

CIF Specialist Contract Document 1999
Insert RE: Construction Contracts Act 2013

1. Definitions:

“Contractor” is the “other party” for the purposes of the Construction Contracts Act 2013 only. Also referred to as the “other person” in Section 4(4) & Section 6(2)

“Specialist Contractor” is the “executing party” under the Construction Contracts Act 2013.

11. Payments to Specialist Contractor:

Payments to be made to the Specialist Contractor must comply with the requirements of the Construction Contracts Act 2013.

The statutory entitlement of the Specialist Contractor to refer a dispute for Adjudication operate alongside those entitlements stipulated in the Contract.

NOTE:

The Construction Contracts Act 2013 renders clauses which provide that the payment of an amount due under a construction contract or the timing of that payment is conditional on the making of a payment by a person who is not a party to the contract, except in following situations: winding up, petition to wind up, appointment of a receiver, appointment of an examiner, or bankruptcy of that person who is not a party to the contract.

In order for a contractor to be able to avail of this protection, there must be a clause providing for this included in the contract.