

Last month, [we took a look at adjudication under NEC3](#) and noted that you need to find an adjudicator with experience in the field. This month, we're looking at adjudication under a different form of construction contract: The JCT contract form.

By far the most widely used UK building contract form is the JCT 2005 document. Actually there is a family of JCT Forms. For the purposes of discussing Adjudication under JCT, we will concentrate on JCT 2005 with Quantities ('SBC/Q').

Like all building and civil engineering projects there are events, which give rise to differences of opinion. A good example is the effect on time and money of a 'change-order'. You can bet that no two surveyors will see it the same way... hence a dispute. Either party can call immediately for an adjudicator. No agreement is needed. Agreement is automatic under JCT. The machinery is embedded because an Act of Parliament (we call it the 'Construction Act') says it must be included. So it only needs one party to call the adjudicator.

How is an adjudicator called? A name may have been agreed when getting into contract, or a name can be now agreed with the other party (a consent agreement). You can also use one of the appointing bodies in the 'Contract Particulars' of the JCT document, or agree a different Adjudicator Nominating Body. (Some ANB's make no charge for appointing a person, an example is adjudication.co.uk ; another is CEDR).

The Rules for Adjudicating are at JCT clause 9.2. On the face of it they are short and sweet. Not actually. The clause refers to a document called 'The Scheme'. Those are Parliament's adjudication rules. (go to www.tonybingham.co.uk/links scroll down to 'The Scheme for Construction Contracts'). It is the machinery rules for the adjudication.

Notice immediately that you must serve a 'Notice of Adjudication'; (see [this article for check list](#)). Apply then for appointment of an adjudicator, and then serve 'The Referral'. (Note there is a JCT adjudication agreement (called ADJ(N) available from JCT if required).

The adjudicator will manage the procedure thereafter.

Remember! The decision is binding until finally decided by Arbitration, Litigation or negotiation. None of "The Scheme" is difficult to follow. The adjudicator, if experienced, will have decided numerous disputes under 'The Scheme'.

Any type of dispute can be brought at any time. The idea is to get a quick decision and thereby avoid a difference of opinion becoming an open wound. The adjudicator is an independent impartial outsider able to objectively decide the outcome. The party liable for the adjudicator's fee is also decided by the adjudicator at his discretion.