

The Hong Kong Institution of Engineers (HKIE)
Construction Industry Security of Payment Ordinance
ADJUDICATION RULES 2025

Article 1 – Scope of Application

- 1.1. The **HKIE** Security of Payment Adjudication Rules (“**Rules**”) shall apply to adjudications referred to **HKIE** under the Construction Industry Security of Payment Ordinance (Cap. 652) (the “**Ordinance**”) pursuant to contracts defined under the Ordinance.
- 1.2. These Rules and its corresponding Schedules shall come into force on **28 August 2025** (“Effective Date”). All adjudications falling within Article 1.1 above and with the Notice of Adjudication served on **HKIE** on or after the Effective Date shall adopt these Rules. The parties may by written agreement agree to adopt an earlier version of these Rules. The adopted Rules will remain in effect for the entire adjudication proceedings, even if a newer version of the Rules is issued after the Effective Date.

Article 2 – Interpretation of the Rules

- 2.1. References in these Rules to the Ordinance, including any terms defined in the Ordinance, refer to the Construction Industry Security of Payment Ordinance (Cap. 652).
- 2.2. Where the Rules conflict with a provision of the Ordinance or a mandatory provision of any applicable law, the relevant provision of the Ordinance or the law shall prevail.
- 2.3. These Rules include any Schedules referred to herein as amended from time to time by **HKIE**, in force on the date the Notice of Adjudication is served on **HKIE**.
- 2.4. **HKIE** shall have the power to interpret all provisions of these Rules including any Schedule referred to herein, subject to any circular or direction from the Development Bureau of the Government of the Hong Kong Special Administrative Region of the People’s Republic of China (the “**Development Bureau**”) pursuant to Section 62(2)(d) of the Ordinance. The adjudicator may interpret the Rules insofar as they relate to its powers and duties hereunder. In the event of any inconsistency between such interpretation and any interpretation by **HKIE**, **HKIE**'s interpretation shall prevail.
- 2.5. **HKIE** has no obligation to give reasons for any decision it makes in respect of any adjudication initiated under the Rules and the Ordinance. Unless otherwise determined by **HKIE**, all decisions made by **HKIE** under the Rules and the Ordinance are final and, to the extent permitted by any applicable law, not subject to appeal.
- 2.6. References in these Rules to the singular include the plural and vice versa.

- 2.7. **HKIE** may from time to time issue practice notes on its website to supplement and implement these Rules for the purpose of facilitating the administration of adjudications governed by them and the Ordinance.

Article 3 – Written Communications and Time Limits

- 3.1. All written communications between the parties and the Adjudicator shall be transmitted in a manner that provides for instantaneous or same-day receipt by the intended recipients such as email, facsimile, or same-day physical delivery and with record of receipt. Email or facsimile is only acceptable if there is a record of receipt of transmission by the receiving party.
- 3.2. All written communications to **HKIE** shall, pursuant to Section 68 of the Ordinance, be served on **HKIE** at hki adjudication@hkie.org.hk as stated on **HKIE**'s website.
- 3.3. The date of service of any written communication shall be the date on which such communication has been received by the intended recipient.
- 3.4. If the circumstances of the case so justify, **HKIE** may amend the time limits provided for in these Rules, as well as any time limits that it has set. **HKIE** shall not amend any time limits set by the Adjudicator unless the Adjudicator directs otherwise. **HKIE** shall not amend any time limits which have been set in the Ordinance
- 3.5. Time limits under the Rules will begin to run on the first working day following the service of any written communication on the intended recipient. "Working day" has the same meaning as assigned to it under Section 22 of the Ordinance.
- 3.6. All written communications between any party and the Adjudicator shall be communicated to all other parties. No party or its representatives shall have any ex parte communication relating to the adjudication with the Adjudicator.

Article 4 – Adjudicator Nominating Body Functions and Fees

- 4.1. **HKIE** shall perform the functions of a nominating body as set out in the Ordinance.
- 4.2. **HKIE** shall, pursuant to Section 65(1) of the Ordinance, be entitled to charge a fee for its services ("ANB Fee"). ANB Fee is determined based on the sum in dispute as set out in the Fee Schedule that is published on **HKIE**'s website on the date on which the Notice of Adjudication is served on **HKIE**.
- 4.3. Notwithstanding Article 4.2, if the respondent raises any set off against the claimant in an adjudication response in accordance with Article 8.3, but the amount is more than

that set out in the payment response (“**additional set off**”), the Adjudicator shall direct that the ANB Fee be recalculated by adding the additional set off amount to the sum in dispute, if:

- (a) The adjudicator has jurisdiction to determine the issues arising from the additional set off amount; and
- (b) The materials relating to the additional set off amount is not to be disregarded pursuant to Section 37 of the Ordinance.

Where there are alternative claims, only the principal claim will be taken into account for the calculation of the sum in dispute, except where the Adjudicator considers it appropriate to take into account the amount of any alternative claim. Any interest claim shall not be taken into account for the calculation of the sum in dispute except where the Adjudicator determines that doing so would be appropriate. The ANB Fee is to be determined by HKIE accordingly. HKIE shall notify the parties of the adjusted ANB Fee as soon as possible.

- 4.4. HKIE shall publicise the ANB Fee on its website. HKIE may adjust the ANB Fee from time-to-time.
- 4.5. Subject to Section 41(a) of the Ordinance, if the HKIE has not received the ANB Fee by the third working day after the ANB has received the Notice of Adjudication, HKIE may suspend or otherwise refuse to proceed with the appointment of the Adjudicator until such ANB Fee has been paid.
- 4.6. Where the HKIE fails to appoint the Adjudicator within the period prescribed by the Ordinance (i.e. 7 working days), the HKIE may, in appropriate circumstances and in its absolute discretion, waive or reduce the ANB Fee for any subsequent reapplication.
- 4.7. Where a question arises as to the applicability of the Ordinance to a payment dispute, including HKIE’s competence to act as the nominating body in respect of the adjudication, the adjudication shall proceed to the extent that HKIE is satisfied, prima facie, that the contract in dispute falls under the scope of the Ordinance. Any question as to the jurisdiction of the Adjudicator shall be decided by the Adjudicator, once appointed, pursuant to Article 10 of these Rules and Section 33 of the Ordinance.
- 4.8. To the extent that HKIE requires information from any of the parties to fulfil its functions under the Ordinance and/or these Rules, it may request that information from any party.

Article 5 – Initiation of the Adjudication

- 5.1. The Notice of Adjudication, as described pursuant to Section 25 of the Ordinance, shall take the form of **Form A** appended to these Rules.
- 5.2. The Notice of Adjudication shall be accompanied by payment to **HKIE** of the ANB Fee. The ANB Fee may be paid in accordance with the payment instructions on **HKIE**'s website.

Article 6 – Nomination and Appointment of Adjudicator

- 6.1. Subject to Articles 4.2, 4.3, and 4.5 of these Rules, **HKIE** shall appoint an Adjudicator in accordance with Sections 26 or 27 of the Ordinance, failing which the adjudication proceedings are terminated according to Section 41(a) of the Ordinance.
- 6.2. The **HKIE** shall appoint an Adjudicator from any panel of adjudicators that the **HKIE** maintains on its website at the time of appointment.
- 6.3. An Adjudicator appointed under these Rules shall be and remain at all times impartial and independent of the parties.
- 6.4. At the time a potential Adjudicator is approached by the **HKIE**, the Adjudicator shall be provided with relevant basic information of the parties and the contract in order to facilitate him or her to (a) sign a declaration form in the form of **Form B** appended to these rules confirming his or her availability to decide the dispute and his or her impartiality and independence; and (b) disclose any circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence in accordance with Section 29 of the Ordinance.
- 6.5. The **HKIE** shall appoint the Adjudicator within 7 working days after the date on which the Notice of Adjudication is served on the ANB.
- 6.6. In relation to Section 26(2)(a) or Section 27(5)(a) of the Ordinance, as the case may be, **HKIE** shall provide the parties with the Adjudicator's curriculum vitae, contact details, signed declaration form, and the Adjudicator's hourly rate and allow the parties a period for them to comment on such proposed appointment.
- 6.7. The appointment of an Adjudicator by **HKIE** shall not be hindered by any controversy with respect to whether the adjudication of a payment dispute was initiated in a timely manner pursuant to Section 24 of the Ordinance or whether the Notice of Adjudication complies with the requirements of Section 25 of the Ordinance or Article 5.1 of these Rules.
- 6.8. An Adjudicator, once appointed and throughout the adjudication proceedings, shall disclose to the parties and the **HKIE** without delay any such circumstances likely to give rise to justifiable doubts as to his or her impartiality or independence, pursuant to Section 29(3) of the Ordinance.

6.9. The Adjudicator and **HKIE** are not agents of, or acting in any capacity for, any of the Parties. The Adjudicator is not an agent, servant or contractor of **HKIE**.

Article 7 – Adjudication Submission

7.1. The claimant shall communicate its adjudication submission to all other parties and to the Adjudicator within one working day after the date on which the Claimant is informed of the appointment of the Adjudicator.

7.2. The adjudication submission shall include the following particulars:

- (a) A statement of the facts supporting the claim;
- (b) The points at issue;
- (c) The legal arguments supporting the claim, if any; and
- (d) The relief or remedy sought.

7.3. The claimant shall annex to its adjudication submission relevant supporting materials on which it relies.

Article 8 – Adjudication Response

8.1. The respondent shall communicate its adjudication response to all other parties and to the Adjudicator pursuant to Section 31 of the Ordinance within 20 working days after the date on which the adjudication submission was served on the respondent. The Adjudicator may extend this time limit where he or she concludes that such an extension is justified.

8.2. The adjudication response shall reply to the particulars of the adjudication submission (set out in Article 7.2(a) to (c) of these Rules) and may specify the adjudication submission, document or evidence (or any part of it) given by claimant that fulfils the grounds under Section 31(3)(b) of the Ordinance. Where the respondent has raised an objection to the jurisdiction of the Adjudicator, the adjudication response shall contain the factual and legal basis of such objection.

8.3. Subject to Section 21(b) of the Ordinance, a respondent may raise set off in the adjudication proceedings in relation to the payment claim. Examples may include, but are not limited to, entitlements to liquidated damages for delay, damages for correcting defective works, etc. Where any set off is raised, the adjudication response shall also include the following particulars:

- (a) A statement of the facts supporting the set off raised;
- (b) The points at issue;

- (c) The legal arguments supporting the set off raised, if any; and
- (d) The relief or remedy sought.

8.4. The respondent shall annex to its adjudication response all supporting materials on which it relies, subject to any direction or requirement imposed by the Adjudicator.

Article 9 – Reply to an Adjudication Response

- 9.1. The claimant shall communicate its Reply to an Adjudication Response to all other parties and to the Adjudicator pursuant to Section 32 of the Ordinance within 2 working days after the date on which the Adjudication Response was served on the claimant. The Adjudicator may extend this time limit where he or she concludes that such an extension is justified.
- 9.2. The Reply to an Adjudication Response may only specify the adjudication response, document or evidence (or any part of it) given by respondent that fulfils the grounds under Section 32(3) of the Ordinance.

Article 10 – Jurisdiction of Adjudicator

- 10.1. The Adjudicator may, pursuant to Section 33 of the Ordinance, rule on his or her own jurisdiction, including any objections with respect to the existence, validity, or scope of the underlying contract or the applicability of the Ordinance to the underlying contract, or any grounds relating to Section 33(1) of the Ordinance.
- 10.2. A plea that the Adjudicator does not have jurisdiction shall be raised no later than in the Adjudication Response pursuant to Article 8 of these Rules. A party is not precluded from raising an objection to the Adjudicator’s jurisdiction by the fact that it has participated in the process of nomination and appointment of the Adjudicator.
- 10.3. If a question arises before the appointment of the Adjudicator as to:
 - (a) the existence, validity or scope of the underlying contract; or
 - (b) the applicability of the Ordinance to the adjudication; or
 - (c) the competence of **HKIE** to administer the adjudication;

the adjudication shall proceed and any such question shall be decided by the Adjudicator once appointed.

Article 11 – Conduct of Proceedings

- 11.1. Subject to these Rules and Sections 35 to 37 of the Ordinance, the Adjudicator shall adopt suitable procedures for the conduct of the adjudication in order to avoid unnecessary delay or expense, having regard to the complexity of the issues, the sum in dispute, and the Adjudicator's obligations under the Ordinance, provided that such procedures ensure equal treatment of the parties and afford the parties a reasonable opportunity to present their case.
- 11.2. The Adjudicator and the parties shall do everything necessary to ensure the fair and efficient conduct of the adjudication.
- 11.3. The Adjudicator is not bound by the rules of evidence and subject to Section 37 of the Ordinance, may receive and take into account any relevant document, evidence or information, whether or not it would be admissible in a court of law.
- 11.4. In all matters not expressly provided for in these Rules, **HKIE**, the Adjudicator and the parties shall act in the spirit of these Rules.
- 11.5. The Adjudicator shall make every reasonable effort to ensure that its Determination is valid.

Article 12 – Representation

- 12.1. The parties may be represented by persons of their choice, subject to Articles 12.2 and 12.3. The names, addresses, telephone numbers and/or email addresses of party representatives shall be communicated to all other parties, **HKIE**, and the Adjudicator once appointed. The Adjudicator or **HKIE** may require proof of authority of any party representatives.
- 12.2. After the appointment of the Adjudicator, any proposed change by a party to its representatives shall be communicated promptly to all other parties, the Adjudicator, and **HKIE**.
- 12.3. The Adjudicator may, after consulting with the parties, take any measure necessary to avoid a conflict of interest arising from a change in party representatives, including by excluding the proposed new party representatives from representing in the adjudication proceedings.

Article 13 – Experts

- 13.1. The Adjudicator, unless otherwise agreed by the parties, may appoint one or more independent experts to assist the Adjudicator in assessing the evidence submitted by the parties. Such expert shall report to the Adjudicator, in writing, on specific issues to be determined by the Adjudicator. After consulting with the parties, the Adjudicator shall

establish terms of reference for the expert, including the expert's fees, and shall communicate such terms of reference to the parties and HKIE.

- 13.2. The provisions of Articles 6.3 to 6.4 of these Rules shall apply by analogy to any expert proposed or appointed by the Adjudicator. The expert's obligations shall be to the Adjudicator only.
- 13.3. The parties shall give the expert any relevant information or produce for his or her inspection any relevant documents or materials that he or she reasonably requires of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the Adjudicator for decision.
- 13.4. Upon receipt of the expert's report, the Adjudicator shall send a copy of the report to the parties who shall be given the opportunity to express their opinions on the report. The parties shall be entitled to examine any document on which the expert has relied in his or her report.
- 13.5. The Adjudicator may, on his/her own initiative, or at the request of either party, request the expert, after delivering the report, to attend a conference at which the parties shall have the opportunity to be present and to examine the expert. The provisions of Article 11 of these Rules shall be applicable to such proceedings.
- 13.6. The fees and expenses of the expert shall be considered to be costs of the adjudication proceedings pursuant to Section 54(1)(a)(iii) of the Ordinance.
- 13.7. The provisions of Article 11.1, 11.2, 11.3, and 11.4 of these Rules shall apply by analogy to any expert appointed by the Adjudicator.

Article 14 – Hearings and Conferences

- 14.1. The Adjudicator shall decide whether the adjudication shall be conducted solely on the basis of documents and other materials. The Adjudicator may, on his/her own initiative, or at the request of either parties, hold a hearing or conference for the parties to present evidence or oral arguments.
- 14.2. In the event of a hearing or conference, the Adjudicator shall give the parties adequate advance notice of the relevant date, time and place.
- 14.3. The Adjudicator may determine the manner in which any witness of fact or expert is examined.
- 14.4. The Adjudicator may make directions for the translations of oral statements made at a hearing or conference and for a record of the hearing or conference if he or she deems that either is necessary in the circumstances of the case.

- 14.5. Hearings or conferences shall be held in private unless the parties agree otherwise. The Adjudicator may require any witness of fact or expert to leave the hearing or conference room at any time during the hearing or conference.
- 14.6. Costs of any hearing venue or translation costs that may be required shall be paid by the adjudicator or the HKIE, and would be costs of adjudication proceedings under Section 54 of the Ordinance.

Article 15 - The Adjudicator's Fees and Expenses

- 15.1. The Adjudicator's Fees shall be calculated in accordance with the Fee Schedule published on HKIE's website on the date on which the Notice of Adjudication is served on HKIE and is subject to the capped amount corresponding to the sum in dispute. The adjudicator's fee might exceed the capped amount if the parties have jointly agreed, pursuant to Section 42(5)(b), a longer period for making the Determination by the adjudicator. The fee cap for the Adjudicator's fee may be increased either by mutual agreement of the parties or by a suggested new cap from the ANB or the Adjudicator, which must then be jointly agreed upon by the parties.
- 15.2. If additional set off is raised in an adjudication response, the sum in dispute shall be recalculated in accordance with the principles set out in Article 4.3 and HKIE shall determine and adjust the Adjudicator's fee cap accordingly. HKIE shall notify the parties of the adjusted capped amount as soon as possible.
- 15.3. The Adjudicator's Fees shall cover the activities of the Adjudicator from the time of his or her appointment until the rendering of the Adjudicator's Determination pursuant to Section 42 of the Ordinance.
- 15.4. The Adjudicator is entitled to reimbursement of expenses in accordance with the Practice Note on Fees and Expenses published on HKIE's website on the date on which the Adjudicator was appointed.

Article 16 – Deposits for the Adjudicator's Fees and Expenses

- 16.1. As soon as practicable after receipt of the Notice of Adjudication, HKIE shall, in principle, request the Claimant and the Respondent each to deposit with HKIE an equal amount as an advance for the Adjudicator's fees and expenses.
- 16.2. HKIE may request the parties to make supplementary deposits with HKIE after consulting with or upon the request of the Adjudicator, and in accordance with the Fee Schedule.

- 16.3. **HKIE** may request the parties to make supplementary deposits with **HKIE** in respect of the costs of any expert appointed by the Adjudicator pursuant to Article 13 of these Rules.
- 16.4. **HKIE** may request the parties to make supplementary deposits with **HKIE** in respect of the costs of any hearing venue or translation costs.
- 16.5. If the required deposits are not paid in full to **HKIE** within the time period set by **HKIE**, **HKIE** shall so inform the parties in order that one or another of them may make the required payment.
- 16.6. If a party pays the required deposits on behalf of another party, the Adjudicator shall take such payment into account when issuing the Determination.
- 16.7. After the adjudication has been withdrawn or terminated, **HKIE** shall render an accounting to the parties of the deposits received and shall return any unexpended balance to the parties in the shares in which the deposit was paid by the parties to **HKIE**, or as otherwise instructed by the Adjudicator.
- 16.8. **HKIE** shall place the deposits made by the parties in a dedicated account at a reputable licensed Hong Kong deposit-taking institution. In selecting the account, **HKIE** shall have due regard to the possible need to make the deposited funds available immediately.

Article 17 – Adjudicator’s Determination

- 17.1. The Adjudicator may communicate his or her Determination to **HKIE** by email, facsimile, or physical delivery to the email address, facsimile number, and/or physical address stated on **HKIE**’s website. The Determination shall be signed by the Adjudicator and shall state the date on which it was made. The Adjudicator shall in all cases provide **HKIE** with the requisite number of signed physical copies of the Determination to enable **HKIE** to provide one signed physical copy to each party and retain one signed physical copy for **HKIE**’s records.
- 17.2. Upon receipt of the Determination, **HKIE** shall affix its seal to the Determination and, subject to any lien under Article 17.5 below, communicate it to the parties without delay.
- 17.3. For the purposes of Section 42(7) of the Ordinance, **HKIE** will communicate the Determination to the parties by email, facsimile, and/or physical delivery in accordance with the contact details provided in the Notice of Adjudication, or as otherwise instructed by the parties or the Adjudicator.
- 17.4. The delivery by **HKIE** of either a signed electronic copy by email, or a signed copy by facsimile, or a signed physical copy by physical delivery of the Determination to the parties, whichever is earliest, shall constitute delivery of the Determination for the

purposes of Section 42(7) of the Ordinance. Where **HKIE** delivers a copy of the Determination to the parties by email or facsimile in the first instance, it will also deliver an original signed copy of the Determination to each party.

- 17.5. **HKIE** shall have a lien over any Determination to secure the payment of any outstanding fees and expenses of the adjudicator payable by the parties and may refuse to communicate the Determination to the parties until all such fees and expenses have been paid in full, whether jointly or by one or other of the parties.
- 17.6. The Adjudicator may, on his/her own initiative, or at the request of any party, correct computational or typographic errors or any error of a similar nature in the Determination pursuant to Section 45 of the Ordinance. Any request to correct a Determination pursuant to Section 45 of the Ordinance shall be communicated to the Adjudicator, the other party, and **HKIE** within one working day after communication of the Determination pursuant to Article 17.3 of these Rules.
- 17.7. Any correction to the Determination must be issued by the Adjudicator within five working days after communication of the Determination pursuant to Article 17.3 of these Rules. Any correction to the Determination shall be in writing, and shall be served on the parties pursuant to Articles 17.1 to 17.4 of these Rules.
- 17.8. Where the Adjudicator specifies in his/her Determination that a party must pay an adjudicated amount to the other party under these Rules within a period of time, the period shall be set with consideration of the time when the determination is served by ANB to both parties, and taking into account any time period for correction to the Determination.

Article 18 - Removal of Adjudicator

- 18.1. A party may request **HKIE** to determine whether the Adjudicator should be removed from his or her office because he or she is unable or ineligible to act pursuant to Section 41(f) of the Ordinance. **HKIE** shall determine any request under this provision.
- 18.2. A party that intends to request removal of the Adjudicator shall send notice of its request within five working days after the appointment of the Adjudicator, or five working days after that party became aware of the circumstances mentioned in Article 18.1.
- 18.3. Any request to remove an Adjudicator shall be communicated to **HKIE**, all other parties, and the Adjudicator. The request shall state the reasons for the removal.
- 18.4. Unless the Adjudicator resigns, **HKIE** shall decide on the request for removal. Pending determination of the request, the Adjudicator may continue the adjudication.

18.5. If **HKIE** determines that the Adjudicator should be removed from his or her office as Adjudicator, **HKIE** shall so declare and proceed to terminate the Adjudication pursuant to Section 41 of the Ordinance and Article 20 of these Rules.

Article 19 - Resignation of the Adjudicator

19.1. If the Adjudicator considers that it is not possible to issue the Determination fairly within the period required under Section 42(5) of the Ordinance, the Adjudicator may resign by serving a written notice of resignation upon each party and the **HKIE**.

19.2. The notice of resignation shall be communicated in written form by email, fax, or other method that provides for instantaneous transmission.

19.3. Where an Adjudicator has resigned under this Article, the Adjudicator will not be entitled to receive fees under these Rules.

Article 20 - Termination of the Adjudication

20.1. On the grounds of Section 41 of the Ordinance, an adjudication is terminated if.

- (a) the nominating body fails to nominate and appoint an adjudicator under section 26(2)(a) or 27(5)(a);
- (b) the claimant fails to serve an adjudication submission on the Adjudicator and the respondent within the period specified in Section 30(2) of the Ordinance;
- (c) the claimant serves a notice of withdrawal under Section 40(1) of the Ordinance;
- (d) the respondent pays the claimant in full the sum in dispute;
- (e) the Adjudicator resigns under Section 39(1) or (3) of the Ordinance;
- (f) **HKIE** considers that the Adjudicator is unable or ineligible to act as the adjudicator and determines to remove the Adjudicator under Article 18 of these Rules;
- (g) the Adjudicator fails to serve a determination with the period required under Section 42(5) of the Ordinance;
- (h) the payment dispute is settled by agreement in writing between the parties; or
- (i) the payment dispute is determined in any court or other dispute resolution proceedings.

20.2. Where an adjudication is terminated pursuant to

- (1) Article 20.1(a) and (f) of these Rules, **HKIE** should issue and serve a notice to the Adjudicator (if applicable) and the parties recording the date of termination;

- (2) Article 20.1 (b) and (e) of these Rules, the Adjudicator should issue and serve a notice to **HKIE** and the parties recording the date of termination;
- (3) Article 20.1 (c), (d), (h) and (i) of these Rules, the claimant should issue and serve a notice to **HKIE**, the Adjudicator and the respondent recording the date of termination.

Article 21 – Confidentiality

All persons involved in the adjudication proceedings shall keep all information confidential in accordance with the Ordinance and these Rules.

Article 22 – Complaints

Any party may submit to **HKIE** a complaint about an Adjudicator in accordance with the complaint procedure published on **HKIE**'s website at the time the complaint is submitted. **HKIE** shall determine any complaint in accordance with the complaint procedure.

Fee Schedule 費用附表

(I) ANB Fee Structure

審裁員提名團體費用結構

(HKIE 香港工程師學會)

Sum in dispute 爭議金額		ANB Fee 審裁員提名
From 由	Up to 至	團體費用
0	1,000,000	HK\$8,000
>1,000,000	3,000,000	HK\$12,000
>3,000,000	5,000,000	HK\$25,000
>5,000,000	8,000,000	HK\$38,000
>8,000,000	10,000,000	HK\$50,000
>10,000,000	15,000,000	HK\$60,000
>15,000,000	20,000,000	HK\$70,000
>20,000,000	50,000,000	HK\$80,000
>50,000,000	100,000,000	HK\$90,000
>100,000,000	∞	HK\$100,000

Adjudicator Fee Structure 審裁員費用結構

Sum in Dispute (in HK\$) 爭議金額 (以港元計) (see note 1 below) (見下文註1)	Cases for Adjudicators/ Senior Adjudicators 適用於審裁員/資深審裁員	Required Minimum Post-qualification Experience 所需取得資格後最低經驗	Required Minimum Claim Handling / Dispute Resolution Experience 所需處理申索/爭議解決最低經驗	Hourly Rate Cap (in HK\$) 時薪上限 (以港元計)
up to 5M 5百萬或以下	Adjudicators 審裁員	7 years 7年	5 years 5年	2,000
	Senior Adjudicators (if parties agreed) 資深審裁員 (如各方同意)	12 years 12年	10 years 10年	3,000
> 5M to 10M 5百萬至1千萬	Senior Adjudicators 資深審裁員	12 years 12年	10 years 10年	3,000
> 10M 大於1千萬		18 years 18年	15 years 15年	4,000 #

Parties can agree to have a higher hourly rate than the cap for the appointment of senior professional to be their adjudicators. 如各方同意提高時薪上限，可委任資深專業人士作為其審裁員。

Capped amount of Adjudicator's Fee 審裁員費用上限

Sum in Dispute (in HK\$) 爭議金額 (以港元計) <small>(see note 1 & 2 below) (見下文註1及註2)</small>	Capped amount of Adjudicator's Fee (in HK\$) 審裁員費用上限 (以港元計)
Up to 1,000,000 1百萬或以下	64,000
> 1,000,000 to 3,000,000 1百萬至3百萬	64,000 + 3.800% of & over 1,000,000 64,000 + 超逾\$1,000,000的款額的3.800%
> 3,000,000 to 5,000,000 3百萬至5百萬	140,000 + 3.500% of & over 3,000,000 140,000 + 超逾\$3,000,000的款額的3.500%
> 5,000,000 to 10,000,000 5百萬至1千萬	210,000 + 2.400% of & over 5,000,000 210,000 + 超逾\$5,000,000的款額的2.400%
> 10,000,001 to 20,000,000 1千萬零1至2千萬	330,000 + 1.260% of & over 10,000,000** 330,000 + 超逾\$10,000,000的款額的1.260%**
> 20,000,001 to 50,000,000 2千萬零1至5千萬	456,000 + 0.680% of & over 20,000,000** 456,000 + 超逾\$20,000,000的款額的0.680%**
> 50,000,001 to 80,000,000 5千萬零1至8千萬	660,000 + 0.333% of & over 50,000,000** 660,000 + 超逾\$50,000,000的款額的0.333%**
> 80,000,001 to 250,000,000 8千萬零1至2億5千萬	760,000 + 0.200% of & over 80,000,000** 760,000 + 超逾\$80,000,000的款額的0.200%**
exceeding 250,000,000 超過2億5千萬	1,100,000**

** The adjudicator's fee might exceed the capped amount if the parties have jointly agreed pursuant to Article 15.1.

** 如各方根據第 15.1 條共同決議，審裁員的費用可以超過上表費用上限。

Note 1 註1:

Subject to Note 2 below, the sum in dispute is calculated based on information available at the time of the Notice of Adjudication is served on the ANB

除下文註2以外，爭議金額將根據審裁通知送達審裁員提名團體時所提交的材料計算：

If a payment response has been served by the payment response deadline 如付款回應已在付款回應期限前送達：

- (i) the **claimed amount** (i.e. **payment claim**) minus **admitted amount** (i.e. **payment response**) for payment dispute on **admitted amount** being less than the **claimed amount**, and any outstanding portion of the **admitted amount** not fully paid by the payment deadline (if applicable); or
申索款額（即付款申索）減認付款額（即付款回應），適用於認付款額少於申索款額的付款爭議，及任何未在付款期限前全額支付的認付款額的未付部分（如適用）；或
- (ii) outstanding portion of the **admitted amount** for payment dispute solely on **admitted amount** not fully paid by the payment deadline; or
認付款額的未付部分，適用於僅因認付款額未在付款期限前全額支付的付款爭議；或

If there is no payment response served by the payment response deadline
如未在付款回應期限前送達付款回應：

- (iii) the **claimed amount**. 申索款額

Note 2 註2:

For purpose of ANB Fee and capped amount of Adjudicator's Fee, the sum in dispute shall be calculated in accordance with Note 1 above but, where Article 4.3 and 15.2 apply, may be re-calculated accordingly. 就審裁員提名團體及審裁員的費用上限而言，爭議金額須根據註1計算，但在條例第 4.3 及 15.2 條適用的情況下，則可相應重新計算。

Form A - Notice of Adjudication 表格 A - 審裁通知

PART I 第一部分

Date of Notice served on the respondent

通知送達答辯人的日期:

Name of nominating body*:

提名團體名稱

(1)		Respondent to select one (1) nominating body 由答辯人選擇一個提名機構
(2)		

* Remarks 備註:

- (i) If no nominating body is specified in the construction contract concerned as the nominating body for the payment dispute, **Claimant** must nominate 2 nominating bodies.

如在有關建造合約中沒有指明任何提名團體為該付款爭議的提名團體，申索人須提名 2 個提名團體。

- (ii) If more than one nominating body is specified in the construction contract concerned for the selection of the nominating body for the payment dispute, **Claimant** must nominate 2 nominating bodies from the potential nominating bodies.

如在有關建造合約中指明多於一個提名團體為該付款爭議的提名團體，申索人須從潛在提名團體中提名 2 個提名團體。

- (iii) **Respondent** must, within 5 working days after the date on which the adjudication notice is served on the respondent, select and indicate in the above boxes one of the nominating bodies from the claimant's nomination and serve a written notice on the Claimant to inform the Claimant of the nominating body selected by the Respondent.

答辯人須在審裁通知送達答辯人之日後 5 個工作日內，從申索人的提名中選擇其中一個提名團體及在以上方格中指明，並以書面通知送達申索人，告知申索人獲選的提名團體。

- (iv) If the **Respondent** fails to inform the **Claimant** the selection, the **Claimant** must, within 3 working days after the expiry of the deadline mentioned above—

如答辯人未能在上述截止日期內告知申索人獲選的提名團體，申索人須在上述截止日期屆滿後 3 個工作日內—

- (a) select one of the nominating bodies from the Claimant's nomination; and
從申索人的提名中選擇其中一個提名團體；及
- (b) serve a written notice on the Respondent to inform the Respondent of the nominating body selected by the Claimant.

以書面通知送達答辯人，告知答辯人獲選的提名團體。

PART II 第二部分

1. Claimant's Details 申索人詳細資料

Company: 公司:	
Contact Person: 聯絡人:	

Address: 地址:			
Phone: 電話:		Fax: 傳真:	
Email Address 電郵地址			

1A. Claimant's Representatives (if applicable) 申索人代表 (如適用)

Company/Firm: 公司/事務所:			
Contact Person: 聯絡人:			
Address: 地址:			
Phone: 電話:		Phone: 電話:	
Email Address 電郵地址			

2. Respondent's Details 答辯人詳細資料

Company: 公司:			
Contact Person: 聯絡人:			
Address: 地址:			
Phone: 電話:		Phone: 電話:	
Email Address 電郵地址			

2A. Respondent's Representatives (if applicable) 答辯人代表 (如適用)

Company/Firm: 公司/事務所:			
Contact Person: 聯絡人:			
Address: 地址:			
Phone: 電話:		Phone: 電話:	
Email Address 電郵地址			

3. Contract Details 合約詳細資料

<p>Please indicate 請指明:</p> <p><input type="checkbox"/> Public Main contract 公共主合約</p> <p><input type="checkbox"/> Private Main contract 私人主合約</p> <p><input type="checkbox"/> subcontract (please also fill in Part 3A-Main Contract Details) 分包合約 (請填寫部分 3A - 主體合約詳情)</p>	<p>Please indicate 請指明:</p> <p><input type="checkbox"/> Works contract 工程合約</p> <p><input type="checkbox"/> Supply contract, such as material/plant/equipment, etc. 供應合約, 例如物料 / 機械 / 設備等。</p> <p><input type="checkbox"/> Consultancy services 顧問服務</p> <p><input type="checkbox"/> Other service contract in relation to construction work 與建造工程有關的其他服務合約:_____</p>
<p>Project Title or Reference 項目名稱或參考編號 (or a brief description of the project) (或項目簡述):</p>	
<p>Contract Number and a brief description of the contract made with Respondent: 合約編號及與答辯人訂立的合約的簡述:</p>	
<p>Contract Sum 合約金額:</p>	
<p>Form of Contract¹ 合約形式¹</p>	
<p>Contract is <input type="checkbox"/>written/ <input type="checkbox"/>oral/ <input type="checkbox"/>partly written and partly oral. 合約為 <input type="checkbox"/>書面 / <input type="checkbox"/>口頭 / <input type="checkbox"/>部分書面及部分口頭。</p>	

¹ (Examples, GCC for Building Works/ Civil Eng. works/E&M Eng. works; NEC Engineering and Construction Contract (ECC)/ Term Service Contract (TSC)/ Professional Services Contracts (PSC); HKIS's Standard Form of Building Contracts; HKIA/HKICM/HKIS' Agreement and Schedule of Conditions of Building Contract; HKCA' Standard Form Domestic Sub-contract) (例如, 建築工程/土木工程/機電工程的合約一般條件; 新工程合約的工程及建造合約 (ECC)/定期服務合約 (TSC)/專業服務合約 (PSC); 香港測量師學會的標準建築合約; 香港建築師學會/香港營造師學會/香港測量師學會的建築合約協議; 香港建築商會的標準指定分包合約表格)

3A. Main Contract Details [If Claimant is subcontractor, please fill in below, if known.]
 主合約詳情 [如申索人為分包商，請填寫以下（如已知）。]

<input type="checkbox"/> Public Main contract 公共主合約		<input type="checkbox"/> Private Main contract 私人主合約	
Contract Number and Title 合約編號及名稱			
Contractor Name 承辦商名稱			
Contract Sum 合約金額			
Contact Person and email 聯絡人及電郵			
Contract Administrator 合約管理人		Company Name 公司名稱:	
		Contact Person 聯絡人:	

4. **Payment Claim 付款申索: Claimed Amount 申索款額** HK\$_____.

5. **Payment Response 付款回應:**

(a) **Admitted Amount 認付款額** no 否; yes 是, HK\$_____.

(b) **Set-off 抵銷 / Deduction 扣減** no 否;

amount agreed by the Claimant 申索人同意的款額,
 HK\$_____.

amount disagreed by the Claimant 申索人不同意的款額,
 HK\$_____.

6. **Amount paid in relation to the payment dispute 與付款爭議有關的已付款額:**
 HK\$_____.

7. **Nature and Description of the Payment Dispute 付款爭議的性質及描述**

- Claimed Amount is disputed in full 對申索款額的全數均有爭議
- Admitted Amount less than Claimed Amount 認付款額少於申索款額
- Failure to pay Admitted Amount in full by the payment deadline of the progress payment 未能在進度付款的付款期限前全數支付認付款額
- Failure to payment response on or before payment response deadline 未能在付款回應期限前或之前作出付款回應

Payment Dispute involving 付款爭議涉及:

- Site measurement 實地測量
- Valuation of works/services (including valuation of variations) 工程 / 服務的估值 (包括變更的估值)

- Quality of works 工程質量
- Time-related disputes (EOT / Delay / Disruption) 與工期有關的爭議 (延期/ 延誤 / 干擾)

8. Interest rate 利率

Please indicate if interest rate for late payment is specified in the contract 請指明合約中是否已經釐定逾期付款的利率:

- no 否.
- yes, please indicate the interest rate 是，請指明利率 [] % and the contractual provision 及合約條文: _____

9. Preference on Adjudicator*對審裁員的偏好

- Senior Adjudicator 資深審裁員[Reasons原因: _____]
- Language requirement 語言要求: _____
- Others 其他: _____

HKIE reserves right to nominate and appoint an appropriate Adjudicator. 香港工程師學會保留提名及委任適當審裁員的權利。

10. Optional List of Attachments (please provide two (2) sets of each attachment) 選填附件清單 (每份附件請提供兩 (2) 套)

- Relevant Contractual Terms and Conditions (if applicable) 相關合約條款及條件 (如適用)
 - Copy of Payment Claim 付款申索副本
 - Copy of Payment Response Received (if any) 已收取的付款回應副本 (如有)
 - Copy of prior Assessments (if applicable) 先前評定書副本 (如適用)
 - Other relevant documents (e.g., expert reports, photographs, etc.)
其他相關文件 (例如專家報告、照片等)
- Please indicate 請指明[_____]
(use additional sheet if necessary 如有需要請附加額外紙張)

Reminders for Claimant on subsequent “Adjudication Submission” 對申索人後續「審裁陳詞」的提醒:

Once the adjudicator is appointed, the claimant is required to submit the **adjudication**

submission (the submission) **within one working day** after the date on which the claimant is informed of the appointment under Section 26(2)(b) or Section 27(5)(b) of the Ordinance. The submission should be concise with clear reference(s) and indicative label(s) to any annex(es), if any. An adjudication submission may contain any supporting documents and evidence that the Claimant considers relevant to the adjudication. Below is example of information that is typically required to facilitate the resolution of the payment dispute.

一旦審裁員被委任，申索人須在根據條例第 26(2)(b) 或第 27(5)(b) 條獲告知委任之日後一個工作日內提交審裁陳詞（陳詞）。陳詞應簡潔，並對任何附件（如有）有明確參考及指示標籤。審裁陳詞可包含申索人認為與審裁有關的任何支持文件及證據。以下是通常所需便利解決付款爭議的資料例子。

- The submission refers to a specific payment claim. 陳詞涉及特定的付款申索。
- a copy of the payment claim and payment response (if any) and record of completion of relevant claim handling procedure (if applicable). 付款申索及付款回應（如有）的副本及有關申索處理程序完成的記錄（如適用）。
- a copy of the contract payment schedule (if applicable). 合約付款時間表的副本（如適用）。
- a copy of the relevant contract. If a written contract does not exist, a document referring to the terms of the verbal agreement. 相關合約的副本。如無書面合約，則提交涉及口頭協議條款的文件。
- other relevant submissions (e.g. correspondence between the parties relating to the payment claim, previous invoices, expert reports). 其他相關文件（例如各方之間與付款申索有關的通訊、先前發票、專家報告）。
- record on the service of notice of adjudication to the respondent. 向答辯人送達審裁通知的記錄。

For the page limitation and format requirements for the adjudication submission, if any, please refer to **HKIE**'s website.

就審裁陳詞的頁數限制及格式要求（如有），請參考 香港工程師學會的網站。

Form B - Potential Adjudicator's Declaration of Acceptance

表格 B - 潛在審裁員的接受提名聲明

Input by HKIE 由香港工程師學會填寫

Case number 案件編號: _____

Adjudicator rank required for the case 案件所需
審裁員級別:

Adjudicator 審裁員

Senior Adjudicator 資深審裁員

I, the undersigned, 本人, 即下方簽署人

Last Name 姓: _____ First Name 名: _____

(Please check one box 勾選其一)

NON-ACCEPTANCE 不接受:

- decline** to serve as the Adjudicator for the above-referenced case. 拒絕擔任上述引述案件的審裁員。

ACCEPTANCE 接受:

- accept** to be nominated and, upon appointment is made, to serve as the Adjudicator for the above-referenced case. - 接受被提名，並在受委任後擔任上述引述案件的審裁員。

By this acceptance, I declare that 透過接納此提名，本人申報:

- (a) I have duly considered *Guideline on Conflicts of Interest in Adjudication under SOPL* 本人已對建造業付款保障條例下有關審裁中的利益衝突指引作妥當考慮;
- (b) to the best of my knowledge, there is no conflict of interest in respect of my appointment as the Adjudicator, and there are no circumstances likely to give rise to justifiable doubts as to my independence or impartiality as the Adjudicator 據本人所知，就本人作為審裁員的委任並無利益衝突，並無可能引起對本人作為審裁員的獨立性或公正性存在合理懷疑的情況;
- (c) I will act independently, impartially, and in a timely manner, and I will avoid incurring unnecessary expenses; and 本人將獨立、公正及及時行事，並避免招致不必要開支；及
- (d) I will comply with the principles of natural justice and decide the payment dispute in accordance with the applicable law 本人將遵守自然公正原則，並根據適用法律決定付款爭議。

- declare that I **accept** to be nominated and, upon appointment is made, to serve as the Adjudicator for the above-referenced case. 本人申報本人接受被提名，並在受委任後擔任上述引述案件的審裁員。

By this acceptance, I declare and **disclose** that 透過接納此提名，本人申報及披露:

- (a) I have duly considered the *Guideline on Conflicts of Interest in Adjudication under SOPL* 本人已結合 *建造業付款保障條例* 下有關審裁利益衝突指引進行妥當考慮;
- (b) to the best of my knowledge, there is no conflict of interest in respect of my appointment as the Adjudicator 據本人所知，就本人作為審裁員的委任並無利益衝突;
- (c) I will act independently, impartially, and in a timely manner, and I will avoid incurring unnecessary expenses 本人將獨立、公正及及時行事，並避免招致不必要開支;
- (d) I will comply with the principles of natural justice and decide the payment dispute in accordance with the applicable law; and 本人將遵守自然公正原則，並根據適用法律決定付款爭議；及
- (e) with reference to the *Guideline on Conflicts of Interest in Adjudication under SOPL*, there are circumstances, as listed in *Table 1*, that are likely to give rise to justifiable doubts as to my independence or impartiality as the Adjudicator 參考《*建造業付款保障條例*》下《*審裁中的利益衝突指引*》，下方表格1所列的情況可能引起對本人作為審裁員的獨立性或公正性的合理懷疑。

Table 1 表格1:

Guidelines relevant clauses 指引內有關係文	Relationships關係

Besides, together with my CV attached, I disclose my **recent 3-year employment history** in *Table 2* for parties' reference.

此外，連同本人附上的履歷，本人於表 2披露本人最近 3 年的就業記錄供各方參考。

Table 2 表格2:

Duration 期間	Employer Name 僱主名稱	Position 職位
e.g. 2021-2022 Dec 示例 2021-2022 年 12 月	XXX	Director 董事

I shall, from the time of accepting the appointment until the adjudication proceedings are completed, as soon as I am aware, disclose to the parties to the adjudication and **HKIE** any conflict of interest and/or circumstances that are likely to give rise to justifiable doubts as to my independence or impartiality as the Adjudicator.

本人將從接受委任時起至審裁程序完成止，一旦本人知悉，即向審裁各方及香港工程師學會披露任何利益衝突及／或可能引起對本人作為審裁員的獨立性或公正性的合理懷疑的情況。

As the Adjudicator for the above-referenced case, I will charge this adjudication case with hourly rate: HK\$_____/hr, subject to applicable ceiling as specified by **HKIE**, if any.

作為上述案件的審裁員，本人將就此審裁案件收取時薪：HK\$_____/小時，並受香港工程師學會指定的費用上限（如有）所規限。

I declare that all of the above information provided is true to the best of my knowledge and belief

本人申報以上所有提供的資料盡本人所知所信乃真確無誤。

Name姓名: _____

Signature簽署: _____

Date日期: _____