



**CIC BUILT ENVIRONMENT
PROFESSIONS TOGETHER**

**CIC LOW VALUE DISPUTES MODEL
ADJUDICATION PROCEDURE (LVD MAP)
SECOND EDITION**

An adjudication procedure for low value disputes complying with the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009 (the "Construction Act").

CIC Low Value Disputes Model Adjudication Procedure

CIC 2023: An adjudication procedure for low value disputes complying with the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009 (the "Construction Act").

All parties must rely exclusively upon their own skill and judgment when making use of this document. Neither the CIC nor any other contributor assumes any liability to anyone for any loss or damage caused by any error or omission whether such error or omission is the result of negligence or any other cause. Any and all such liability is disclaimed.

The CIC thanks Martin Burns, Christian Charles and Peter Vinden for their work revising the CIC Low Value Disputes Model Adjudication Procedure.

© Copyright Construction Industry Council
Reproduction is authorised, provided it is without amendment and the source is acknowledged.

Second edition: published May 2023



**BUILT ENVIRONMENT
PROFESSIONS TOGETHER**

CIC LOW VALUE DISPUTES MODEL ADJUDICATION PROCEDURE (LVD MAP) SECOND EDITION

This is an adjudication procedure for Low Value Disputes.

The CIC encourages the reproduction of this Low Value Disputes Model Adjudication Procedure ("LVD MAP") and strongly encourages its use.

The LVD MAP is for use where the law of the Contract is that of England and Wales. Where the law of the Contract is that of Scotland, the following amendments shall be made:

- amend paragraph 38, line 2, by deleting the word 'summary';
- in paragraph 44, line 2, substitute 'Scotland' for 'England and Wales';
- in the Form of Agreement, clause 6, substitute 'Scotland' for 'England and Wales'.

The LVD MAP is accompanied by a sample agreement for the appointment of an adjudicator, which may be used if the Parties agree.

For general guidance on the use of adjudication in the UK, refer to the [CIC Users' Guide to Adjudication](#).

CIC Members

Association of Consultant Approved Inspectors
Association for Consultancy and Engineering
Association for Project Management
Association for Project Safety
Association for Specialist Fire Protection
British Approvals for Fire Equipment
Chartered Institute for IT
British Institute of Interior Design
Building Research Establishment
Building Services Research and Information Association
Chartered Association of Building Engineers
Chartered Institute of Architectural Technologists
Chartered Institution of Building Services Engineers
Chartered Institute of Building
Chartered Institution of Highways & Transportation
Chartered Institute of Plumbing and Heating Engineering
Chartered Institute of Procurement & Supply
Construction Industry Research and Information Association
Ground Forum
Chartered Institution of Civil Engineering Surveyors
Institute of Clerks of Works and Construction Inspectorate
Institution of Engineering and Technology – Built Environment Sector
Institution of Fire Engineers
International Institute of Risk and Safety Management
Institute of Specialist Surveyors and Engineers
Institution of Structural Engineers
Institute of Workplace and Facilities Management
Local Authorities Building Control
Landscape Institute
National House-Building Council
Royal Institute of British Architects
Royal Institution of Chartered Surveyors
Royal Town Planning Institute
The Safety Assessment Federation

Preamble

Purpose of the CIC LVD MAP

1. This is an adjudication procedure for use on low value disputes.

Whereas the purpose of adjudication is to reach a fair, rapid and inexpensive decision on a dispute arising under the Contract, there is evidence that many Parties are often deterred from using adjudication because of the costs involved.

The LVD MAP sets out a streamlined adjudication procedure for Low Value Disputes and, by linking the Adjudicator's fee to the value of the dispute, provides certainty as to how much the Adjudicator will be paid for making their Decision. The LVD MAP provides a flexible yet simple to understand approach to the key elements of the adjudication process.

Definitions

Meaning of terms used in the CIC LVD MAP

2. In this document, the following definitions apply:-

'Adjudication' is a process for deciding a dispute arising under a construction contract, whereby an independent Adjudicator decides the matter within a set timescale, usually 28 days.

'Adjudicator' means the person nominated to decide the dispute.¹

'Adjudicator's Costs' are the fees and expenses charged by the Adjudicator as set out in Schedule 1.

'ANB' means any of the adjudicator nominating bodies listed in Schedule 2, or any other adjudicator nominating body that supports the nomination of adjudicators under the LVD MAP.

'Application Fee' is the fee charged by the CIC, or other ANB, for nominating an adjudicator, at the request (application) of the Referring Party, (sometimes described as the applicant or claimant).

'Construction Act' means the Housing Grants, Construction and Regeneration Act 1996 as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009.

'Contract' is the formal agreement between the Parties for the carrying out of construction operations as defined in the Construction Act. The Contract may be set out in writing or simply be an oral agreement between the Parties.

'Decision' is the Adjudicator's decision on the dispute that is referred to the Adjudicator for determination.

¹ The Adjudicator may be (i) nominated by the CIC; (ii) nominated by another Adjudicator Nominating Body ("ANB"); or (iii) agreed by the Parties and who will apply the LVD MAP.

'Low Value Dispute ("LVD")' is where the total amount in dispute is £100,000 or less excluding VAT.²

'Notice of Adjudication' is the first procedural step in adjudication. The Notice is sent by the Referring Party to the Respondent and shall set out brief details of the Parties involved, the nature and extent of the dispute and the payment, or other outcome, that is sought by the Referring Party.

'Party' means a party to the Contract and the Adjudication.

'Referral Notice' is the Referring Party's main submission in adjudication. It should contain everything that the Referring Party wants the Adjudicator to consider and decide on.

'Referring Party' means the Party that commences adjudication by giving a Notice of Adjudication.

'Respondent' means the Party that receives a Notice of Adjudication from another Party.

'Response' is the Respondent's answer to the assertions set out in the Referral Notice. It should contain everything that the Respondent wants the Adjudicator to consider when making their Decision.

'Reply' is the Referring Party's answer to the allegations set out in the Response. A Reply can only be made if allowed by the Adjudicator. Its purpose is not to change or improve the Referral Notice, but to answer, or provide clarification on, any matters raised in the Response.

'Scheme' means the Scheme for Construction Contracts as set out in the Scheme for Construction Contracts (England and Wales) Regulations 1998.

² The LVD MAP may be used where the value of the dispute exceeds £100,000, if the issues in dispute are relatively straightforward and suitable for being decided under the LVD MAP, and the adjudicator is satisfied that the LVD MAP is an appropriate process for dealing with the dispute having regard to the factors set out in paragraph 48.

General provisions

- | | |
|-------------------------------------|--|
| Impartiality | 3. The Adjudicator shall act impartially. |
| The Adjudicator's role | 4. The Adjudicator may take the initiative in determining the facts and the law. The adjudication shall be neither an arbitration nor an expert determination. |
| Decision binding in interim | 5. The Decision shall be binding unless and until it is finally determined by legal proceedings, by arbitration (if the Contract provides for arbitration or the Parties otherwise agree to arbitration) or changed by agreement. The Parties must comply with the Decision even if one of them intends to have the same dispute finally determined by legal proceedings or arbitration. |
| Implementation of the decision | 6. The Parties shall implement the Decision on or before any date decided by the Adjudicator or, if no date has been decided by the Adjudicator, within 7 days of the Decision whether or not the dispute is to be finally determined by legal proceedings or arbitration. |
| Boilerplate LVD adjudication clause | 7. The Parties may agree that any Low Value Dispute arising under Contract for the carrying out of construction operations may at any time be referred to adjudication in accordance with the LVD MAP. |
| Application | 8. This procedure will be adopted if:
a. the Parties have included an agreement to use it in the Contract directly by reference. The procedure shall be deemed to be to the edition of the LVD MAP current at the date of the Notice of Adjudication, unless expressly stated otherwise in the Contract.

Or

b. the Parties agree to use the procedure on an ad-hoc basis when a dispute arises.

Or |
| Conflict | c. Where the Scheme applies and the adjudicator decides it is appropriate to adopt this procedure following a request by one of the parties, or at the adjudicator's discretion.

9. If a conflict arises between this procedure and the Contract, unless the Contract provides otherwise, this procedure shall prevail. |

Nomination of the Adjudicator

- Notice of Adjudication
10. Either Party may give notice at any time of its intention to refer a dispute arising under the Contract to adjudication by giving a written Notice of Adjudication to the other Party.³
- Nomination
11. The Referring Party shall request that the CIC, or other ANB, nominate an Adjudicator within 5 days of receipt of the request. The request shall be in writing, accompanied by a copy of the Notice of Adjudication and the Application Fee. The Referring Party should request the nomination of an adjudicator who is able and prepared to adopt this procedure if the parties agree to do so, or if the adjudicator decides it is appropriate to do so.
- Conflict of interest
12. Prior to nomination by the CIC or other ANB, the prospective Adjudicator will confirm that they:
- Have no current relationship with either Party nor any connection with the subject matter of the dispute.
 - Have no conflict of interest.
 - Wish to be nominated as Adjudicator.
- Adjudicator's terms and conditions
13. Unless the Parties and the Adjudicator otherwise agree, the Adjudicator shall be appointed on the terms and conditions set out in the attached Agreement and shall be entitled to be paid the fees and other costs as set out in Schedule 1 below.
- Objection to appointment
14. If a Party objects to the appointment of a particular person as Adjudicator, that objection shall not invalidate the Adjudicator's appointment.
- Dispute not suitable
15. If the Adjudicator decides that the dispute is not suitable for adjudication using the LVD MAP, the Adjudicator will proceed in accordance with the Scheme.
- A non-exhaustive list of factors which the Adjudicator may consider as demonstrating a dispute may not be suitable for adjudication using this procedure is set out in the 'Guidance on suitability' in paragraph 48 below.

³ For more information about the Notice of Adjudication, what needs to be included and timescales for issuing the Notice, refer to the CIC Users' Guide to Adjudication.

Conduct of the Adjudication

Party representation	16. The Parties may choose to be assisted by professional representatives at any stage of the Adjudication. The Adjudicator will communicate directly with the Parties and copy any Party representatives into such communication.
Referral Notice – statement of case	17. Within 7 days of the Notice of Adjudication, the Referring Party shall send the Adjudicator and the Respondent the Referral Notice. The Referral Notice is a statement of the Referring Party's case including a copy of the Notice of Adjudication, the Contract, details of the circumstances giving rise to the dispute, the redress or outcome that is sought, the reasons why it is entitled to the redress sought, and the evidence upon which it relies. The Referral Notice shall include an index which sets out what documents are in the Referral Notice and where the Adjudicator can find each document, or section of document.
Date of referral	18. The date of referral shall be the date on which the Adjudicator receives the Referral Notice.
Adjudication timetable	19. After receiving the Referral Notice, the Adjudicator shall, as soon as reasonably practicable, confirm the adjudication timetable to the Parties in writing. Unless the Adjudicator directs otherwise and subject to paragraph 21 below, the adjudication timetable will be as follows: <ul style="list-style-type: none">• Based upon the Referral Notice being received by the adjudicator on Day 0.• The Respondent will respond to the Referral Notice no later than Day 7.• If the Referring Party wishes to make any Reply, it may do so in writing no later than Day 14.• The Parties will receive the Decision not later than Day 28.
Reckoning periods of time	20. Day means a calendar day. Christmas Day, Good Friday or a day which under the Banking and Financial Dealings Act 1971 is a bank holiday in England and Wales or, as the case may be, in Scotland, shall be excluded from the adjudication timetable.
Period for decision	21. The Adjudicator shall reach their Decision within 28 days of the date of referral, or such longer period as is agreed by the Parties after the dispute has been referred. The Adjudicator may extend the period of 28 days by up to 14 days with the consent of the Referring Party.
Procedure	22. The Adjudicator shall have complete discretion as to how to conduct the adjudication and shall not be required to observe any rule of evidence, procedure or otherwise, of any court or tribunal.

Documents only	<p>23. Disputes under this procedure are to be decided by the Adjudicator on a documents-only basis unless the Adjudicator directs otherwise. In addition to the general powers set out above, the Adjudicator is empowered under the Scheme to:</p> <ul style="list-style-type: none"> (i) request a written response, further argument or counter argument; (ii) limit the length, or time, for submission of any statement, response or argument; (iii) request the production of documents; (iv) proceed with the adjudication and reach a Decision even if a Party fails to comply with a request or direction of the Adjudicator; (v) issue such further directions as the Adjudicator considers to be appropriate.
Meeting the Parties	<p>24. Where the Adjudicator orders, or the Parties mutually agree that they want to meet the Adjudicator, the Adjudicator will arrange a meeting and request the attendance of people whom the Adjudicator considers could assist. The Adjudicator may meet and question the Parties and their representatives. In addition the Adjudicator may meet with the Parties separately. Where the Adjudicator meets the Parties, the Adjudicator will be paid additional fees in accordance with Schedule 1 below.</p>
Visit the site	<p>25. Where the Adjudicator orders, or the Parties mutually agree that the Adjudicator should visit the site, the Adjudicator will visit the site. Where the Adjudicator visits the site, the Adjudicator will be paid additional fees in accordance with Schedule 1 below.</p>
Parties to comply	<p>26. The Parties shall comply with any request or order of the Adjudicator in relation to the adjudication.</p>
Power to open up certificates	<p>27. The Adjudicator may open up, review and revise any certificate, decision, direction, instruction, notice, opinion, requirement or valuation made in relation to the Contract.</p>
Obtaining advice	<p>28. The Adjudicator will make the Decision relying solely on the Adjudicator's own judgement.</p>
Matters to be determined	<p>29. The Adjudicator shall decide only the matters set out in the Notice of Adjudication.</p>
Adjudicator to apply the law	<p>30. The Adjudicator shall determine the rights and obligations of the Parties in accordance with the law of the Contract.</p>
Resignation	<p>31. The Adjudicator may resign at any time on giving notice in writing to the Parties.</p>

The Decision

- The decision 32. The Adjudicator shall reach their Decision within the time limits in paragraph 21 above and issue the Decision as soon as possible after that. The Adjudicator will give reasons for his decision unless both Parties agree at any time that the Adjudicator shall not be required to give reasons.
- Late decisions 33. If the Adjudicator fails to reach or issue a Decision in accordance with paragraph 32 above, the Adjudicator shall not be entitled to any fees or expenses.
- Interest 34. The Adjudicator may, in the Decision, order the payment of such simple or compound interest if claimed from such dates, at such rates and with such rests, as the Adjudicator considers appropriate.
- Correction of errors 35. The Adjudicator may on their own initiative or on the application of a Party correct the Decision so as to remove a clerical or typographical error arising by accident or omission. Any correction must be made within 5 days of the delivery of the Decision to the Parties. As soon as possible after making the correction in accordance with this paragraph, the Adjudicator must deliver a copy of the corrected Decision to each of the Parties. Any correction forms part of the Decision.
- Costs 36. The Parties shall bear their own costs and expenses incurred in the adjudication.
- Adjudicator's fees and expenses 37. The Parties shall be jointly and severally liable for the Adjudicator's Costs as set out in Schedule 1 below. This means that the Parties are equally responsible for paying the Adjudicator's Costs and one or both Parties may be pursued for payment of the entire amount due.
- The Adjudicator is entitled to order that either or both Parties shall be liable for the Adjudicator's Costs. When deciding which Party or Parties should pay the Adjudicator's Costs, the Adjudicator will have regard to the general principle that liability for costs should follow the success of the Parties' cases. If the Adjudicator makes no such order, the Parties shall pay them in equal shares.
- Enforcement 38. The Parties shall be entitled to the remedy or compensation set out in the Decision and shall be entitled to seek summary enforcement in court if the other Party fails to pay, whether or not the same issues in dispute are to be finally determined by legal proceedings or arbitration. No issue decided by the Adjudicator may subsequently be referred for determination by another adjudicator.
- Subsequent decision by arbitration or court 39. In the event that the same dispute is referred to legal proceedings or arbitration, the Decision shall not inhibit the right of the court or arbitrator to determine the Parties' rights or obligations as if no adjudication had taken place.

Miscellaneous Provisions

- Adjudicator qualifications 40. The CIC and other ANBs may maintain a panel of qualified Adjudicators who are able to conduct the adjudication using this procedure.
- Adjudicator not to be appointed arbitrator 41. Unless the Parties agree, the Adjudicator shall not be appointed as arbitrator in any subsequent arbitration between the Parties under the Contract. No Party may call the Adjudicator as a witness in any legal proceedings or arbitration concerning the subject matter of the adjudication.
- Immunity of the Adjudicator 42. The Adjudicator is not liable for anything done or omitted in their discharge or purported discharge of their functions as adjudicator (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Adjudicator is similarly protected from liability.
- Reliance 43. The Adjudicator is appointed to decide the dispute that has been referred for determination and the Decision may not be relied upon by third parties, to whom the Adjudicator shall owe no duty of care.
- Proper law 44. This procedure shall be interpreted in accordance with the law of England and Wales.

Schedule 1 – Adjudicator’s fees and expenses

- Adjudicator’s fees and expenses 45. The Adjudicator’s fees exclusive of VAT will be capped as set out below.

Acting as Adjudicator Fees	Dispute value	Adjudicator’s fee
	Up to £10,000	£2,000
	£10,001 to £25,000	£2,500
	£25,001 to £50,000	£3,500
	£50,001 to £75,000	£4,500
	£75,001 to £100,000	£5,000
	Over £100,000	Negotiable (refer to paragraph 49)

The scale of fees for the Adjudicator set out in this section are capped amounts and are not fixed fees.

If the Adjudicator charges an hourly rate, the maximum hourly rate that the Adjudicator may charge is £250.00 per hour plus VAT.

If the Referring Party withdraws the Referral Notice, or if the Parties settle the dispute before the Adjudicator makes their Decision, the Adjudicator will be entitled to fees for any work they have carried out prior to the settlement. The fees payable to the Adjudicator will not exceed the capped amount set out in this section and will be based on an hourly rate that will not exceed £250.00 per hour plus VAT.

The Adjudicator will decide whether one or both Parties will be responsible for payment of all or part of their fees for the abortive adjudication.

Meeting the Parties

46. Where the Adjudicator meets with the Parties, in addition to the fee above, the Adjudicator will be paid for his or her time charges subject to a cap of £1,000 plus reasonable travel expenses.

Visit the site

47. Where the Adjudicator visits the site, in addition to the fee above, the Adjudicator will be paid for his or her time charges subject to a cap of £1,000 plus reasonable travel expenses.

Guidance on suitability

48. A non-exhaustive list of factors which the Adjudicator may consider as demonstrating a dispute is unsuitable for adjudication using the LVD MAP is where:

- Subject to paragraph 49, where the total value of the dispute is greater than £100,000.
- Where a non-financial remedy such as a declaration of entitlement is sought.
- The documents included in the Referral, the Response, or the Reply exceed more than one A4 Lever Arch File (when printed) per submission.
- The dispute is prima facie not suitable for the Adjudicator to make a Decision on a documents-only basis.
- The terms of the Contract are not easily discernible.
- There are any challenges to the Adjudicator's jurisdiction, which the Adjudicator decides cannot be dealt with by the Adjudicator within two hours of the Adjudicator's time.

Disputes exceeding £50,000

49. Where the Parties have a dispute where the dispute exceeds £100,000 in value it may choose to follow this procedure. In such circumstance the prospective Adjudicator shall write to the Parties setting out the basis of their proposed fees and expenses.

Schedule 2 Supporting Adjudicator Nominating Bodies

50. • Centre for Effective Dispute Resolution (CEDR)
• Chartered Institute of Arbitrators (CIArb)
• Chartered Institute of Building (CIOB)
• Construction Industry Council (CIC)
• Institution of Civil Engineers (ICE)
• Institution of Engineering & Technology (IET)
• Institution of Mechanical Engineers (IMechE)
• Royal Institute of British Architects (RIBA)
• Royal Institution of Chartered Surveyors (RICS)
• UKANB Limited (UK Adjudicators)



[Click here to connect with the CEDR](#)



[Click here to connect with the CIARB](#)



[Click here to connect with the CIOB](#)



[Click here to connect with the CIC](#)



[Click here to connect with the ICE](#)



[Click here to connect with the IET](#)



[Click here to connect with the IMechE](#)



[Click here to connect with the RIBA](#)



[Click here to connect with the RICS](#)



[Click here to connect with the UK Adjudicators](#)

FORM OF AGREEMENT

This agreement

is made the day of 20

Between

1.

of.....

.....
(the Referring Party)

2.

of.....

.....
(the Responding Party)

3.

of.....

.....
(the Adjudicator)

A dispute has arisen between the Parties under a Contract between them
dated..... in connection with.....

.....

which has been referred to adjudication in accordance with the CIC
Low Value Disputes Model Adjudication Procedure and the Adjudicator
has been requested to act.

The Parties and the Adjudicator agree that their rights and obligations
shall be as set out in and subject to the terms of this Agreement:

1. The adjudication shall be conducted in accordance with the
CIC LVD MAP.
2. The Parties shall be jointly and severally liable to pay the
Adjudicator's fees and expenses as set out in the Schedule 1
and in accordance with the CIC LVD MAP.

3. The Adjudicator and the Parties shall keep the adjudication confidential, except so far as is necessary to enable a Party to implement or enforce the Adjudicator's Decision.
4. The Adjudicator may destroy all documents received during the course of the adjudication 6 months after delivering the Adjudicator's Decision.
5. The Adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of their functions as adjudicator (whether in negligence or otherwise) unless the act or omission is in bad faith, and any employee or agent of the Adjudicator shall be similarly protected from liability.
6. This Agreement shall be interpreted in accordance with the law of England and Wales.

Schedule

- a. The Adjudicator shall be paid £..... in accordance with Schedule 1 – Adjudicator's fees and expenses above.
- b. The Adjudicator is / is not* currently registered for VAT (where the Adjudicator is registered for VAT, it shall be payable in accordance with the rates current at the date the work is done).

* delete as applicable

Signed on behalf of the Referring Party

.....

Signed on behalf of the Responding Party

.....

Signed by the Adjudicator

.....

