

SCHEDULE 14

1. Forthwith upon the agreement or determination of his terms of remuneration the Adjudicator shall notify the parties to the Dispute in writing of his appointment (*Notice of Appointment*) and the address and the facsimile, if any, at which notices or other communications should be addressed to him.
2. All notices, written submissions and any other written communications between the parties to the Dispute and the Adjudicator shall either be delivered by hand, sent by facsimile or sent by first class pre-paid post or recorded delivery and shall in each case be copied simultaneously (delivered or sent as aforesaid) to the other parties. Copies by way of confirmation of all communications by facsimile between the parties to the Dispute and the Adjudicator shall also be sent by first class post not later than the business day next following the date of the original facsimile transmission.
3. Within 7 days of receipt of the Notice of Appointment (or where more than one Dispute is referred to the Adjudicator within 7 days of receipt of the latest Notice of Adjudication if later) each party to the Dispute may make one written submission to the Adjudicator and within 7 days from the date of receipt of the written submission of any other party to the Dispute may make a written response to that other party's submission. Any submission made by any party shall contain copies of all documents on which that party wishes to rely (or a list of such documents if they are already in the possession of any other party to the Dispute). All written submissions and written responses shall either be delivered by hand or sent by facsimile or post in accordance with paragraph 2 of this Schedule 14 within the relevant periods referred to in this paragraph 3. The Adjudicator shall consider such written submissions and written responses as may be made by the parties pursuant to this paragraph 3.
4. The Adjudicator may with the consent of the parties to the Dispute seek legal or technical advice from consultants whose appointment by the Adjudicator (including terms of remuneration) is subject to the approval of the parties to the Dispute.
5. The Adjudicator may, in his discretion, but shall not be obliged to:
 - (a) convene meetings upon reasonable notice to the parties to the Dispute at which the parties and their representatives shall be entitled to be present;
 - (b) submit lists of questions to the parties to the Dispute to be answered in such meetings or in writing within such reasonable time as he may require;
 - (c) require the parties to the Dispute to provide him with such information, access and other facilities as he may reasonably require for the determination of the Dispute;
 - (d) otherwise take such action and adopt such procedures as do not conflict with any of the provisions of the Contract or this Schedule 14 and shall be

reasonable and proper for the just, expeditious and economical determination of the Dispute;

(e) inspect parts of the Underground Network as appropriate and necessary for the Dispute in question.

6. The Adjudicator shall adopt any other procedures (including any variation of the procedures provided for under this Schedule 14) which may be agreed between the parties to the Dispute for determination of the Dispute.

7. The Adjudicator shall act impartially and as an expert (not as an arbitrator) in the conduct of the reference and in reaching his decision.

8. All information of whatever nature provided to the Adjudicator by any party to the Dispute shall be copied to the other party or (where copying is not practicable) the other party to the Dispute shall be entitled to inspect it.

9. All meetings shall be private and save as expressly provided in this Schedule 14 or as required by law the Adjudicator shall keep confidential the Dispute, all information of whatever nature provided to him by or on behalf of any party and his decision.

10. No decision given by a Project Manager or a Contract Manager shall disqualify him from appearing before the Adjudicator and answering (orally or in writing) questions put by the Adjudicator on any matter whatsoever relevant to the Dispute.

11. Where a Dispute, in accordance with the provisions of Clause 47.4.1(b), is to be determined in the same reference to Adjudication as an Associated Contract Dispute at any time after appointment of the Adjudicator:

(a) the parties may within 14 days each make one written submission to the Adjudicator in relation to the Dispute;

(b) all parties to the reference shall be deemed to have agreed that the time limit for issue of the Adjudicator's decision shall be extended to expire 35 days after the making of the submissions, referred to in paragraph 11 (a) of this Schedule;

(c) subject to any agreement of the parties, the Adjudicator shall allocate payment of his remuneration and expenses between the parties. Unless the parties otherwise agree, the Adjudicator shall award the payment of his remuneration and expenses on the general principle that costs should follow the event, except where it appears to the Adjudicator that in the circumstances this is not appropriate in relation to the whole or part of his remuneration or expenses. The parties agree to be bound by the Adjudicator's allocation of payment of his remuneration and expenses and shall pay such remuneration and expenses in accordance with the Adjudicator's direction unless and until the direction of the Adjudicator is set aside or revised by the Courts pursuant to clause 47.6 hereto;

- (d) all information of whatever nature provided to the Adjudicator by any party shall be copied to the other parties or (where copying is not practicable) the other parties shall be entitled to inspect it.