**Notice of Intention to Refer Payment Dispute for Adjudication**

**26th May 2020**

**Limited**

**v**

**Limited**

**Keith Kelliher**

**Kelliher & Associate Quantity Surveyors**

**Office Unit 1 Unit 9 Swanward Business Centre,**

**Ballymount Road Upper**

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**E:** info@quantitysurveyor.ie

kkelliher@adjudicator.ie

**Construction Contracts Act, 2013**

**Notice of Intention to refer Payment Dispute for Adjudication**

- pursuant to section 6(2) of the Construction Contracts Act, 2013

**Contract Title:** Mechanical Installation works

**Site Address:** Joe Blogg Road

**Referring Party Details**:

Name: Limited

 Address: 1 The Enterprise Centre,

 The Avenue,

 Dublin.

 Contact Name Mr H

 Contact Email

 Contact Mobile

 Status Sub-Contractor, Mechanical Works

 Contact Person for Adjudication Process Keith Kelliher (Kelliher & Associates)

 Email kkelliher@adjudicator.ie info@quantitysurveyor.ie

 Telephone 01 4424624 / 086 2154997

**Responding Party Details**:

Name: Limited

Address: 2 The Street

 Dublin 2

 Contact Name Director

Contact Email

 Contact

Status Main Contractor on project

Contact Person for Adjudication Process Director

Contact Email

 Contact

**Amount in Dispute:** The amount in dispute is € XXXXXX excluding VAT and/or interest for late payments.

**Details of the Payment Dispute**

By way of a Sub-Contract order reference 16 dated the 20th July 2019, the Referring Party entered into a Contract with the Responding Party for the supply and installation of mechanical works as part of a new restaurant fitout at the Place, on the Way in Dublin 2.

The Referring Party commenced their works on or around the 25th November 2019.

The Referring Party submitted a payment valuation at the end of each month in line with the agreement with invoices also issued by the Referring Party. The Responding Party subsequently issued certificates for payment. This occurred throughout the currency of the project in December 2019 and January, February, and March 2020.

Payment was made by the Responding Party for the valuation, invoice, and certificate for payment for month one in full. This payment was received by the Referring Party on the 17th February 2020. This payment was late as it was due for payment on the 30th January 2020 in line with the agreement.

The Responding Party have failed to make any subsequent payments on the project.

The current position of the account between the parties can be summarised as follows, after the deduction of retention has been applied (Note figures exclude VAT):

* value of the payment applications made by the Referring Party is €100k
* value of invoices issued by the Referring Party is €100k
* value of certificates for payment issued by the Responding Party is €100k
* yet the total value paid is €15k
* which leaves an outstanding sum of €75k
* €75k is therefore in dispute for non-payment

The Referring Party will be seeking the following decisions:

1. a declaration that the Responding Party pay’s the Referring Party the sum of €75k (excluding VAT) or other such other sum as the Adjudicator may deem appropriate;
2. that the Referring Party is entitled to interest on such sums and that the Responding Party make payment of such interest from the date they fell due in the sum of €203.30 (calculated up to and including the 15th May 2020) or other such sum as the Adjudicator may deem appropriate;
3. that the Referring Party is entitled to interest on such sums and that the Responding Party make payment of such interest from the 15th May 2020 to the date of payment at an interest rate of 0.022% per day or other such sum as the Adjudicator may deem appropriate;
4. a declaration that the Responding Party is in breach of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 and that the Referring Party is entitled, under Section 9(1) to any and all compensations that the legislation allows as been €100 or other such sum as the Adjudicator may deem appropriate.
5. a declaration that the Responding Party is in breach of the European Communities (Late Payment in Commercial Transactions) Regulations 2012 and that the Referring Party is entitled, under Section 9(3) to any and all reasonable costs incurred that the legislation allows, that been, €1,500.00 plus VAT or other such sum as the Adjudicator may deem appropriate.
6. such further and/or other relief as the Adjudicator may deem appropriate;
7. that the Responding Party pays the fees and expenses of the Adjudicator;
8. that any such sum the Referring Party is to be paid by the Responding Party be paid within 7 days of the Adjudicator’s decision or such other period as the Adjudicator may deem appropriate.

Issued on behalf of the Referring Party by Keith Kelliher of Kelliher and Associates Quantity Surveyors on the 26th May 2020.

Enclosed

* This Notice of Intention to Refer Dispute for Adjudication (which includes the name, address and contact details of each party to the construction contract; the relevant details of the payment dispute, the amount in dispute, the nature of the payment dispute, and the site address)
* A copy of Sub-Contract (Sub contract Order)
* A copy of the Invoices from the Referring Party
* A copy of the Certificates for Payment from the Responding Party