



RULES OF PROCEDURE FOR THE NOMINATION AND APPOINTMENT OF ADJUDICATORS

1 SEPTEMBER 2026



The Dispute Board Federation (DBF) Adjudicator Nominating Body

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Preamble

"Application" means an application submitted to the Institution seeking nomination of an adjudicator.

"Institution" means The Dispute Board Federation or DBF.

"Notice of Adjudication" means the notice commencing adjudication under the applicable contract or statute.

"Referring Party" means the party referring the dispute to adjudication.

"Responding Party" means the party against whom the adjudication is commenced.

The term "Adjudicator" is to be read interchangeably with its plural "adjudicators" when the dispute board is comprised of a panel.

Article 1. Introduction and Purpose

1. These Rules of Procedure ("**Rules**") govern the nomination and appointment of adjudicators by the Institution, acting in its capacity as an Adjudicator Nominating Body (ANB).
2. The Rules are designed to ensure:
 - a. Independence, impartiality, and transparency in the nomination process;
 - b. Efficiency in meeting statutory and contractual timelines; and



- c. Appointment of appropriately qualified adjudicators for disputes of sufficient complexity and value.
3. These Rules apply to disputes such as those arising under construction contracts or related agreements, whether statutory or contractual adjudication applies. This enumeration is not exhaustive.

Article 2. Scope and Eligibility

1. The Institution shall accept applications for the nomination of an adjudicator in disputes with a minimum value of £100,000, unless otherwise agreed by the Institution, in exceptional circumstances.
2. The Institution may decline to act where:
 - a. The dispute falls outside construction-related matters;
 - b. The application is incomplete or defective;
 - c. There is evidence of abuse of process; or
 - d. The Institution lacks access to suitably qualified adjudicators.
3. The Institution shall not be required to provide reasons for declining an application.

Article 3. Commencement of the Nomination Process

1. The nomination process is initiated upon receipt of:
 - a. A completed Application for Nomination;
 - b. A copy of the Notice of Adjudication;
 - c. Relevant contractual extracts (including adjudication provisions);
 - d. Evidence of service of the Notice of Adjudication to the opposing Party.
2. The Institution shall acknowledge receipt within one (1) working day, after receiving the documents above.



3. The Institution shall conduct an initial compliance review to verify:
 - a. Completeness of the submission, pursuant to Article 3.1 of the Rules.
 - b. Jurisdictional sufficiency of the Notice of Adjudication;
 - c. Information about the parties; and
 - d. Scope of the dispute.
4. The Institution may request such additional information or documentation as it considers necessary to assess the application or identify a suitable adjudicator.
5. The nomination of a candidate shall not constitute an appointment. Appointment occurs only upon issuance of the Appointment Letter by the Institution.
6. Where an appointed adjudicator becomes unable or unwilling to continue acting, the Institution may, upon request, nominate and appoint a replacement adjudicator.

Article 4. Timeline for Nomination

1. For the purposes of these Rules, an application shall be complete only when all documents required under Article 3.1 have been received.
2. The Institution shall use its best endeavours to nominate an adjudicator within five (5) days of receipt of a complete application.
3. The nominated adjudicator must confirm acceptance or refusal within two (2) days of nomination.
4. Where the adjudicator declines, or no response is received within the prescribed period, the Institution shall promptly nominate an alternative adjudicator.
5. The Institution shall not be responsible for any failure by the parties to comply with the statutory deadlines.



Article 5. Acceptance of the Nomination

1. The nominated adjudicator shall confirm the acceptance of the nomination by completing the Acceptance Form.
2. The nominated adjudicator shall conduct reasonable conflict checks and disclose any actual, potential, or perceived conflicts of interest.
3. The nominated adjudicator must confirm in writing that:
 - a. Have familiarised himself/herself with the available case documentation;
 - b. Have conducted reasonable conflict checks;
 - c. No conflict exists that would prevent appointment;
 - d. Is competent to determine the dispute.
4. The nominated adjudicator shall indicate in the Acceptance Form the proposed hourly and/or daily rate.
5. The Institution may decline to appoint an adjudicator where a conflict is identified.

Article 6. Selection Criteria

1. In making an appointment, the Institution will be guided by the following criteria:
 - a. Relevant expertise (legal, technical, commercial);
 - b. Experience in disputes of comparable value and complexity;
 - c. Availability to act within statutory timelines;
 - d. Independence and absence of conflicts; and
 - e. Any representations made by the parties.

Article 7. Appointment and Confirmation

1. After receipt of the Acceptance Form from the adjudicator, the Institution will issue a formal Appointment Letter and notify the adjudicator and the parties.



2. After this step, the parties and the adjudicator will liaise directly about the procedure, without the need to include the Institution in their communications.

Article 8. Role and Obligations of the Parties

1. The parties shall cooperate with the adjudicator and the Institution and comply with all procedural directions issued by the adjudicator.
2. The parties are jointly and severally liable to pay the reasonable fees and expenses of the adjudicator, whether or not a decision is reached.
3. Payment obligations fees shall be paid directly according to the terms of appointment agreed between the adjudicator and the parties.
4. In the event of settlement, the parties must promptly inform the adjudicator, and the parties shall agree or state which party is responsible for outstanding fees.

Article 9. Role and Powers of the Adjudicator

1. The adjudicator shall:
 - a. Act impartially and independently;
 - b. Adopt procedures suitable for the dispute;
 - c. Comply with statutory requirements.
2. The adjudicator has the authority to:
 - a. Request further information or documents;
 - b. Conduct hearings or site visits where appropriate;
 - c. Determine their own jurisdiction;
 - d. Allocate costs relating to their fees and expenses.
3. Adjudicators are advised to maintain adequate professional indemnity insurance.



Article 10. Role and Status of the Institution (The DBF)

1. The Institution's role is strictly administrative and limited to processing nomination requests and selecting and appointing adjudicators.
2. The Institution:
 - a. Shall use best endeavours to identify a suitable adjudicator;
 - b. Does not guarantee the availability, performance, or quality of any adjudicator;
 - c. Does not act as an agent of the adjudicator.
3. Neither the Institution nor its officers, employees, committee members or agents shall be liable for any act or omission in connection with the nomination or appointment process, any act or omission of the adjudicator, the conduct of the adjudication or the outcome of any decision.

Article 11. Adjudicators' Fees

1. The Institution shall not be responsible for collecting adjudicator fees and enforcing payment.
2. The parties will pay the adjudicator for his/her service directly pursuant to the Adjudication Agreement concluded directly between the adjudicator and the Parties.

Article 12. Confidentiality & Data Protection

1. The Institution, adjudicator, and parties shall maintain confidentiality of all documents submitted, the existence and content of the dispute, and the adjudicator's decision, unless disclosure is required by law.
2. The Institution may process personal data for the purposes of administering nominations and appointments and shall do so in accordance with applicable data protection legislation.



Article 13. Governing Principles

1. The Institution shall at all times act with:
 - a. Impartiality and independence;
 - b. Procedural fairness;
 - c. Efficiency and speed;
 - d. Integrity of the adjudication process.

Article 14. Electronic Communications

Any notice, application, nomination, acceptance, appointment or communication may be sent electronically and shall be deemed received on the date of transmission unless shown otherwise.

These Rules come into effect on 1 September 2026 and apply to all applications received thereafter.



Model Adjudication Clause

Adjudication Clause (Construction Contracts)

Any dispute, difference, or claim arising under or in connection with this Contract shall be referred to adjudication at any time.

Where the parties are unable to agree on the identity of the adjudicator within the time required, either party may apply to The Dispute Board Federation (DBF) to nominate an adjudicator.

The adjudicator shall be appointed by The Dispute Board Federation (DBF) in accordance with its Rules of Procedure in force at the date of the application.

The adjudicator's decision shall be binding on an interim basis and shall be complied with forthwith, unless and until the dispute is finally determined by legal proceedings, arbitration, or agreement.

*Adjudication Clause (**England & Wales** Construction Contracts)*

Any dispute, difference, or claim arising under or in connection with this Contract shall be referred to adjudication at any time.

The adjudication shall be conducted in accordance with the provisions of the Housing Grants, Construction and Regeneration Act 1996 (as amended) and, where applicable, the Scheme for Construction Contracts.

Where the parties are unable to agree on the identity of the adjudicator within the time required, either party may apply to The Dispute Board Federation (DBF) to nominate an adjudicator.

The adjudicator shall be appointed by The Dispute Board Federation (DBF) in accordance with its Rules of Procedure in force at the date of the application.

The adjudicator's decision shall be binding on an interim basis and shall be complied with forthwith, unless and until the dispute is finally determined by legal proceedings, arbitration, or agreement.



The Dispute Board Federation (DBF)

<https://dbfederation.org/>

Geneva Office

The Dispute Board Federation

Rue du Commerce 4

1204 Geneva

Switzerland

Tel: +41 22 819 19 68

London Office

The Dispute Board Federation

25 Southampton Buildings

London, WC2A 1AL

United Kingdom

Tel: +44 20 7867 3981

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