CONSTRUCTION ADJUDICATION AUTHORITY

TERMS AND CONDITIONS FOR ADJUDICATORS

10 October 2026

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Part 1 — Introduction and how these Terms apply

1.1 These terms and conditions (**Terms**) are an agreement between Construction Adjudication Authority Limited (**CAA**, **we**, **us**, **our**) and you, an adjudicator on, or applying for appointment to, the CAA List of Adjudicators (**you**, the **Adjudicator**).

1.2 CAA is a company authorised by the Minister for Building and Construction to act as an authorised nominating authority (**ANA**) under section 65 of the Construction Contracts Act 2002 (**Act**), with effect from 25 June 2026. As an ANA, CAA nominates adjudicators to determine disputes under the Act.

1.3 These Terms have two aspects: (a) standing terms that apply for as long as you remain on the CAA List (in particular Parts 3 to 8, 12 and 13); and (b) appointment terms that apply each time CAA nominates you to a particular dispute (in particular Parts 9 to 11). Agreeing to, and complying with, these Terms and the Manual is a condition of your inclusion on the CAA List.

1.4 These Terms must be read together with the Act, the Construction Contracts Regulations 2003 (**Regulations**), the CAA Manual (**Manual**), and the AMINZ Code of Ethics.

1.5 You agree to these Terms by signing them. CAA will add you to the CAA List only after you have signed these Terms.

Part 2 — Definitions and interpretation

In these Terms, unless the context requires otherwise:

Act means the Construction Contracts Act 2002.

Advisory Board means the CAA Advisory Board described in the Manual.

AMINZ means the Arbitrators' and Mediators' Institute of New Zealand Incorporated.

Annual Declaration means the annual declaration described in Part 5.

CAA List means the list of adjudicators approved by CAA and available for nomination.

CPD means continuing professional development.

Determination means your determination of a dispute under section 46 of the Act.

Director means the director of CAA, or a person performing that role.

IBA Guidelines means the IBA Guidelines on Conflicts of Interest in International Arbitration (2024).

Manual means the CAA Manual published by CAA and amended from time to time, which sets out the professional standards, ethical obligations and procedural requirements for CAA adjudicators.

Nomination means CAA's nomination of you to act as adjudicator in a particular dispute, and Nominate has a corresponding meaning.

Notice of Acceptance means a notice of acceptance under section 35A of the Act.

Notice of Willingness to Act means a notice under section 35(1) of the Act indicating whether you are willing and able to act.

NZLS means the New Zealand Law Society.

Referring Party means the claimant that refers a dispute to adjudication and requests CAA to nominate an adjudicator; and Parties means the claimant and the respondent to an adjudication.

Security Deposit means an amount you require to be paid as security for your fees and expenses before you serve a Notice of Acceptance.

Website means CAA's website on which CAA publishes the CAA List (showing each adjudicator's required Security Deposit and, at the adjudicator's election, their hourly rate, a range within which their hourly rate falls, or "Price on Inquiry"), its forms, its complaints process, and its terms.

Working Day has the meaning given in section 5 of the Act.

Working Hour means an hour between 9:00 am and 5:00 pm on a Working Day.

2.1 In these Terms: headings are for convenience only; the singular includes the plural and vice versa; a reference to a statute includes its amendments, replacements and regulations made under it; including and similar words are not words of limitation; a reference to dollars is to New Zealand dollars; and a reference to a Part or clause is to a Part or clause of these Terms.

Part 3 — Eligibility and admission to the CAA List

Minimum criteria

3.1 To be admitted to, and to remain on, the CAA List, you must:

(a) have at least 10 years' experience in construction or infrastructure law or litigation;

(b) have been an adjudicator or counsel in at least five adjudications under the Act or an equivalent statutory adjudication scheme in another jurisdiction;

(c) be a partner, special counsel, or senior associate (or equivalent) in the construction, infrastructure or litigation team of a New Zealand law firm, or a barrister sole practising in construction, infrastructure or litigation;

(d) be a member of NZLS with a current practising certificate;

(e) be qualified as an associate or fellow of AMINZ, unless the Advisory Board approves your appointment under clause 3.6;

(f) be registered for goods and services tax under the Goods and Services Tax Act 1985, or supply your adjudication services through an entity that is so registered;

(g) have agreed in writing to these Terms; and

(h) not be a director, case manager, shareholder, or Advisory Board member of CAA.

Application and appointment

3.2 To apply for appointment, you must email the Director a signed copy of these Terms, a current curriculum vitae, together with evidence of your qualifications and professional memberships, and the names of at least two professional references.

3.3 The Director will review your application against the minimum criteria, may make further inquiries (including with NZLS and AMINZ), and will contact your referees. The Director will then refer your application, with a report, to the Advisory Board.

3.4 The Advisory Board makes the final, binding recommendation on whether you are approved for appointment. CAA will notify you of the decision in writing. You will be added to the CAA List only after CAA has countersigned these Terms.

3.5 Appointment to the CAA List is at CAA's discretion in accordance with the Manual. Being on the CAA List does not guarantee that you will be nominated to any, or any particular number of, adjudications.

3.6 If you meet each of the minimum criteria in clause 3.1 other than clause 3.1(e), the Advisory Board may nevertheless approve your appointment if it is satisfied that your experience and standing in construction law and in adjudication under the Act make you suitable for the CAA List. The Advisory Board may make its approval subject to conditions, including that you complete AMINZ adjudication training or become an associate or fellow of AMINZ within a stated period, and may direct that you be suspended or removed from the CAA List if a condition is not met. If you are approved under this clause: (a) you must comply with the AMINZ Code of Ethics under these Terms and the Manual whether or not you are a member of AMINZ; and (b) the requirements in clauses 4.1(b), 5.1 and 5.3(d) that relate to AMINZ apply to you only to the extent of any condition the Advisory Board imposes.

Part 4 — Your ongoing obligations while on the List

4.1 For as long as you are on the CAA List, you must:

(a) comply with these Terms, the Manual (as amended), the Act, the Regulations, and the AMINZ Code of Ethics;

(b) remain a member of NZLS with a current practising certificate, and, subject to clause 3.6, remain an associate or fellow of AMINZ, in each case in good standing;

(c) meet the CPD requirements set out in Part 5;

(d) be familiar with, or promptly familiarise yourself with, CAA's processes and forms for administering nominations and adjudications; and

(e) act at all times in a manner consistent with the standing and reputation of CAA and the integrity of adjudication under the Act.

4.2 You must be registered for goods and services tax and tell CAA your registration number. You must keep CAA informed by promptly notifying CAA in writing of any change to:

(a) your bank account details for the disbursement of funds. A change to those details takes effect only when CAA has verified it by telephone call to the number CAA holds on file for you;

(b) your hourly rate for adjudications;

(c) the Security Deposit you require (whether a fixed amount or an amount calculated as a percentage of the amount in dispute); and

(d) your registration for goods and services tax, or your registration number.

4.3 You must notify CAA in advance of any period of three months or more during which you will be unavailable to accept nominations, so that CAA can record your availability accurately.

4.4 You must notify CAA in writing, as soon as reasonably practicable, if:

(a) any complaint is made against you to NZLS, AMINZ, or any other professional body in relation to your work as an adjudicator;

(b) you cease to hold a current practising certificate, or your NZLS or AMINZ membership is suspended, cancelled, or made subject to conditions;

(c) you become subject to any adverse disciplinary finding, bankruptcy or insolvency event, or relevant criminal charge or conviction; or

(d) any other matter arises that affects, or may affect, your eligibility for the CAA List or your ability to perform the functions of an adjudicator.

Part 5 — Continuing professional development and the Annual Declaration

5.1 You must comply with the CPD obligations of NZLS and, subject to clause 3.6, of AMINZ and, where possible, undertake CPD that is specifically relevant to construction law and adjudication.

5.2 On or before 1 March each year, CAA will request you to complete an Annual Declaration. You must complete, sign, and return it to the Director within 20 Working Days of the request.

5.3 In the Annual Declaration you must confirm that you:

(a) have complied with clause 5.1 for the preceding year;

(b) have not been the subject of any adverse complaint outcome from the Advisory Board, NZLS, or AMINZ in relation to any CAA-appointed adjudication;

(c) have read, understood, and agree to continue to be bound by the most current version of the Manual; and

(d) remain a member in good standing of NZLS (with a current practising certificate) and, subject to clause 3.6, AMINZ.

5.4 If you do not return a completed Annual Declaration within the 20 Working Day period, you will be suspended from the CAA List immediately and will not be eligible for nomination until a compliant declaration is received. CAA will notify you in writing of any such suspension.

5.5 If an Annual Declaration discloses any non-compliance, or is found to contain false or misleading information, the matter will be referred to the Advisory Board, which may impose sanctions including permanent removal from the CAA List.

5.6 You agree to the Advisory Board's Proactive Performance Review, under which a random, anonymised sample of determinations is audited each year for procedural compliance with the Act and the Manual. This review is a quality-assurance process and is not an appeal of any Determination.

Part 6 — Professional standards and duties

6.1 In conducting any adjudication, you must comply with the duties of an adjudicator under section 41 of the Act, namely to: act independently, impartially, and in a timely manner; avoid incurring unnecessary expense; comply with the principles of natural justice; disclose any conflict of interest to the Parties; and resign if a conflict of interest arises, unless all Parties agree otherwise.

6.2 You must exercise your powers and perform your functions in accordance with the Act (including sections 42, 46, 48 and 57), the Manual, and the AMINZ Code of Ethics, and must issue your Determination within the time allowed by the Act.

6.3 You remain solely and personally responsible for the conduct of each adjudication and for the content of each Determination, and must not delegate your decision-making function.

Part 7 — Conflicts of interest and impartiality

7.1 CAA adopts the IBA Guidelines as the standard for assessing, disclosing and managing conflicts of interest. You must be familiar with, and act in accordance with, the IBA Guidelines.

7.2 You must not accept a Nomination if any circumstance described in the IBA Non-Waivable Red List, Waivable Red List, or Orange List applies. The duty to disclose any other matter that may, in the eyes of a Party, give rise to justifiable doubts as to your impartiality or independence is paramount and continuous.

7.3 Before accepting a Nomination you must review the Notice of Adjudication, the Referring Party's application, and the names of the Parties, their known representatives, and the nature of the dispute, and certify that no disqualifying conflict exists.

7.4 If a conflict or potential conflict arises or becomes apparent during an adjudication, you must immediately cease all substantive work, notify CAA and all Parties in writing of the circumstances, and resign unless all Parties consent to your continuing to act.

Part 8 — Confidentiality, privacy, assistants and artificial intelligence

8.1 You must keep confidential all information that is confidential under section 68 of the Act, including any statement, admission, document or information created, made or disclosed for the purposes of an adjudication. This duty continues indefinitely, including after the adjudication concludes.

8.2 You may disclose confidential information only: with the express consent of all Parties; to the extent the information is lawfully in the public domain; to the extent necessary for the purposes of the adjudication or the enforcement of your Determination; as required by law or court order; or for the purpose of responding to a complaint under the Manual.

8.3 Consistent with section 68(2)(c) of the Act, you may use your employees, partners, or others in your firm (**Assistants**) for administrative, organisational, research, and drafting assistance. You must not delegate your decision-making function, and you remain solely responsible for all findings and for the Determination. Before giving an Assistant access to confidential information, you must ensure the Assistant is bound by the same duties of confidentiality.

8.4 You must handle personal information in accordance with the Privacy Act 2020.

8.5 You must comply with the Manual's policy on the use of artificial intelligence (**AI**).

Part 9 — Accepting a nomination

9.1 When CAA Nominates you, CAA will ask you to respond within eight Working Hours. You must promptly review the Parties' details and the Notice of Adjudication and either accept, or decline, the Nomination within that time. If you do not respond within eight Working Hours, or cannot certify that you are free of conflict, CAA may withdraw the Nomination and approach another adjudicator.

9.2 You will accept a Nomination only if, having reviewed the Parties' details and the Notice of Adjudication:

(a) you are willing and able to act as adjudicator for the dispute, and you meet the criteria for appointment under section 34 of the Act;

(b) you undertake to act in accordance with the Act, the Manual, and the AMINZ Code of Ethics;

(c) you are independent of each of the Parties and intend to remain so, and to the best of your knowledge there are no circumstances likely to give rise to justifiable doubts as to your impartiality or independence, and no circumstance described in clause 7.2 applies;

(d) there are no health or other issues that may affect your ability to perform the role of adjudicator;

(e) you have capacity to perform the role within the statutory timeframes, subject to any extension under section 46(2) of the Act; and

(f) you undertake to comply with the continuing duty of disclosure in clause 7.2 until the adjudication is concluded.

9.3 You authorise CAA to act as your agent to serve on the Parties, on your behalf: your Notice of Willingness to Act (section 35(1)); your Notice of Acceptance (section 35A); and your Determination (section 46). You further authorise CAA, as your agent, to receive payment of your fees and expenses on your behalf, with taxable supply information issued as Part 10 provides. CAA does not receive a Security Deposit on your behalf. CAA receives each Security Deposit as stakeholder in accordance with clause 11.5. The adjudication commences when your Notice of Acceptance is served, following payment of any Security Deposit.

9.4 You must conduct the adjudication in accordance with the statutory timetable, including the service of the claim, response, reply, and any rejoinder (sections 36 to 37A), and the issuing of your Determination within the time allowed by section 46.

Part 10 — Fees, CAA's charge and payment

10.1 Your fee for an adjudication must be reasonable and may include only: (a) your time at the hourly rate you have notified to CAA that is current at the time of the Referring Party's Application, which rate includes CAA's charge under clause 10.4 as an expense you incur; (b) other expenses reasonably incurred; and (c) any other amounts an adjudicator may charge under the Act.

10.2 Your required Security Deposit is published on the Website, and you must keep it, your hourly rate, and any range displayed, current under clause 4.2. You may elect for the Website to display, instead of your hourly rate, either: (a) a range within which your hourly rate falls; or (b) "Price on Inquiry", in which case you authorise CAA to advise a prospective Referring Party of your hourly rate when contacted.

10.3 On completing your Determination, you will notify CAA of the hours you have spent on the adjudication and the particulars and amounts of any expenses and other amounts charged under clause 10.1, and will confirm that you completed the Determination within the time allowed by section 46(2) of the Act. CAA will calculate the charge for your time from the hours notified, at the rate applicable under clause 10.1(a), and will itemise, in the notification under paragraph (a) and in the taxable supply information under paragraph (b), your fee for that time and CAA's charge under clause 10.4 as an expense you have incurred. You authorise CAA to require payment of your fee and expenses in full before the Determination is communicated to the Parties (section 57(6)), to release the Determination once payment in full is received, and to proceed as follows:

(a) CAA will notify the Parties of the total amount and of the balance required, after allowing for any Security Deposit and other funds held, to obtain release of the Determination, by a notification that is a request for payment, not taxable supply information;

(b) when CAA holds cleared funds for your fee and expenses in full, CAA will, at the same time: (i) issue CAA's taxable supply information to each Party for the amounts that Party has paid, dated the date of the notification under paragraph (a) and giving credit for the funds held; (ii) apply the funds held in payment; and (iii) release the Determination;

(c) if the balance is not paid in full within ten Working Days of the notification under paragraph (a), CAA may issue the taxable supply information for the amounts paid and apply the funds it holds towards payment, and the Determination will not be released until your fees and expenses are paid in full, unless you direct release earlier; and

(d) the taxable supply information will not reflect any apportionment of your fees and expenses in the Determination, which takes effect between the Parties on release, and either Party may pay all or part of the balance at any time without prejudice to that apportionment or to recovery between the Parties.

10.4 CAA's charge for administering and case-managing the adjudication is an amount equal to 10% of the amount charged for your time under clause 10.1(a), plus GST, and does not apply to disbursements. CAA's charge is payable by you to CAA, is an expense you incur in the adjudication, and forms part of the fees and expenses to which you are entitled under section 57(1) of the Act. It is included in the hourly rate you notify under clause 4.2 and is itemised as your expense in the request for payment and the taxable supply information issued to the Parties under clause 10.3. You authorise CAA to collect CAA's charge on your behalf from the amounts the Parties pay, to retain it in satisfaction of your liability for it, and to pay the balance to your nominated bank account within two Working Days of CAA receiving cleared payment. CAA's taxable supply information for its charge is provided as clause 10.7 records.

10.5 All amounts are in New Zealand dollars and GST is payable in addition where applicable. You are responsible for your own tax obligations. You are not an employee or partner of CAA, and CAA acts as your agent only for the limited purposes set out in clause 9.3.

10.6 For GST purposes only, you and CAA agree, and record that agreement in these Terms for every supply of your adjudication services under them, that section 60(1B) of the Goods and Services Tax Act 1985 applies, so that each supply is treated as a supply by you to CAA and a supply by CAA to the Parties, with CAA treated as if it were the principal for the purposes of the supply to the Parties. This treatment applies for GST only. It does not alter your appointment, the Parties' joint and several liability for your fees and expenses under section 57(2) of the Act, or any other right or obligation under these Terms.

10.7 CAA will issue buyer-created taxable supply information for each supply of your adjudication services to CAA, showing your GST registration number as notified under clause 4.2, and CAA's charge under clause 10.4, being your expense that CAA collects on your behalf and retains, may appear on the same document as a deduction, in which case that document is also CAA's taxable supply information for the charge. You agree that only CAA will provide taxable supply information for the adjudication, and you will not issue an invoice or taxable supply information for it to CAA or to a Party. The reasons for this agreement are: CAA standardises invoicing for

CAA-nominated adjudications, CAA knows when the time of supply is triggered, and it is standard practice for an agent to invoice on a principal's behalf.

Part 11 — Security deposits and statutory fee protections

11.1 You may require a Security Deposit to be paid before you serve a Notice of Acceptance. CAA will request and hold the Security Deposit on the basis set out in CAA's terms with the Referring Party.

11.2 In accordance with section 57(5) of the Act, if you fail to determine the dispute within the time allowed by section 46(2), you are not entitled to any fees or expenses. In that case you authorise and direct CAA to refund the Security Deposit in full to the paying Party or Parties (pro rata) within five Working Days, and you will not seek to recover any fee or expense to which you are not entitled.

11.3 If an adjudication ends early, for example because the claim is withdrawn under section 39, the dispute is settled, or the adjudication is otherwise terminated, and you remain entitled under section 57(7) of the Act to fees for the work done to that point, CAA will issue the taxable supply information for your fees for the work actually performed, itemised as clause 10.3 provides, and refund any balance of the Security Deposit to the paying Party or Parties (pro rata) within five Working Days of doing so.

11.4 You authorise CAA to hold and apply Security Deposits, and to make refunds, in accordance with the Act and CAA's terms with the Referring Party. You also authorise CAA to decline to accept, or to return, a payment where CAA considers it necessary in order to comply with the law, and CAA is not liable to you for the consequences of a payment so declined or returned.

11.5 CAA holds each Security Deposit, and any payment of your fees and expenses it receives, on trust for the person or persons entitled to the funds until they are disbursed in accordance with these Terms. CAA holds those funds in a bank account that CAA uses only for funds it holds for others and that is separate from CAA's operating account. CAA receives each payment of a Security Deposit, and each payment towards your fees and expenses, as stakeholder for the person making that payment and for you, and not for your benefit. CAA holds those funds in that character until your fee is ascertained and CAA applies the funds held in payment of it under clause 10.3 or clause 11.3, from which time CAA holds so much of the funds as equals that fee for you, and any balance for the person or persons who paid it, pro rata to their contributions.

11.6 Where an adjudication is completed and your fees and expenses are less than the Security Deposit held, you authorise and direct CAA to refund the difference to the paying Party or Parties (pro rata to their contributions) within five Working Days of CAA releasing your Determination.

11.7 Recovery of any balance of your fees and expenses that remains unpaid after CAA has applied the funds it holds is your responsibility, at your cost. CAA will provide you with the taxable supply information, the payment history, and the records of the adjudication that you reasonably require for recovery, but CAA has no obligation to demand, sue for, or otherwise

pursue payment of your fees and expenses. CAA's charge under clause 10.4 applies only to amounts received by CAA, and CAA waives it for any amount you recover directly from a Party. The Terms and Conditions with Referring Party provide, for your benefit, for interest on amounts unpaid after their due date and for the costs of recovery, and you may enforce those provisions directly against the Referring Party under section 12 of the Contract and Commercial Law Act 2017.

Part 12 — Complaints and quality assurance

12.1 You are bound by, and must cooperate fully and in good faith with, the complaints and quality-assurance processes in the Manual.

12.2 A Party (or their representative) may complain in writing to the Director about your conduct or your performance of your functions and duties under the Act. The Director conducts an initial review and, if the complaint is accepted, investigates it, including by providing you with the complaint and inviting your written response within 20 Working Days.

12.3 The Director may place you on interim suspension, so that you are not eligible for new nominations while a complaint is investigated, if the Director considers the allegation sufficiently serious.

12.4 The Advisory Board is the final and binding decision-maker on complaints, subject only to your right to arbitration under clause 16.8. Based on its determination, the Advisory Board may direct CAA to: take no action; issue a warning; require you to undertake mentoring or specific CPD; suspend you from the CAA List for a period; permanently disqualify and remove you from the CAA List; or refer the matter to NZLS or AMINZ.

12.5 The complaints process is private and confidential, and is not an appeal of any Determination. A failure by you to respond to an investigation may itself be grounds for a sanction.

12.6 You must provide CAA with a copy of any Determination on request for the purpose of the Proactive Performance Review.

Part 13 — Suspension and removal from the List

13.1 CAA may suspend you from the CAA List, so that you are not eligible for new nominations, under clause 5.4 or clause 12.3, or if you cease to meet any minimum criterion in clause 3.1 or are in breach of these Terms or the Manual.

13.2 The Advisory Board may direct that you be removed from the CAA List, including following a complaint or a finding of non-compliance, and CAA will implement that binding determination.

13.3 Suspension or removal does not affect any adjudication in which you have already accepted appointment, unless the Act, the Parties, or the circumstances require otherwise, and does not affect rights or obligations accrued before the suspension or removal.

13.4 This Part is subject to your right to arbitration under clause 16.8.

Part 14 — Liability and insurance

14.1 CAA's role is limited to nominating you and administering the adjudication, and CAA is not responsible for your conduct, your Determination, or the outcome of any adjudication.

14.2 To the maximum extent permitted by law, you release CAA and its directors, officers, employees and agents from all liability arising in connection with the exercise of CAA's functions, duties or powers as an authorised nominating authority, unless the relevant act or omission is fraudulent.

14.3 You must hold and maintain professional indemnity insurance appropriate to your practice and to your work as an adjudicator, and provide evidence of it to CAA on request.

Part 15 — Term and termination

15.1 These Terms take effect when CAA countersigns them and continue until ended under this Part.

15.2 You or CAA may end your inclusion on the CAA List at any time, without cause, on five Working Days' written notice, after which CAA will no longer include you on the CAA List for nomination.

15.3 CAA may end your inclusion on the CAA List immediately if you cease to meet any minimum criterion, commit a serious or persistent breach of these Terms or the Manual, or are removed by the Advisory Board.

15.4 Ending your inclusion on the CAA List does not affect any adjudication you have already accepted (which you must complete unless the Act or the Parties require otherwise), any accrued rights or obligations, or any clause that by its nature survives, including those on confidentiality, fees already earned, liability, and general matters.

Part 16 — General

16.1 CAA may amend the Manual and these Terms from time to time. CAA will notify you of material changes, and your continued inclusion on the CAA List after notice constitutes acceptance. The Annual Declaration includes your confirmation that you agree to be bound by the current Manual.

16.2 Notices under these Terms may be given by email to the addresses notified by you and CAA from time to time.

16.3 These Terms are personal to you and you may not assign them.

16.4 Nothing in these Terms creates a partnership, employment, or joint venture between you and CAA. You act as an independent adjudicator.

16.5 If there is any inconsistency, the Act and the Regulations prevail, then these Terms, then the Manual.

16.6 A failure or delay by CAA in exercising a right is not a waiver of it. If any provision is held to be invalid or unenforceable, it is severed and the remaining provisions continue in force.

16.7 These Terms are governed by New Zealand law.

16.8 Any dispute or disagreement arising out of or in connection with these Terms will be settled by arbitration by a sole arbitrator in accordance with the Arbitration Act 1996 and the AMINZ Arbitration Rules current at the time the arbitration is commenced. The place of arbitration will be Auckland, and the law applicable to the arbitral proceedings and to the matters in dispute will be New Zealand law.

Execution

By signing below, you confirm that you have read, understood, and agree to be bound by these Terms and the Manual, and that you meet the criteria for inclusion on the CAA List of Adjudicators.

Signed by the Adjudicator

_____

Signature

_____

Name

_____

Date

Signed for and on behalf of Construction Adjudication Authority Limited

_____

Signature

_____

Name and title

_____

Date