



ICIARB ADJUDICATION RULES 2025

Institute of Construction Industry Arbitrators

THE INSTITUTE OF CONSTRUCTION INDUSTRY ARBITRATORS

DISPUTE BOARD RULES

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DEFINITIONS

Article 1

In These Rules:

'Party' means a party to the construction procurement Contract and includes one or more Parties, as appropriate.

'Adjudicator' means one or three member-panel appointed to resolve Parties' dispute by adjudication.

'Appointing Body' means the Institute of Construction Industry Arbitrators (ICI Arb).

'Rules' means the Adjudication Rules of the Institute of Construction Industry Arbitrators.

'Dispute' means any disagreement arising out of or in connection with a contract, which is referred to a Adjudication for a Decision under the terms of the Contract and pursuant to the Rules.

'Decision' means the final decision, issued in writing by an Adjudicator, as provided under the Rules.

'Date of commencement' means the date upon which the Adjudicator and the Parties sign the Adjudication Agreement.

'the Institute' means the Institute of Construction Industry Arbitrators

'the President' means President of the Institute of Construction Industry Arbitrators

AGREEMENT TO SUBMIT TO THE RULES

Article 2

The parties may in their contract establish Adjudication or agree that these Rules shall govern or apply to their Adjudication.

NUMBER OF ADJUDICATORS

Article 5

(1) Adjudication under these Rules shall consist of one or three persons.

(2) Where the parties have not previously agreed on the number of Adjudicators and if within fifteen days after the receipt by the Institute of an application to constitute an Adjudication Panel the parties have not agreed on the number of Adjudicators, a Sole Adjudicator shall be appointed, except where it appears to the Institute that the case is such as to warrant the appointment of three Adjudicators.

APPOINTMENT OF ADJUDICATORS

Article 3

(1)Where the number of Adjudicators is one, the Institute shall be the appointing authority to appoint the Sole Adjudicator.

(2)Where the parties have not designated an appointing authority or the appointing authority have failed to appoint Adjudicators within the stipulated time, or where no time is stipulated, within 21 days of request for the appointment, the Institute shall, upon application by the parties or one of the parties, appoint one or three Adjudicators, as the circumstances of the case may be require.

(3)Where there are three Adjudicators, the President shall appoint one of the Adjudicators to be the Chairman of the Adjudication Panel.

(4)If at any time, any Adjudicator is either unwilling or unable to act in the capacity necessary for the proper functioning of the Adjudication, the President shall replace the said member with another person.

(5)In the event of replacement of an Adjudicator, all actions taken by the Adjudicators prior to the replacement shall remain valid. Where the Adjudication is composed of three members, the remaining Adjudicators shall not hold hearings or issue Decisions while awaiting replacement of an Adjudicator.

(6)When appointing an Adjudicator, the President shall consider the independence, qualification, availability and skills of the prospective Adjudicator.

CONFLICT OF INTEREST

Article 4

(1)An Adjudicator shall –

(a)have no interest in any of the parties;



(b) not previously have been employed by any of the parties except in such circumstances as were disclosed in writing to the parties before they sign the Adjudication Agreement;

(c) have disclosed in writing with the parties and the other Adjudicators (if any), before entering into the Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of any of the parties, and any previous involvement in the project of which the contract forms part;

(d) not, for the duration of the Adjudication Agreement, be employed by any of the parties, except as may be agreed in writing by the parties and the other members (if any);

(e) comply with any annexed procedural Rules;

(f) not give advice to any of the parties concerning the conduct of the contract, other than in accordance with any annexed procedural Rules;

(g) not while a member enter into discussions or make any agreement with any of the parties regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act as an Adjudicator;

(h) ensure his availability for all site visits and hearings as are necessary;

(i) be conversant with the contract and with the progress of the works (and of any other part of the project of which the contract forms part) by studying all documents received which shall be maintained in a current working file;

(j) treat the details of the contract and all the Adjudicator's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the parties and the other members (if any); and

(k) be available to give advice and opinions on any matter relevant to the contract when requested by the parties, subject to the agreement of the other members (if any).



(2) Should any party wish to challenge an Adjudicator on the basis of an alleged lack of independence or otherwise, it may, within 15 days of learning of the facts upon which the challenge is based, submit to the Institute a request for a decision upon the challenge, including a written statement of such facts. The Institute will finally decide on the challenge after having given the challenged Adjudicator as well as any other Adjudicators and the other party an opportunity to comment on the challenge.

(3) If an Adjudicator is successfully challenged, that Adjudication agreement with the parties shall be terminated forthwith. The resulting vacancy shall be filled following the procedure for the appointment of the challenged Adjudicator.

ADJUDICATION AGREEMENT

Article 5

(1) Before commencing Adjudication activities, every Adjudicator shall sign with the parties an Adjudicator's Agreement. If there are three Adjudicators, each Adjudicator's Agreement shall have substantive terms that are identical to the other Adjudicators' Agreements, unless otherwise agreed by the Adjudicator concerned.

(2) The parties may at any time, without cause and with immediate effect, jointly terminate the Adjudicator's Agreement of any Adjudicator but shall pay the Monthly Retainer Fee to such Adjudicator for a minimum of three months following the termination, unless otherwise agreed by the parties and the Adjudicator concerned. Such termination shall be final and binding on the parties and the Adjudicator.

(3) If an Adjudicator fails to comply with any obligation under these Rules, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to other remedies available to the parties, refund the parties any fees paid to him or indemnify the parties for any expenses incurred by the parties, for proceedings or decisions (if any) of the Adjudicators which are rendered void or ineffective.



(4) Any Adjudicator may terminate the Adjudication Agreement at any time by giving a minimum of three months' written notice to the parties, unless otherwise agreed by the parties and the Adjudicator concerned.

COOPERATION OF THE PARTIES

Article 6

(1) The Parties shall fully cooperate with the Adjudicators and communicate information to them in a timely manner. In particular, the parties and the Adjudicators shall cooperate to ensure that, as soon as possible, after the Adjudicators are appointed, the Adjudicators become fully informed about the contract and its performance by the parties.

(2) The Parties shall ensure that the Adjudicators are kept informed of the performance of the contract and of any disagreement arising in the course thereof by such means as progress reports, meetings and, if relevant to the contract, site visits.

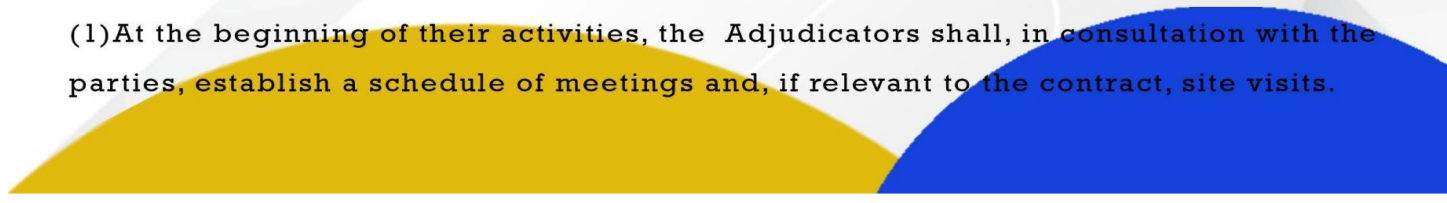
(3) The Adjudicators shall, after consultation with the parties, inform the parties in writing of the nature, format and frequency of any progress report that the parties shall send to the Adjudicators.

(4) If requested by the Adjudicators, the parties, during meetings and site visits, shall provide the Adjudicators with adequate working space, accommodation, means of communication, typing facilities and all necessary office and information technology equipment to enable the Adjudicators perform their functions.

MEETINGS AND SITE VISITS

Article 7

(1) At the beginning of their activities, the Adjudicators shall, in consultation with the parties, establish a schedule of meetings and, if relevant to the contract, site visits.





(2) The frequency of scheduled meetings and site visits shall be sufficient to keep the Adjudicators informed of the performance of the contract and of any disagreement.

(3) Unless otherwise agreed by the parties and the Adjudicators, when site visits are relevant to the contract, there shall be a minimum of four such visits per year. The parties and the Adjudicators shall attend all such meetings and site visits.

(4) In the event that a party fails to attend a scheduled meeting or site visit, the Adjudicators may nevertheless decide to proceed; and in the event that an Adjudicator fails to attend a scheduled meeting or site visit, the Adjudicators may proceed if the parties so agree and the Adjudicators so decides.

(5) Site visits shall take place at the site or sites where the contract is being performed. Meetings can be held at any location agreed by the parties and the Adjudicators. If they do not agree on where to hold a meeting, the Adjudicators shall decide on the location.

(6) During scheduled meetings or site visits, the Adjudicators shall review the performance of the contract with the parties and may provide informal assistance, as set forth in the procedural annex, with respect to any disagreement.

(7) A party may request an urgent meeting or site visit outside the scheduled meetings and site visits. The Adjudicators may accommodate such a request at the earliest possible time and the Adjudicators shall make best efforts to make themselves available for such urgent meetings or site visits within 30 days of the request.

(8) After every meeting and site visit, the Adjudicators shall prepare a written summary of such meeting or site visit including a list of those present.



WRITTEN COMMUNICATIONS AND TIME LIMITS

Article 8

(1) All written notifications or communications, including any enclosures or attachments, from a party to the Adjudicators or from the Adjudicators to the parties shall be communicated simultaneously to all parties and the Adjudicators at the address on record for each Adjudicator and party.

(2) Written notifications or communications shall be sent in the manner agreed between the parties and the Adjudicators or in any manner that provides the sender with proof of the delivery thereof.

(3) A notification or communication shall be deemed to have been made on the date that it was received by the intended recipient or by its representative or would have been received if made in accordance with these Rules.

(4) Periods of time specified in or fixed under these Rules shall start to run on the day following the date a notification or communication is deemed to have been made in accordance with the preceding paragraph. When the day next following such date is an official holiday or non-business day in the country in which the notification or communication is deemed to have been made, the period of time shall commence on the first following business day. Official holidays or non-business days are included in the calculation of the period of time. If the last day of the relevant period of the time granted is an official holiday or non-business day in the country where the notification or communication is deemed to have been made, the period of time shall expire at the end of the first following business day.

BEGINNING AND END OF THE ADJUDICATORS' ACTIVITIES

Article 9

(1) The Adjudicators shall begin their activities after every Adjudicator and the parties have signed the Adjudicator's Agreement.

(2) Unless otherwise agreed by the parties, the Adjudicators shall end their activities upon receiving notice from the parties of their joint decision to disband the Adjudicators.

(3) Any dispute which may arise after the Adjudicators have been disbanded shall be finally settled by Mediative-Conciliation, if the parties have so agreed, or, if not, by arbitration.

POWERS OF THE ADJUDICATORS

Article 10

(1) The proceedings before the Adjudicators shall be governed by these Rules and, where these Rules are silent, by any rules the Adjudicators may settle on.

In particular, in the absence of an agreement of the parties with respect thereto, the Adjudicators shall have the power, inter alia, to:

(a) determine the language or languages of the proceedings before the Adjudicators, due regard being given to all relevant circumstances, including the language of the contract;

(b) require the parties to produce any documents that the Adjudicators deem necessary in order to issue a Decision;

(c) call meetings, site visits and hearings;

(d) decide on all procedural matters arising during any meeting, site visit or hearing;

(e) question the parties, their representatives and any witnesses they may call, in the sequence it chooses;

(f) issue a Decision even if a party fails to comply with a request of the Dispute Board; and

(g) take any measures necessary for it to perform their function as Adjudicators.

(2) Decisions of the Adjudicators regarding the rules governing the proceedings shall be taken by an Adjudicator or, when there are three Adjudicators, by majority vote. If there is no majority, the Decision shall be made by the Chairman of the Panel.



(3) The Adjudicators may take measures for protecting trade secrets and confidential information.

(4) If the contract has more than two parties, the application of these Rules may be adapted, as appropriate, to apply to the multiparty situation, by agreement of all of the parties or, failing such agreement, by the Adjudicators.

PAYMENT OF ADJUDICATORS

Article 11

(1) The Adjudicators shall be paid in the currency named in the Adjudication Agreement as follows:

(a) A retainer fee per calendar month, which shall be considered as payment in full for –

- (i) being available on 28 days' notice for all site visits and hearings;
- (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
- (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
- (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

(2) The retainer fee shall be paid with effect from the last day of the calendar month in which the Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the works. With effect from the first day of the calendar month following the month in which Taking Over Certificate is issued for the whole of the works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the member resigns or the Adjudication Agreement is otherwise terminated. In the event that a Taking-Over Certificate is not part of the contract then until 60 days after the completion of the contract as determined by the Adjudicators.

(3) A daily fee that shall be considered as payment in full for –





(a) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the member's home and the site, or another location of a meeting with the other members (if any);

(b) each working day on site visits, hearings or preparing decisions; and each day spent reading submissions in preparation for a hearing;

(c) all reasonable expenses incurred in connection with the Adjudicators' duties, including the cost of telephone calls, courier charges, faxes and telexes, travel expenses, hotel and subsistence costs: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (a) of this section;

(d) any taxes properly levied in the Country on payments made to the Adjudicators (unless a national or permanent resident of the Country) under this Section.

(4) The retainer and daily fees shall be as specified in the Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the parties and the Adjudicator, at each anniversary of the date on which the Adjudication Agreement became effective.

(5) The Adjudicators shall also be entitled to a sum determined by the Adjudicators as security for the payment of fees and expenses and may request this sum in advance of any invoices and may further request that the said sum be replenished on a regular basis no less

(6) The Adjudicators shall submit invoices for payment of the monthly retainer and airfares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the contractor.

(7) The contractor shall pay each of the Adjudicators' invoices (and requests for security for fees and expenses) in full within 30 calendar days after receiving each invoice and shall apply to the employer (in the statements under the contract) for reimbursement of one-half of the amounts of any such invoices.





(8) If the contractor fails to pay to the Adjudicators the amount to which they are entitled under the Adjudication Agreement, the employer shall pay the amount due to the Adjudicators and any other amount that may be required to maintain the operation of the Adjudication; and without prejudice to the employer's rights or remedies. In addition to all other rights arising from this default, the employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges.

(9) If the Adjudicators do not receive payment of the amount due within 60 days after submitting an invoice, the Adjudicators may—

(a) suspend his services (without notice) until the payment is received, or

(b) resign their appointments by giving notices under these Rules.

PROCEDURES BEFORE THE ADJUDICATORS

Article 12

(1) On their own initiative or upon the request of any party and in either case with the agreement of all of the parties, the Adjudicators may informally assist the parties in resolving any disagreements that may arise during the performance of the contract. Such informal assistance may occur during any meeting or site visit. A party proposing the informal assistance of the Adjudicators shall endeavour to inform the Adjudicators and the other party well in advance of the meeting or site visit during which such informal assistance would occur.

(2) The informal assistance of the Adjudicators may take the form of a conversation among the Adjudicators and the parties; separate meetings between the Adjudicators and any party with the prior agreement of the parties; informal views given by the Adjudicators to the parties; a written note from the Adjudicators to the parties; or any other form of assistance which may help the parties resolve the disagreement.

(3) The Adjudicators, if called upon to make a Decision concerning a disagreement with respect to which they have provided informal assistance, shall not be bound by any views, either oral or in writing, which they may have given in the course of their informal assistance.



FORMAL REFERRAL OF DISPUTES FOR A DECISION; STATEMENT OF CASE

Article 13

(1) Any party shall refer a dispute to the Adjudicators by submitting a written statement of its case (the 'Statement of Case') to the other party and the Adjudicators. The Statement of Case shall include:

- (a) a clear and concise description of the nature and circumstances of the dispute;
- (b) a list of the issues submitted to the Adjudicators for a Decision and a presentation of the referring party's position thereon;
- (c) any supports for the referring party's position such as, documents, drawings, schedules and correspondence;
- (d) a statement of what the referring party requests the Adjudicators to determine.

(2) The date on which the Statement of Case is received by the Sole Adjudicators or the Chairman of the Adjudicators, as the case may be, shall be deemed to be the date of the commencement of the referral.

(3) The parties remain free to settle the dispute, with or without the assistance of the Adjudicators, at any time.

RESPONSE AND ADDITIONAL DOCUMENTATION

Article 14

(1) Unless the parties agree otherwise or the Adjudicators order otherwise, the responding party shall file his Response to the Statement of Case in writing within 30 days of receiving the Statement of Case. The Response shall include:



(a) a clear and concise presentation of the responding party's position with respect to the dispute;

(b) any support for its position such as documents, drawings, schedules and correspondence;

(c) a statement of what the responding party requests the Adjudicators to determine;

(2) The Adjudicators may at any time request a party to submit additional written statements or documentation to assist the Adjudicators in preparing their Decision. The Adjudicators shall communicate in writing to the parties of such requests.

ORGANIZATION AND CONDUCT OF HEARINGS

Article 15

(1) A hearing regarding a Dispute shall be held unless the parties and the Adjudicators agree otherwise.

(2) Unless the Adjudicators order otherwise, hearings shall be held within 15 days from the date on which the Sole Adjudicator or the Chairman of the Adjudicators, as the case may be, receives the Response or in the event of no Response, as deemed necessary.

(3) Hearings shall be held in the presence of all the Adjudicators unless the Adjudicators decide, in the circumstances and after consultation with the parties, that it is appropriate to hold the hearing in the absence of one of the Adjudicators; provided, however, that prior to the replacement of an Adjudicator a hearing may be held with the two remaining Adjudicators only with the agreement of all of the parties.

(4) If any of the parties refuses or fails to take part in the Adjudication procedure or any stage thereof, the Adjudicators shall proceed notwithstanding such refusal or failure.

(5) The Adjudicators shall be in full charge of the hearings.





(6) The Adjudicators shall act fairly and impartially and ensure that each party has a reasonable opportunity to present his case.

(7) The parties shall appear in person or through duly authorized representatives who are in charge of the performance of the contract. In addition, advisors may assist them.

(8) Unless the Adjudicators decide otherwise, the hearing shall proceed as follows:

(a) presentation of the case, first by the referring party and then by the responding party;

(b) identification by the Adjudicators to the parties of any matters that need further clarification;

(c) clarification by the parties concerning the matters identified by the Adjudicators;

(d) responses by each party to clarifications made by the other party, to the extent that new issues have been raised in such clarifications.

(9) The Adjudicators may request the parties to provide written summaries of their presentations.

(10) The Adjudicators may deliberate at any location they consider appropriate before issuing their Decision.

DECISION OF THE ADJUDICATORS

Article 16

(1) The Adjudicators shall issue their Decision within 90 days from the date of commencement as defined in these Rules. However, the parties may agree to extend the time limit. In deciding whether to do so, the parties shall consult with the Adjudicators and shall take into account the nature and complexity of the Dispute and other relevant circumstances.



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- (2) The Decision of the Adjudications shall be binding for 28 days, and if there is no request for Mediative-Conciliation or arbitration by a party after 28 days; the Decision shall be final.

CONTENTS OF A DECISION

Article 17

Decisions of the Adjudicators shall indicate the date on which they are issued and shall state the findings of the Adjudicators as well as the reasons upon which they are based. Decisions may also include:

- (a) a summary of the Dispute, the respective positions of the parties and the Decision requested;
- (b) a summary of the relevant provisions of the contract;
- (c) a chronology of relevant events;
- (d) a summary of the procedure followed by the Adjudicators; and
- (e) a list of the submissions and documents provided by the parties in the course of the procedure.

MAKING OF THE DECISION

Article 18

- (1) When the Adjudication is composed of three Adjudicators, a Decision is given by the majority. If there is no majority, the Decision shall be made by the Chairman of the Adjudicators.
- (2) Any Adjudicator who disagrees with the Decision shall give the reasons for such disagreement in a separate written report that shall not form part of the Decision but shall be communicated to the parties. Any failure of an Adjudicator to give such reasons shall not prevent the issuance or the effectiveness of the Decision.
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CORRECTION AND INTERPRETATION OF DECISIONS

Article 19

(1) On their own initiative, the Adjudicators may correct a clerical, computational or typographical error, or any errors of a similar nature, contained in a Decision, provided such correction is submitted to the parties within 28 days of such Decision.

(2) Any party may apply to the Adjudicators for the correction of an error of the kind mentioned in paragraph (1) above in their Decision, or for the interpretation of a Decision. Such Party must make such application to the Adjudicators within 28 days of the receipt of the Decision.

(3) After receipt of the application for correction or interpretation by the Sole Adjudicator or the Chairman of the Adjudication, as the case may be, the Adjudicators shall grant the other party a 7-day time limit from the receipt of the application for correction or interpretation by that party, to submit any comments thereon. Any correction or interpretation of the Adjudicators shall be issued within 28 days from the expiration of the time limit for the receipt of any comments from the other party. However, the parties may agree to extend the time limit for the issuance of any correction or interpretation.

(4) Should the Adjudicators issue a correction or interpretation of the Decision, all time limits associated with the Decision shall recommence to run upon receipt by the parties of the correction or interpretation of the Decision.

ADMISSIBILITY OF DECISIONS IN SUBSEQUENT PROCEEDINGS

Article 20

Unless otherwise agreed by the parties, any Decision shall be admissible in any judicial or arbitral proceedings.



ADMINISTRATIVE EXPENSES

Article 21

(1) The Institute's administrative expenses include an amount for each appointment of an Adjudicator, and an amount for each decision upon a challenge of an Adjudicator.

(2) For each request for appointment of an Adjudicator, the Institute shall charge a non-refundable fee of N100,000.00 from the requesting party. This amount shall represent the total cost for the appointment of Adjudicators by the Institute.

(3) The Institute shall not proceed with the appointment unless the requisite payment has been received. The parties shall share the cost of each appointment by the Institute equally.

(4) For each decision, upon a challenge of an Adjudicator, the Institute shall fix administrative expenses in an amount not exceeding the maximum sum of N100,000.00. This amount shall represent the total cost for the decision upon one challenge of an Adjudicator.

(5) The Institute shall not proceed with the rendering of its Decision and the making of the challenge shall have no effect unless the said amount has been received. The cost of each Decision by the Institute shall be borne by the party making the challenge.

(6) If a party fails to pay its share of the administrative expenses of the Institute, the other party shall be free to pay the entire amount of such administrative expenses and thereupon this shall be determined by a Decision as to this payment by the Adjudicators.

GENERAL RULES

Article 22

Neither the Adjudicators, nor the Institute nor any employee of the Institute shall be liable to any person for any act or omission in connection with the Adjudication proceedings.



APPLICATION OF THE RULES

Article 23

(1) These Rules shall govern any adjudication proceedings where –

- (a) the parties have agreed that the Adjudication shall be facilitated, supervised or administered by the Institute;
- (b) the parties have agreed that these Rules shall apply to the Adjudication proceedings;
- (c) by any law or order of the court, Adjudication is to be facilitated, supervised or administered by the Institute; or
- (d) by any law or order of the court, these Rules are to apply to Adjudication proceedings.

(2) In all matters not expressly provided for in these Rules, the Adjudicators shall act in the spirit of these Rules and shall make every effort to make sure that Decisions are issued in accordance with these Rules.



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