

RECOMMENDED ADJUDICATION CLAUSE

The following pro forma adjudication clause is recommended for use with the CAASA Adjudication Rules:

1. In the event of a dispute arising between the Parties, either Party shall be entitled to issue the other with a dispute notice which notice shall refer to this Clause and shall provide details of the dispute. For the purposes of this Clause, “*dispute*” shall be given its widest interpretation and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Contract, the interpretation or application or the provisions of the Contract, the Parties respective rights and/or obligations in terms thereof and/or arising out of the Contract and/or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of the Contract.
2. All notified disputes shall be referred to adjudication in accordance with the then current edition of the CAASA Adjudication Rules (“the Rules”). The adjudicator shall be appointed in accordance with the Rules and his decision shall be made in accordance with the procedures prescribed by the Rules.
3. If either Party issues a notice of dissatisfaction in accordance with the Rules, it shall be referred to arbitration or court as further described in the Contract.
4. Notwithstanding the existence of a dispute, the Parties shall continue to perform and act in accordance with all of their respective obligations under the Contract.

The drafter of the Contract must insert provisions allowing for the dispute to be referred to arbitration or court where a notice of dissatisfaction is issued.