CONSTRUCTION ADJUDICATION AUTHORITY

TERMS AND CONDITIONS FOR REFERRING PARTIES

17 September 2026

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Part 1 — Introduction and how these Terms apply

1.1 These terms and conditions (**Terms**) govern the relationship between Construction Adjudication Authority Limited (**CAA**, **we**, **us**, **our**) and any person who applies to CAA for the nomination of an adjudicator under the Construction Contracts Act 2002 (**Act**), including the referring party (the claimant) and any counsel or agent acting on the claimant's behalf (**you**, the **Referring Party**).

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 Act, with effect from 25 June 2026. As an ANA, CAA may nominate adjudicators for the purposes of the Act.

1.3 These Terms apply each time you apply to CAA for the nomination of an adjudicator. By submitting an Application to CAA, paying the Application Fee, and accepting these Terms, you enter into a binding agreement with CAA on these Terms.

1.4 These Terms must be read together with the Act, the Construction Contracts Regulations 2003 (**Regulations**), and the CAA Manual published on the Website (**Manual**). The Manual sets out the standards and procedures that govern CAA's adjudicators and CAA's nomination process.

1.5 If you are a lawyer or other agent submitting an Application on behalf of a claimant, you confirm that you are authorised to do so and to bind that claimant to these Terms, and references to you include both you and the claimant as the context requires.

1.6 Nothing in these Terms limits or affects any right or obligation that you, a respondent, or an adjudicator has under the Act or the Regulations.

Part 2 — Definitions and interpretation

In these Terms, unless the context requires otherwise:

Act means the Construction Contracts Act 2002.

Adjudicator means a person on the CAA List whom CAA nominates, or may nominate, to determine a dispute under the Act.

Application means a request submitted to CAA for the nomination of an adjudicator using CAA's application form, together with all information and documents provided with it.

Application Fee means the fee payable to CAA on making an Application, as set out in Part 6 and published on the Website.

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

CAA-elected Shortlist means the nomination pathway under which CAA selects the shortlist of Adjudicators on your behalf, as described in Part 5.

Claimant means the party that serves a Notice of Adjudication and refers a dispute to adjudication under the Act.

Determination means an Adjudicator's 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).

Notice of Adjudication means a notice of adjudication served under section 28 of the Act.

Party-elected Shortlist means the nomination pathway under which you select the shortlist of Adjudicators, as described in Part 5.

Respondent means the party against whom a Notice of Adjudication is served.

Security Deposit means the amount an Adjudicator requires to be paid as security for their fees and expenses before issuing a notice of acceptance, as described in Part 6.

Suitability Audit means the objective review carried out by CAA's Director that is described in Part 5.

Website means CAA's website on which CAA publishes the CAA List, 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 — CAA's role as authorised nominating authority

3.1 Where the parties to a construction contract have not agreed on an adjudicator or a nominating body, the Claimant may request CAA, as an ANA chosen by the Claimant, to select a person to act as adjudicator under section 33(1)(d) of the Act.

3.2 By accepting these Terms you choose CAA as the ANA to select an adjudicator for your dispute, and CAA agrees to act in that capacity in accordance with the Act, the Regulations, the Manual, and these Terms.

3.3 To be eligible to use CAA's nomination service you must:

(a) have a right to refer the dispute to adjudication under the Act;

(b) have served a Notice of Adjudication on the Respondent (and on any owner, where section 28 requires) under section 28 of the Act; and

(c) make your Application within 2 to 5 Working Days after service of the Notice of Adjudication, as required by section 33(1)(d) of the Act.

3.4 CAA's role is limited to nominating an Adjudicator and providing case-management and administrative services for the adjudication. CAA does not adjudicate the dispute, makes no decision on the merits, and is not a party to the adjudication.

3.5 CAA selects Adjudicators in a manner that is free from bias and conflict of interest. No director or shareholder of CAA is included on the CAA List or may be nominated as an Adjudicator.

3.6 CAA operates in accordance with the requirements of the Act and the Regulations that apply to authorised nominating authorities, and the procedures described in the Manual.

Part 4 — Applying for a nomination

4.1 To apply for the nomination of an Adjudicator, you must:

(a) accept these Terms;

(b) complete and submit CAA's application form to CAA, by email or as otherwise directed on the Website;

(c) pay the Application Fee;

(d) provide a copy of the Notice of Adjudication and proof of its service on the Respondent (and any owner, where applicable); and

(e) select one of the two nomination pathways described in Part 5.

4.2 CAA is entitled to rely on the information and documents you provide.

4.3 On receiving your Application, CAA will review the documents you provide to confirm that the Application is complete and that the adjudication appears to have been validly initiated under the Act. If your Application is accepted, CAA will open a matter and confirm this to you. If your Application is incomplete, or the adjudication does not appear to have been validly initiated, CAA will notify you of the deficiency by email.

4.4 CAA's acceptance of an Application is not advice that the adjudication has been validly commenced. It remains your responsibility to ensure that you have complied with the Act.

4.5 CAA may decline or suspend the processing of an Application, or suspend its service, where the Application is incomplete or is not accompanied by the Application Fee, where necessary to comply with the law or to deal with a conflict of interest (including where CAA is unable to act), or because of non-payment or misuse.

Part 5 — Shortlisting, the Suitability Audit and random selection

Choosing a pathway

5.1 When you apply you must choose either:

(a) a **Party-elected Shortlist** — you select your own shortlist of at least five Adjudicators from the CAA List; or

(b) a **CAA-elected Shortlist** — you ask CAA to select a suitable shortlist of five Adjudicators on your behalf.

5.2 The CAA List published on the Website shows each available Adjudicator's required Security Deposit and, for each Adjudicator, either their hourly rate, a range within which their hourly rate falls, or "Price on Inquiry" (in which case CAA will, on request, advise you of the Adjudicator's hourly rate), so that you can take cost into account when choosing a Party-elected Shortlist.

5.3 If you choose the Party-elected Shortlist you must select at least five Adjudicators. If you select fewer than five, you will be treated as having failed to make a valid selection and as having chosen the CAA-elected Shortlist, and CAA will proceed under clause 5.6.

The Suitability Audit and random selection

5.4 For a Party-elected Shortlist, CAA's Director will review the Notice of Adjudication and conduct a Suitability Audit of each Adjudicator on your shortlist. The Suitability Audit is an objective check that removes any Adjudicator who demonstrably lacks the core jurisdiction, qualifications, skills, or expertise required for the particular dispute. It is not a review of your preferences as to cost or general experience. Each Adjudicator who passes is placed on the valid selection shortlist.

5.5 If two or more Adjudicators are on the valid selection shortlist, CAA will select one of them at random and will record the selection, including the date and time, on the matter file. This removes human bias from the final appointment. CAA will then invite the selected Adjudicator to accept the nomination.

5.6 CAA will instead select a valid selection shortlist of five suitable Adjudicators and proceed to random selection where:

(a) you choose the CAA-elected Shortlist;

(b) you are treated as having done so under clause 5.3; or

(c) your Party-elected Shortlist is exhausted because fewer than two Adjudicators pass the Suitability Audit or remain available.

5.7 Where a fallback occurs under clause 5.6(c), CAA will notify you. The CAA-elected Shortlist process is designed to ensure that a suitable Adjudicator is appointed.

5.8 A selected Adjudicator has eight Working Hours to accept a nomination and to confirm they are free of conflict. If the Adjudicator declines, does not respond within that time, or cannot confirm they are free of conflict, CAA will remove that Adjudicator and select the next, repeating the process until an Adjudicator accepts.

5.9 You acknowledge that you do not make, and have no right to make, the final selection of the Adjudicator. Your role is limited to creating (or asking CAA to create) the shortlist. CAA retains responsibility for vetting the CAA List and for the final random nomination.

Part 6 — Fees, security deposits and payment

Application Fee

6.1 You must pay CAA an Application Fee of $100 (inclusive of GST) when you make an Application. The Application Fee is CAA's fee for processing your Application and nominating an Adjudicator. Except as stated in clause 8.3, the Application Fee is not refundable.

The Adjudicator's fees

6.2 The Adjudicator's time is charged at the Adjudicator's hourly rate notified to CAA and current at the time of your Application, consistent with the rate, range, or "Price on Inquiry" shown for that Adjudicator under clause 5.2, which rate includes CAA's charge under clause 6.3, together with any other expenses reasonably incurred and any other amounts an adjudicator may charge under the Act.

6.3 The Adjudicator's hourly rate is all-inclusive. It includes CAA's charge for administering and case-managing the adjudication, which is 10% of the charge for the Adjudicator's time, is an expense of the Adjudicator met from the rate and retained by CAA, and is shown as an item within the rate on the request for payment and the taxable supply information under clauses 6.8 and 6.9.

Security Deposit

6.4 An Adjudicator may require a Security Deposit to be paid before they issue a notice of acceptance under section 35A of the Act. The amount of the Security Deposit is set by each Adjudicator and is published on the Website.

6.5 The Act contemplates that the parties will meet the Adjudicator's fees and expenses in equal proportions unless section 57(4) of the Act applies. CAA requests payment of the whole of the Security Deposit from the Claimant, as the party seeking the appointment. That does not affect either party's liability for the Adjudicator's fees and expenses. Any party may pay all or part of the Security Deposit, and payment in full by any party secures the Adjudicator's appointment.

6.6 You must pay the Security Deposit to CAA's nominated bank account, using the claim reference and payer reference specified, before the Adjudicator issues a notice of acceptance. Payment must be made in accordance with clause 6.15. The adjudication commences when the Adjudicator serves the notice of acceptance under section 35A of the Act.

6.7 The Security Deposit is security for, and will be applied towards, the Adjudicator's fees and expenses. It is not an estimate or a cap of the cost of the adjudication, which is determined by the time the Adjudicator spends and the expenses incurred.

Payment before release of the Determination

6.8 Under section 57(6) of the Act, the Adjudicator may require payment of their fees and expenses in full before the Determination is communicated to the parties. When the Adjudicator's fees

and expenses have been ascertained, CAA will notify the Claimant and the Respondent of the total amount and of the balance required, after allowing for the Security Deposit and any other funds held, to obtain release of the Determination. Either party may pay all or part of the balance at any time, in accordance with clause 6.15, without prejudice to any apportionment of the Adjudicator's fees and expenses in the Determination or to recovery between the parties. The notification is a request for payment, not taxable supply information, will not reflect any such apportionment, and will:

(a) record the parties' joint and several liability under section 57(2) of the Act;

(b) request payment in equal shares in accordance with section 57(3)(a);

(c) state the permitted payment sources under clause 6.15;

(d) state that CAA receives each payment as stakeholder in accordance with clause 6.14; and

(e) itemise the Adjudicator's fee for their time and, as an expense of the Adjudicator, CAA's charge under clause 6.3.

6.9 When CAA holds cleared funds equal to the Adjudicator's fees and expenses in full, CAA will, at the same time: issue CAA's taxable supply information to each party for the amounts that party has paid towards the Adjudicator's fees and expenses, itemised as clause 6.8(e) provides, dated the date of the notification under clause 6.8 and giving credit for the funds held; apply the funds held in payment; release the Determination; and refund any surplus in accordance with clause 7.4. For GST purposes, the Adjudicator and CAA treat the adjudication services as supplied by the Adjudicator to CAA and by CAA to the parties under section 60(1B) of the Goods and Services Tax Act 1985, and the taxable supply information you receive is CAA's.

6.10 If the balance notified under clause 6.8 is not paid in full within ten Working Days of the notification, CAA may issue the taxable supply information under clause 6.9 and apply the funds it holds towards payment of it. In that case the Determination will not be released until the Adjudicator's fees and expenses are paid in full, unless the Adjudicator directs release earlier.

6.11 If the Adjudicator's fees and expenses are not paid in full within ten Working Days of the notification under clause 6.8, then, without affecting any other right of the Adjudicator or of CAA: (a) interest accrues for the Adjudicator's benefit on the amount unpaid at the rate of 5% per annum, calculated daily from the end of that period until payment in full; and (b) you must pay the Adjudicator's actual and reasonable costs of recovering any unpaid amount, including legal costs and disbursements. This clause confers a benefit on the Adjudicator, and the Adjudicator may enforce it against you. Nothing in this clause limits any interest or costs a court or tribunal may award.

6.12 All amounts are in New Zealand dollars. Except for the Application Fee, GST is payable in addition where applicable.

6.13 Payment of any amount to CAA's nominated bank account in accordance with these Terms discharges your obligation to pay that amount to the Adjudicator.

6.14 CAA holds each Security Deposit, and any payment of the Adjudicator's 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 the Adjudicator's fees and expenses, as stakeholder for the person making that payment and for the Adjudicator, and not for the Adjudicator's benefit. CAA holds those funds in that character until the Adjudicator's fee is ascertained and CAA applies the funds held in payment of it under clause 6.9 or clause 7.2, from which time CAA holds so much of the funds as equals that fee for the Adjudicator, and any balance for the person or persons who paid it, pro rata to their contributions. By paying any amount to CAA's nominated bank account, the payer agrees that CAA receives and holds the payment as stakeholder on the terms of this clause.

6.15 Payment to CAA must be made by direct credit. CAA does not accept payment in cash. Payment must come from one of the following sources, and CAA may decline to accept, or may return, a payment received from any other source:

(a) an account in the name of the Claimant, the Respondent or an owner who is a party to the adjudication, held with a bank registered in New Zealand;

(b) the trust account of a law firm practising in New Zealand that CAA has recorded as acting for the Claimant, the Respondent or such an owner; or

(c) any other source that the Director approves in writing before the funds are applied.

6.16 CAA may require evidence of the identity of a payer and of the source of the funds, and may decline to accept or may return a payment, where CAA considers it necessary in order to comply with the law. CAA may make any report required of it by law, and is not obliged to give reasons for a decision under this clause or clause 6.15. Where CAA declines a payment it will return the funds to the account from which they were received.

Part 7 — Refunds and statutory fee protections

7.1 In accordance with section 57(5) of the Act, if the Adjudicator fails to determine the dispute within the time allowed by section 46(2), the Adjudicator is not entitled to any fees or expenses. In that case, or where no notice of acceptance is received within five Working Days of the Adjudicator receiving the request to act (refer clause 8.2), CAA will refund the Security Deposit in full to the party or parties who paid it (pro rata to their contributions) within five Working Days.

7.2 If the adjudication ends early, for example because the claim is withdrawn under section 39, the dispute is settled, or the adjudication is otherwise terminated, and the Adjudicator remains entitled under section 57(7) to fees for the work done to that point, CAA will calculate the Adjudicator's fees for the work actually performed, issue its taxable supply information for

them, itemised as clause 6.8(e) provides, and refund any surplus of the Security Deposit to the party or parties who paid it (pro rata) within five Working Days of doing so.

7.3 Refunds will be made to the account from which payment was received, and to no other account, unless that account has been closed and the Director approves an alternative account in writing. If CAA receives a payment that exceeds the amount requested, CAA will return the excess to the account from which it was received.

7.4 Where an adjudication is completed and the Adjudicator's fees and expenses are less than the Security Deposit held, CAA will refund the difference to the party or parties who paid it (pro rata to their contributions) within five Working Days of CAA releasing the Determination.

Part 8 — Intervening events

8.1 The adjudication may be affected by intervening events, including the Adjudicator's resignation, illness or unavailability; the Adjudicator's failure to serve a notice of acceptance within five Working Days of receiving the request to act; the Adjudicator's failure to determine the dispute within the time allowed; a settlement between the parties; or the Claimant's withdrawal of the claim under section 39.

8.2 Where the adjudication is not completed because the Adjudicator fails to determine the dispute in time (and so loses entitlement to fees under section 57(5)), or because you have not received a notice of acceptance from an adjudicator within five Working Days of the Adjudicator receiving the request to act, CAA will:

(a) notify the parties of the Claimant's right under section 66 of the Act to seek a fresh adjudication by serving a new Notice of Adjudication under section 28; and

(b) refund the Security Deposit in accordance with clause 7.1.

8.3 If the Claimant seeks a fresh adjudication after an event in clause 8.2 and asks CAA to nominate an adjudicator, the nomination process will begin again, but no further Application Fee will be payable.

8.4 Where the adjudication ends because of settlement, withdrawal or termination and the Adjudicator remains entitled to fees under section 57(7), clause 7.2 applies.

Part 9 — Impartiality, independence and conflicts of interest

9.1 CAA requires a high standard of impartiality and independence from its Adjudicators. CAA adopts the IBA Guidelines as the standard for assessing, disclosing and managing conflicts of interest, and an Adjudicator will not accept a nomination if any circumstance on the IBA Non-Waivable Red List, Waivable Red List, or Orange List applies.

9.2 Before accepting a nomination, the Adjudicator must review the parties' details and the Notice of Adjudication and confirm that they are independent and free of conflict. The duty to disclose

any matter that may give rise to justifiable doubts as to impartiality or independence continues until the adjudication concludes.

9.3 CAA operates internal conflict protocols. If CAA's Director or case manager has an actual or perceived conflict in relation to the parties or a nominee, that person will not carry out the Suitability Audit or selection, which will be carried out instead by another suitably qualified person in accordance with the Manual.

Part 10 — Confidentiality, privacy and data security

10.1 The adjudication is private. Information disclosed for the purposes of the adjudication is confidential under section 68 of the Act, and CAA, the Adjudicator and the parties must keep it confidential except as permitted by the Act or these Terms.

10.2 CAA will collect, use, store and disclose personal information in accordance with the Privacy Act 2020. You consent to CAA using the information you provide to process your Application, nominate an Adjudicator, administer the adjudication, and meet CAA's obligations as an ANA.

10.3 CAA holds documents and information securely, and exchanges them by email or by other means CAA directs, with confidentiality appropriate to the material.

10.4 CAA's Adjudicators are bound by the Manual's policy on the use of artificial intelligence.

Part 11 — Communications and documents

11.1 Applications, documents and communications are submitted to CAA in writing, using CAA's forms and the contact details published on the Website. You must ensure that anything you send to CAA is complete and legible and is provided for the proper conduct of the adjudication.

11.2 You are responsible for the documents you provide, including ensuring that you are entitled to provide them and that they are free of malicious software. CAA may refuse or return material that is unlawful or inappropriate.

11.3 CAA is not responsible for delays or failures in transmission caused by email or postal systems, or by other matters beyond CAA's reasonable control, but will take reasonable steps to address any material disruption to its service.

11.4 You must copy each document that you serve in the adjudication to CAA at the same time as you serve it, quoting the claim reference. CAA holds copies for its records only. CAA does not administer, monitor, or communicate the timetable of the adjudication, does not confirm or verify service or receipt, and directions about the timetable, including any variation of a period under the Act, are for the Adjudicator alone.

Part 12 — Your obligations and warranties

12.1 You warrant that:

(a) the information and documents you provide are true, complete and not misleading;

(b) you have validly served the Notice of Adjudication in accordance with the Act;

(c) you have the right to refer the dispute to adjudication; and

(d) if you act as agent, you are authorised to bind the Claimant; and

(e) the funds you pay to CAA are not the proceeds of an offence, and neither you nor any person on whose behalf you pay is a designated terrorist entity or a person designated under any sanctions regime that applies in New Zealand.

12.2 You must pay the Application Fee, the Security Deposit, and the Adjudicator's fees and expenses when due, and otherwise co-operate in good faith with CAA and the Adjudicator in the conduct of the adjudication.

12.3 You must not contact a shortlisted or nominated Adjudicator directly to influence the nomination, and must not attempt to interfere with the random selection process.

Part 13 — Complaints about an adjudicator

13.1 CAA maintains a formal, independent complaints process, overseen by CAA's Advisory Board, to deal with concerns about an Adjudicator's conduct or performance of their functions and duties under the Act.

13.2 The complaints process is not an appeal. It cannot be used to challenge the substance of a Determination or to have a Determination overturned. A party who wishes to challenge a Determination may pursue its rights under the Act or at law.

13.3 A complaint must be made in writing to CAA's Director and include your name and contact details, the name of the Adjudicator, clear details of the alleged failure or misconduct, and any supporting documents. Complaints may be emailed to complaints@nzcaa.co.nz. The full process is published on the Website.

13.4 A complaint about an Adjudicator's general professional conduct outside their role as a CAA Adjudicator may be referred to the New Zealand Law Society or AMINZ.

Part 14 — Liability

14.1 CAA's role is limited as described in clause 3.4. CAA is not responsible for the conduct of the Adjudicator, the conduct or outcome of the adjudication, or any Determination. Any concern about an Adjudicator's conduct or performance should be raised through the complaints process.

14.2 To the maximum extent permitted by law, you release and discharge CAA and its directors, officers, employees, Advisory Board, and agents from all liability of any kind (whether in negligence, breach of contract, breach of fiduciary duty, breach of statutory duty or otherwise) arising in connection with, resulting from, or in any way relating to the exercise of CAA's

functions, duties or powers as an authorised nominating authority, unless the relevant act or omission is fraudulent.

14.3 To the maximum extent permitted by law, CAA is not liable for any indirect or consequential loss, and CAA's total aggregate liability in connection with an Application or adjudication (if liability is established despite clause 14.2) is limited to the amount of the Application Fee paid for that Application.

14.4 Nothing in these Terms limits any liability that cannot be limited or excluded by law. Where you apply in trade, you agree that the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 do not apply.

Part 15 — Variation and term

15.1 CAA may amend these Terms from time to time by publishing updated Terms on the Website. The Terms that apply to an Application are those in force when the Application is made.

15.2 These Terms apply to each Application and continue, in respect of an adjudication, until the adjudication and all related payments and refunds are completed. The clauses relating to confidentiality, liability and general matters survive completion.

Part 16 — General

16.1 These Terms and each Application are governed by New Zealand law, and you submit to the non-exclusive jurisdiction of the New Zealand courts.

16.2 Notices under these Terms may be given by email to the addresses notified by the parties. CAA's address for notices is published on its Website.

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

16.4 A failure or delay by CAA in exercising a right is not a waiver of that right.

16.5 You may not assign your rights under these Terms without CAA's written consent. CAA may assign or transfer its rights and obligations on reasonable notice.

16.6 If any provision of these Terms is held to be invalid or unenforceable, it is severed and the remaining provisions continue in force.

16.7 These Terms, together with the documents they refer to, record the entire agreement between you and CAA in relation to the nomination service and supersede any prior understanding.

16.8 Each Adjudicator authorises CAA to act as their agent for the limited purposes of serving the notice of willingness to act, the notice of acceptance, and the Determination, and of receiving payment of the Adjudicator's fees and expenses once CAA applies funds held under clause 6.14. CAA issues taxable supply information as clause 6.9 provides. CAA receives each Security Deposit and each payment towards the Adjudicator's fees and expenses as stakeholder under

clause 6.14, and not as the Adjudicator's agent. Nothing in these Terms makes CAA a party to the adjudication or to the construction contract.

16.9 Clause 6.11, and each other provision of these Terms that confers or purports to confer a benefit on the Adjudicator, is intended to create an obligation enforceable by the Adjudicator under section 12 of the Contract and Commercial Law Act 2017. Clause 14.2 is intended in the same way to be enforceable by each person referred to in it who is not a party to these Terms. This clause does not limit any right that any other person has under these Terms or at law.

Acceptance. By submitting an Application to CAA and paying the Application Fee, you confirm that you have read and agree to these Terms and, where you act as agent, that you are authorised to bind the Claimant.