to contractual adjudication using this LVDP. As provided for under the Act, the Contract may be an oral agreement between the Parties or may be in writing.
 - i) "Designated Organisation" is an organisation that will nominate an Adjudicator, as set out in Schedule D. The Parties may include one or more Designated Organisations in the Contract.
 - j) "Dispute" means a dispute relating to payment.
 - k) "Jurisdiction" is an Adjudicator's authority to make a decision.
 - l) "Low Value Dispute ("LVD")" is where the total amount claimed is €50,000 or less excluding VAT.
 - m) "Notice of Intention" is the first procedural step in adjudication. The Notice shall set out brief details of the parties involved, the nature and extent of the dispute(s) and the redress sought. Only the dispute(s) described in the Notice may be decided by the nominated Adjudicator.
 - n) "Participating Organisations" are the 8 organisations that participated in the development of the LVDP, and which are listed at page 3 above.
 - o) "Party" means a party to the Contract. 'Referring Party' means the Party who commences adjudication by giving a 'Notice of Intention'. 'Responding Party' is the other Party. Together they are the 'Parties'.

- p) "Referral Notice" is a keystone document and as the Referring Party's principal submission in adjudication, it should contain everything that the Referring Party wants the Adjudicator to consider.
- q) "Response" is the Responding Party's answer to the allegations set out in the Referral Notice.
- r) "Reply to Response" is the Referring Party's answer to the allegations set out in the Response. Its purpose is not to make good any deficiencies in the Referral Notice.

The Adjudicator's role

- 4. The Adjudicator may take the initiative in ascertaining the facts and the law, and may use their own knowledge and experience. The Adjudication shall be neither an arbitration nor an expert determination.

Decision binding in interim

- 5. The Adjudicator's Decision shall be binding until the Dispute is finally determined by legal proceedings, by arbitration (if the Contract provides for arbitration or the Parties otherwise agree to arbitration) or by agreement.

Implementation of the decision

- 6. The Parties shall implement the Adjudicator's Decision on or before any date decided by the Adjudicator or, if no date has been decided by the Adjudicator, within 7 days of the Adjudicator's Decision whether or not the Dispute is to be referred to legal proceedings or arbitration.

Application

Boilerplate LVDP adjudication clause

- 7. The Parties agree that any Low Value Dispute arising from a Contract may at any time be referred to adjudication in accordance with the Adjudication Ireland: Low Value Disputes Procedure ("LVDP").
- 8. This LVDP will be adopted if the Parties have incorporated it into the Contract directly or by reference. The applicable LVDP shall be deemed to be the edition current at the date of the Notice of Intention, unless expressly stated otherwise in the Contract. Alternatively, the Parties may agree to use this LVDP on an ad-hoc basis when a Dispute arises.
- 9. If adopted, the LVDP shall apply without amendments.

Appointment of the Adjudicator

Notice of Intention

- 10. Either Party may give notice, at any time, of its intention to refer a Dispute arising under the Contract to Adjudication by giving a written Notice of Intention to the other Party. The Notice of Intention will comply with the requirements of paragraph 5 of the Code of Practice.

Nomination

- 11. The Parties to a construction contract may, within five days beginning from the day on which the Notice of Intention is served, agree to appoint an Adjudicator of their own choice.

12. Failing agreement by the Parties to select an Adjudicator in accordance with paragraph 11 above, the Referring Party may apply to a Designated Organisation for an Adjudicator to be nominated within five days of receipt of the request. The request shall be in writing, accompanied by a copy of the Notice of Intention and the appropriate fee, and copied to the other Party.
13. The Referring Party must state in the Notice of Intention which of the following Schedules it wishes to use as the basis for calculating the Adjudicator's fees and expenses: (1) Schedule A: based on number of hours/hourly rate, (2) Schedule B: fixed fee (ad valorem) or (3) Schedule C: capped hours.

Conflict of interest

14. Prior to nomination by the Designated Organisation, the prospective Adjudicator will confirm that they:
 - (i) Have no current relationship with either Party nor any connection with the subject matter of the Dispute.
 - (ii) Shall act impartially and have no conflict of interest.
 - (iii) Are able to give the Adjudication the time and attention which the parties to the Dispute are reasonably entitled to expect.
 - (iv) Believe that they are competent to determine the issues in dispute.
 - (v) Will comply with this LVDP and on the basis of the fees and other costs as set out in either Schedule A, Schedule B, or Schedule C.

Adjudicator's terms and conditions

15. Unless the Parties and the Adjudicator otherwise agree, the Adjudicator shall be appointed on the terms and conditions set out in the attached Form of Agreement and shall be entitled to be paid the fee and other costs as set out in Schedule A, Schedule B, or Schedule C below as specified by the Referring Party in the Notice of Intention. Where the Referring Party selects Schedule B: fixed fee (ad valorem), under no circumstance will the Adjudicator be allowed to set their own additional terms and conditions, which allow the Adjudicator to charge more than the 'Ad Valorem' fee in the LVDP.

Objection to appointment

16. Where an Adjudicator is nominated by a Designated Organisation, within two days of such nomination, the Parties will write to the Adjudicator disclosing any information indicating any potential conflict of interest that may arise from the person's appointment as Adjudicator. Absent a valid conflict of interest, if a Party objects to the appointment of a particular person as Adjudicator, the objection or lack of objection shall not invalidate the Adjudicator's appointment or the Adjudicator's Decision that may be made.

Appointment of Adjudicator

17. If the appointment of the prospective Adjudicator is to proceed, whether the Adjudicator is agreed by the Parties or nominated by a Designated Organisation, the prospective Adjudicator shall write to each Party to accept the appointment and the date of the letter of acceptance sent to the Parties shall be deemed to be the date on which the appointment of the Adjudicator is made.

Dispute not suitable

18. If the Adjudicator decides that the Dispute is not suitable for adjudication using the LVDP, the Adjudicator will resign. If the Adjudicator resigns, the LVDP will not be used by a different Adjudicator to decide the same dispute. This provision is not an impediment to the Dispute being decided by adjudication under the Act. A non-exhaustive list of factors which the Adjudicator may consider as deeming a dispute not suitable for adjudication using this procedure is set out in the 'Guidance on suitability' at paragraph 54 below.

Conduct of the Adjudication

Communications protocol

19. The communications protocol is that all communication is to be in writing and cross copied to the other Party and its representative (if any). The Parties will ensure that all correspondence is marked in a manner that indicates that this request is being complied with.

Party representation

20. The Parties may choose to be assisted by professional representatives at any stage of the Adjudication. The Adjudicator will communicate directly with the Parties and copy any Party representatives into such communication.

Referral Notice – statement of case

21. Within 7 days beginning with the date of the Adjudicator's Appointment, the Referring Party shall send the Adjudicator and the Responding Party the Referral Notice. The Referral Notice is a statement of the Referring Party's case including a copy of the Notice of Intention, the Contract, details of the circumstances giving rise to the Dispute, the redress sought, the reasons why it is entitled to the redress sought, and the evidence upon which it relies. The Referral Notice shall include an index which sets out what documents are in the Referral Notice and where the Adjudicator can find each document, or section of document.

Date of referral

22. The date of referral shall be the date on which the Adjudicator receives the Referral Notice.

Adjudication timetable

23. After receiving the Referral Notice, the Adjudicator shall, as soon as reasonably practicable, confirm the adjudication timetable to the Parties in writing. Unless the Adjudicator directs otherwise and subject to paragraph 25 below, the adjudication timetable will be as follows:
 - (i) Based upon the Referral Notice being received by the Adjudicator on Day 1.
 - (ii) The Responding Party will deliver a Response to the Referral Notice no later than Day 14.
 - (iii) If the Referring Party wishes to make any Reply to the Response, it may do so in writing no later than Day 21.
 - (iv) The Parties will receive the Adjudicator's Decision not later than Day 28.

Period for decision

24. The Adjudicator shall reach a decision within 28 days beginning with the day on which the Referral Notice is made or such longer period as is agreed by the Parties after the Dispute has been referred.

25. The Adjudicator may extend the period of 28 days by up to 14 days, with the consent of the Referring Party.

Procedure

26. The Adjudicator shall have complete discretion as to how to conduct the Adjudication, and shall not be required to observe any rule of evidence, procedure or otherwise.

Documents only

27. Disputes under this LVDP are to be decided by the Adjudicator on a documents only basis unless the Adjudicator directs otherwise. Without prejudice to the generality of the powers set out above, the Adjudicator may:

- (i) request a written response, further argument or counter argument;
- (ii) limit the length or timeline for submission of any statement, response or argument;
- (iii) request the production of documents;
- (iv) proceed with the Adjudication and reach a decision even if a Party fails to comply with a request or direction of the Adjudicator;
- (v) issue such further directions as the Adjudicator considers to be appropriate.

Meeting the Parties

28. Where the Adjudicator directs, or the Parties mutually agree that they want to meet the Adjudicator, the Adjudicator will convene a meeting and request the attendance of people whom the Adjudicator considers could assist.

Visit the site

29. The Adjudicator will visit the site where the Adjudicator directs, or the Parties mutually agree to the visit.

Parties to comply

30. The Parties shall comply with any request or direction of the Adjudicator in relation to the adjudication.

Power to open up certificates

31. The Adjudicator may open up, review and revise any certificate, decision, direction, instruction, notice, opinion, requirement or valuation made in relation to the Contract and applicable to the Dispute referred for adjudication.

Obtaining advice

32. The Adjudicator will make the Adjudicator's Decision relying solely on the Adjudicator's own judgement.

Matters to be determined

33. The Adjudicator shall decide only the matters set out in the Notice of Intention.

Adjudicator to apply the law

34. The Adjudicator shall determine the Dispute in accordance with the law of the Contract.

Resignation

35. The Adjudicator may resign at any time by giving notice in writing to the Parties. In the event of resignation, the Adjudicator is not entitled to any fee.

The decision

Authority of Adjudicator

36. The Adjudicator shall take the initiative in ascertaining the facts and the law in relation to the Dispute and may make use of his/her own specialist knowledge, if it is appropriate to do so. The Adjudicator may request any reasonable supporting or supplementing documents pertaining to the Dispute detailed in the Notice of Intention and/or in the Referral and/or in relation to any further submissions made by either of the Parties.

The decision

37. The Adjudicator shall reach its decision and deliver its Decision to both Parties within the time limits in paragraphs 24 and 25 above. The Adjudicator shall be required to give reasons for its Decision unless both Parties agree at any time that the Adjudicator shall not be required to give reasons.

Late decisions

38. If the Adjudicator fails to reach or issue a decision in accordance with paragraph 37 above, the Adjudicator shall not be entitled to any fees or expenses.

Interest

39. The Adjudicator may, in the Adjudicator's Decision, direct the payment of such simple or compound interest, if claimed, from such dates, at such rates and with such rests, as the Adjudicator considers appropriate.

Correction of errors

40. The Adjudicator may on their own initiative or on the application of a Party, correct the Adjudicator's Decision so as to remove a clerical or typographical error arising by accident or omission. Any correction must be made within five days of the delivery of the Adjudicator's Decision to the Parties and the Adjudicator must deliver a copy of the corrected Adjudicator's Decision to each of the Parties. Any correction forms part of the Adjudicator's Decision.

Costs

41. The Parties shall each bear their own costs and expenses incurred in the Adjudication.

Adjudicator's fees and expenses

42. The Parties shall be jointly and severally liable for the Adjudicator's fees and expenses as set out in Schedule A, Schedule B, or Schedule C below. There is a general principle regarding the allocation of costs, namely that the award of costs should follow the success of the Parties' cases; accordingly, the Adjudicator shall apply that norm when deciding which Party will pay the Adjudicator's fees and expenses. If the Adjudicator makes no such direction, the Parties shall pay them in equal shares.

Enforcement

43. The Parties shall be entitled to the redress set out in the Decision. Whether or not the Dispute is to be finally determined by legal proceedings, arbitration, or other alternative dispute resolution processes (“ADR”) provided in the Contract or by agreement, enforcement can be sought in accordance with section 6(11) of the Act. No issue decided by the Adjudicator may subsequently be referred for decision by another Adjudicator.

Subsequent decision by arbitration or court

44. In the event that the Dispute is referred to legal proceedings or arbitration, the Adjudicator’s Decision shall not inhibit the right of the court or arbitrator to determine the Parties’ rights or obligations as if no adjudication had taken place.

Miscellaneous Provisions

Adjudicator qualifications

45. The Designated Organisations will maintain a panel of qualified Adjudicators.

Adjudicator not to be appointed arbitrator

46. Unless the Parties agree, the Adjudicator shall not be appointed as arbitrator in any subsequent arbitration relating to the Dispute between the Parties under the Contract. No Party may call the Adjudicator as a witness in any legal proceedings or arbitration concerning the subject matter of the Adjudication.

Immunity of the Adjudicator

47. The Adjudicator is not liable for anything done or omitted in their discharge or purported discharge of their functions as adjudicator (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Adjudicator is similarly protected from liability.

Reliance

48. The Adjudicator is appointed to decide the Dispute or Disputes between the Parties and the Adjudicator owes no duty to any third party in respect to the Decision.

Proper law

49. This procedure shall be interpreted in accordance with the law of Ireland.

Schedule A, B and C Adjudicator’s fees and expenses

Schedule A - based on number of hours/hourly rate

50. The Adjudicator’s fees and expenses are calculated based on the number of hours the Adjudicator spends on the Adjudication multiplied by the Adjudicator’s hourly rate.

The Adjudicator’s hourly rate is: *[Hourly rate notified by the Adjudicator]*.

Schedule B – fixed fee (ad valorem)

51. The Adjudicator’s maximum fees exclusive of VAT will be fixed as set out below.

Acting as Adjudicator Fees:

Claim value	Adjudicator’s fee
Up to €10,000	€2,000
€10,001 to €30,000	€4,000
€30,001 to €50,000	€6,000
Over €50,000	Amount to be inserted Negotiable (refer to paragraph 53)

Meeting the Parties: Where the Adjudicator meets with the Parties, in addition to the fee above, the Adjudicator will be paid €1,000 plus reasonable travel expenses.

Visit the site: Where the Adjudicator visits the site, in addition to the fee above, the Adjudicator will be paid €1,000 plus reasonable travel expenses.

Schedule C – capped hours

52. The Adjudicator’s fees and expenses are calculated based on the capped number of hours the Adjudicator spends on the Adjudication multiplied by the Adjudicator’s hourly rate.

Claim value	Adjudicator’s capped hours
Up to €10,000	10
€10,001 to €30,000	20
€30,001 to €50,000	30
Over €50,000	Negotiable (refer to paragraph 53)

The Adjudicator’s hourly rate is: *[Hourly rate notified by the Adjudicator]*.

Meeting the Parties: Where the Adjudicator meets with the Parties, in addition to the capped hours above, the Adjudicator will be entitled to be paid for an additional 6 hours, plus reasonable travel expenses.

Visit the site: Where the Adjudicator visits the site, in addition to the capped hours above, the Adjudicator will be entitled to be paid for an additional 6 hours, plus reasonable travel expenses.

Dispute exceeding €50,000

53. Where the Parties have a Dispute where the claim exceeds €50,000, they may choose to follow this procedure. In such circumstance, the prospective Adjudicator shall write to the Parties setting out the basis of their proposed fees and expenses.

Guidance on suitability

54. A non-exhaustive list of factors which the Adjudicator may consider as deeming a Dispute unsuitable for adjudication using the LVDP is where:

- (i) Subject to paragraph 53, where the total amount claimed is greater than €50,000.
- (ii) Where a non-financial remedy such as a declaration of entitlement is sought.
- (iii) The documents included in the Referral, the Response, or the Reply to the Response exceed more than one A4 Lever Arch File (when printed) per submission.

- (iv) The Dispute is prima facie not suitable for the Adjudicator to make an Adjudicator's Decision on a documents only basis.
- (v) There is any argument as to whether the Parties have consented to use the LVDP.
- (vi) The terms of the Contract are not easily discernible.
- (vii) There are any challenges to Jurisdiction, which the Adjudicator decides cannot be dealt with by the Adjudicator within two hours of the Adjudicator's time.

Schedule D Designated Organisations

- 55. (i) Chartered Institute of Arbitrators.
- (ii) Construction Industry Federation.
- (iii) Engineers Ireland.

56. As one of the overriding aims of the LVDP is to reduce costs in adjudicating low value disputes, all designated organisations have agreed a uniform fee for nominating an adjudicator in the amount €250 plus VAT.

Connect with a Designated Organisation

- 57. (i) Click 'on logo' to connect with the Chartered Institute of Arbitrators.



- (ii) Click 'on logo' to connect with the Construction Industry Federation.



- (iii) Click 'on logo' to connect with Engineers Ireland.



FORM OF AGREEMENT

This agreement

is made the day of 20

Between

1.
of.....
.....
(the Referring Party)

2.
of.....
.....
(the Responding Party)

3.
of.....
.....
(the Adjudicator)

A dispute has arisen between the Parties under a Contract between them dated.....in connection with.....
.....

which has been referred to adjudication in accordance with the Adjudication Ireland: Low Value Disputes Procedure and the Adjudicator has been requested to act.

The Parties and the Adjudicator agree that their rights and obligations shall be as set out in and subject to the terms of this Agreement:

- 1. The adjudication shall be conducted in accordance with the LVDP.
- 2. The Parties shall bear their own costs and expenses incurred in the adjudication.
- 3. The Parties shall be jointly and severally liable to pay the Adjudicator’s fees and expenses as set out in either Schedule A, Schedule B, or Schedule C above and in accordance with the LVDP.
- 4. The Adjudicator and the Parties shall keep the adjudication confidential, except so far as is necessary to enable a Party to implement or enforce the Adjudicator’s Decision.
- 5. The Adjudicator may destroy all documents received during the course of the adjudication six months after delivering the Adjudicator’s Decision.

6. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of their functions as adjudicator (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Adjudicator shall be similarly protected from liability.
7. This Agreement shall be interpreted in accordance with the law of Ireland.

Fees Schedule

- a. The Adjudicator shall be paid €..... per hour in accordance with Schedule A – Adjudicator’s fees and expenses above.
- b. The Adjudicator shall be paid in accordance with the ad valorem fee set out in Schedule B – Adjudicator’s fees and expenses above.
- c. The Adjudicator shall be paid €..... per hour in accordance with Schedule A or Schedule C – Adjudicator’s fees and expenses above.
- d. The Adjudicator is / is not* currently registered for VAT (where the Adjudicator is registered for VAT, it shall be payable in accordance with the rates current at the date the work is done).

**delete as applicable*

Signed on behalf of the Referring Party

.....

Dated:

Signed on behalf of the Responding Party

.....

Dated:

Signed by the Adjudicator

.....

Dated: