Payment Claim served

Payment Schedule served by the Respondent within earlier of:
- 10 days after Payment Claim is served: or
- within the time required by the construction contract

Payment Schedule not served by the Respondent within earlier of:
- 10 days after Payment Claim is served: or
- within the time required by the construction contract

2 Options

Claimant agrees with lesser amount in payment schedule

Claimant disagrees with lesser amount in payment schedule

Respondent pay the whole schedule amount by the due date. See section 11 of the Act.

Finalised

Claimant must lodge any Adjudication Application within **10 business days** after receipt of the payment schedule

Respondent is liable to pay Claimant on due date.

Payment made by due date

Finalised

Payment not made by due date

Interest payable at greater rate of:
- s101 *Civil Procedure Act 2005*; or
- construction contract

Entitlement to exercise lien over any unfixed plant or materials supplied by Claimant

Serve at least **2 business days'** notice under the Act to suspend works

2 Options

Option 1: Within **20 business days** after due date for payment serve notice of intention to apply for Adjudication (Adjudication Notice).

Option 2: Recover due amount in court – Respondent can't bring a cross claim or raise any defence in relation to matters under the construction contract

Provide Respondent with **5 business days** to serve 17(2) Payment Schedule

If 17(2) Payment Schedule received, lodge Adjudication Application within **10 business days** after 17(2) Payment Schedule received

If 17(2) Payment Schedule not received, lodge Adjudication Application with 10 business days after the expiry of the 5 business days given by the Adjudication notice.

Claimant can require Principal Contractor to retain sufficient money to cover the claim

Interest payable at greater rate of:
- s101 *Civil Procedure Act 2005*; or
- construction contract

Respondent doesn't pay the scheduled Payment Claim by the due date. See section 11 of the Act.

Entitlement to exercise lien over any unfixed plant or materials supplied by Claimant

2 Options

Option 2: Recover due amount in court – Respondent can't bring a cross claim or raise any defence in relation to matters under the construction contract

Serve at least **2 business days'** notice under the Act to suspend works

Option 1: Within **20 business days** after due date for payment lodge Adjudication Application

Claimant can require Principal Contractor to retain sufficient money to cover the claim in accordance with section 26A of the Act

If a Payment Schedule has been served by the Respondent, any Respondent Adjudication response must be filed and served by the Respondent by the later of:
- **5 business days after receipt of Application**; or
- **2 business days after receipt of Adjudicator's Acceptance of Application**.

(Must only include in the response reasons for withholding payment that have been included in the Payment Schedule) (Adjudication Response)

Adjudication Determination

2 Options

Option 1: Parties agree to extend time for Adjudicator to determine claim

Option 2: Parties don't agree to extend time for Adjudicator to determine claim

Adjudicator must determine Application within agreed timeframe

Adjudicator must determine Application within **10 business days of acceptance of Application**, if the respondent has no right to serve a response, or 10 business days after receipt of the adjudication response

The Adjudicator determines the amount to be paid by the respondent.

Respondent must pay adjudicated amount within **5 business days, or date determined by Adjudicator**

If paid matter is resolved

If not paid, Claimant should request an Adjudication Certificate from the Adjudicator

Claimant may request interest payable to be specified in the Adjudication Certificate

Adjudication Certificate may be filed as a judgment debt in Court. An affidavit of proof of debt for unpaid adjudicated amount must also be filed.

BANNERMANS LAWYERS

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