

EXPLANATORY STATEMENT

Construction Contracts (Security of Payments) Legislation Amendment Bill 2019

SERIAL NO. 92

LEGISLATIVE ASSEMBLY OF THE NORTHERN TERRITORY

ATTORNEY-GENERAL AND MINISTER FOR JUSTICE

GENERAL OUTLINE

This Bill amends the *Construction Contracts (Security and Payments) Act 2004*, the *Community Justice Centre Act 2005* and the *Construction Contracts (Security of Payments) Regulations 2005*.

The purpose of this Bill is to:

- (a) clarify when a payment dispute arises, when adjudication may occur, and how determinations may be enforced;
- (b) standardise the timeframes in which something must be done under the *Construction Contracts (Security and Payments) Act* to that of business days and define the meaning of that term;
- (c) modify adjudication timeframes and revise the processes for appointing adjudicators;
- (d) provide for 'opting out' of adjudication under the *Construction Contracts (Security and Payments) Act 2005* for high value construction contracts;
- (e) provide a mechanism that will allow the monetary limit for adjudications that may be undertaken by the Director of the Community Justice Centre to be determined in regulations; and
- (f) transfer review jurisdiction under Part 5 of the *Construction Contracts (Security of Payments) Act 2004* from the Local Court to the Northern Territory Civil and Administrative Tribunal (NTCAT).

NOTES ON CLAUSES

Part 1 Preliminary matters

Clause 1. Short Title

This is a formal clause which provides for the citation of the Bill. The Bill, when passed, may be cited as the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019*.

Clause 2. Commencement

This is a formal clause which provides when the Act will commence. The Act will commence on a day fixed by the Administrator by Gazette notice.

Part 2 Amendment of Construction Contracts (Security of Payments) Act 2004

Clause 3. Act amended

This is a formal clause which sets out Part 2 as amending the *Construction Contracts (Security of Payments) Act 2004*.

Clause 4. Section 4 amended (Definitions)

This clause amends the list of specific terms and their meaning within section 4 by:

- (a) replacing the current definition of 'working day' with a new 'working day' definition that sets out that a working day is any day other than a Saturday, Sunday or public holiday, and that the period starting on 25 December of one year and ending on 7 January of the following year is also excluded from the definition of working day for the purpose of the Act, reflecting that this period is traditionally considered to be a period of general shutdown of businesses in the construction industry;
- (b) moving the definition of the term 'payment claim' from within section 4 and placing it in a new section 7A, reflecting the integral nature of this term;
- (c) referencing the new term 'high value construction contract'; and
- (d) inserting a note at the end of section 4 that states that the *Interpretation Act 1978* may also apply to the interpretation and operation of provisions within the *Construction Contracts (Security of Payments) Act 2004*.

Clause 5. Section 4A inserted

This clause inserts the definition for the term 'high value construction contract', providing that the term applies to construction contracts that have the amount payable under the contract equalling or exceeding the amount set by the *Construction Contracts (Security of Payments) Regulations 2005*.

Clause 6. Section 5 amended (Construction contract)

This clause amends the definition of construction contract to clarify that the Act may be used to resolve disputes over payments arising from performance (or non-performance) of obligations under the contract after the contract has ended by including a new subsection (1A) that states that a contract remains a contract for the purpose of the Act even if the contract has expired or has been terminated.

Clause 7. Section 6 amended (Construction work)

This clause removes the exclusion of the operation of the Act for contracts for the construction of artistic works under section 6(2)(c), reflecting the increasing incorporation of large artistic construction works within broader construction projects.

Clause 8. Section 7A inserted

This clause inserts the definition for the term 'payment claim' as a stand-alone provision under section 7A, and clarifies that a payment claim may consist of any amount owing under a construction contract in relation to the performance or non-performance of an obligation under that contract unless the matter has already been the subject of a determination under section 33(1)(b). This clause also clarifies that a payment claim may only be made in relation to a right accrued under a contract while that contract was in operation. Examples have also been inserted into the definition to provide further guidance on what constitutes a payment claim.

Clause 9. Section 10 amended (No contracting out)

This clause amends section 10 to facilitate the ability for parties of high value construction contract to opt-out of the Act's adjudication process under new section 10A.

Clause 10. Section 10A inserted

This clause inserts a new provision that permits parties to high value construction contracts applying an alternative payment dispute resolution mechanism to that under Part 3 of the Act provided that:

- (a) they have expressly agreed to do so in the contract; and
- (b) the alternative payment dispute resolution mechanism agreed to meets the requirements of the Regulations.

New section 10A also clarifies that it does not retrospectively apply to existing construction contracts unless an alternative payment dispute resolution mechanism was included in the contract when the parties first entered into that contract; that mechanism accords with the dispute resolution requirements of the Regulations; and the parties reconfirm after commencement of section 10A, their agreement to use that alternative mechanism in writing.

The effect of an election to use an alternative payment dispute resolution mechanism is that the dispute adjudication process under Part 3 will not be available to, and will have no effect on, either party.

Clause 11. Section 27 amended (Who can apply for adjudication)

This clause amends the restrictions on when a party may apply for adjudication of a payment dispute by replacing the current subsection (a) exclusion where an application has already been made regardless of whether a determination was made in relation to it or not, with a new subsection (a) that limits the restriction to whether the matter relating to the dispute has been the subject of a previous valid determination.

This amendment seeks to clarify that unless the matter has already been dealt with through an adjudicator determining the dispute, a party should be able to make an application for adjudication, including (but not limited to):

- (a) where a further payment dispute has arisen before the current application has been determined (enabling the party to include both matters in the one application, such as, for example, where the contract permits rolling invoicing);
- (b) where a previous application was dismissed without determination; and
- (c) where the party has withdrawn the application before it was determined (such as where the party has identified a defect in the application and wishes to submit a compliant application).

Clause 12. Section 28 amended (Applying for adjudication)

This clause amends the timeframes in which a party must do a thing, converting the timeframes to working days. This clause also amends section 28(3) to clarify that the timeframe in which to make an application for adjudication starts on the day after the event giving rise to the payment dispute (for example, the timeframe in which to make an application for adjudication of a payment dispute would start the day after the due date of an invoice if the party who was sent the invoice had not paid it by that due date).

Clause 13. Section 29 amended (Responding to application for adjudication)

This clause amends the timeframes in which a party must respond to a payment claim, increasing the timeframes to 15 working days. This clause also inserts a new subsection (3) that removes the implied requirement of the party responding to an application having to provide any material that they wish to rely on that had already been provided in the application, removing the need to double up on material that has already been provided to the adjudicator.

Clause 14. Section 30 amended (Appointment of adjudicator in absence of agreed appointment)

This clause inserts a new subsection (1A) that enables an appointer to consult with the parties on the qualifications of the adjudicator to be appointed to preside over the application. The ability to undertake this consultation does not postpone the timeframe in which an adjudicator must be appointed.

This clause also inserts a new subsection (4) which enables an appointer (or the Registrar) to appoint a substitute adjudicator to consider an application if the originally appointed adjudicator is, having accepted the appointment, unable to complete the adjudication for any reason.

Clause 15. Section 31 amended (Disqualification of adjudicator on grounds of conflict of interest)

This clause omits section 31(8). On transfer of review jurisdiction for decisions made under section 31 to the Northern Territory Civil and Administrative Tribunal (NTCAT), the processes under the *Northern Territory Civil and Administrative Tribunal Act 2014* (NTCAT Act) will apply to the notification requirements of reviewable decisions.

Clause 16. Section 32 repealed (Review of disqualification decision)

This clause omits section 32 as the review functions for decisions made under section 31 are transferred to the NTCAT.

Clause 17. Section 33 amended (Adjudicator's functions)

This clause amends the functions of an adjudicator by:

- (a) inserting a new section 33(1)(a)(iia) that enables an adjudicator to dismiss a second or subsequent application on the same dispute to avoid the situation of multiple applications on the same subject being conducted at the same time;
- (b) inserting a new section 33(1A) that permits an adjudicator proceeding with an application where that application does not fully comply with the Act, however there has been substantial compliance and any non-compliance does not affect the merits of the application;

- (c) inserting a new section 33(1B) that clarifies that where a construction contract makes provision for the assessment of liquidated damages, the adjudicator may assess those liquidated damages and include that assessment in its determination;
- (d) amending section 33(2) to include reference to the new section 33(2B);
- (e) inserting a new section 33(2A) to preserve an application that is on foot and pending determination where proceedings have been commenced in the Supreme Court in relation to the subject matter of that application. Under new section 33(2A), an application will not be deemed to have been dismissed if the adjudicator is unable to make a determination within the prescribed timeframes; and
- (f) inserting a new section 33(2B) that enables an adjudicator to extend the time in which to make a determination by an additional 5 working days where, in the opinion of the adjudicator, it would be in the interests of procedural fairness to one or both parties to extend the time in which to enable the matter to be properly determined. Adjudicators may extend the time on their own volition, and consent of the parties is not required.

Clause 18. Section 34 amended (Adjudication procedure)

This clause rewrites section 34(3), removing the current requirement for the adjudicator to seek consent of the respective parties to either adjudicate 2 or more payment disputes that are between the parties simultaneously (current paragraph (b)), or adjudicate a payment dispute simultaneously with a separate payment dispute (i.e. where one of the parties is different to the parties of the other dispute – current paragraph (c)). The re-written paragraphs (b) and (c) will permit an adjudicator to determine related payment disputes at the same time, without the consent of any, or all of, the parties concerned, where the adjudicator has formed the opinion that it will not adversely affect the ability of the adjudicator to determine the respective disputes on their merits. The ability for an adjudicator to seek the Registrar’s consent to extending the time to make a determination under paragraph (a) is not changed by these amendments.

Clause 19. Section 39 amended (Dismissed applications)

This clause inserts an additional requirement in new section 39(3) that an adjudicator provide written notice to the Registrar of any applications that have been deemed to have been dismissed by operation of section 33(2), and the reasons for that deemed dismissal. This new requirement is intended to assist the Registrar’s reporting obligations under section 54, and for general monitoring of the operation of the scheme.

A note has also been included at the end of section 39 to clarify that the failure of an adjudicator to make a determination in accordance with the timeframes provided within the Act (including any extensions), and the ensuing deemed dismissal, does not amount to a failure to make a decision that would give rise to a reviewable decision under section 42 of the NTCAT Act. This note seeks to clarify that a deemed dismissal falls within the amended framework that permits a party to apply for an adjudication of a payment dispute where that dispute involves matters that have not been the subject of a previous valid determination.

Clause 20. Section 45 amended

This clause rewrites the process for enforcing a determination (and seeking payment of any amounts awarded under it), clarifying that a determination is taken to be an order of a court of competent jurisdiction when the determination is filed in that court, and that it may be enforced as such.

Clause 21. Section 47 amended (Effect of this Part on civil proceedings)

This clause removes reference to a review under section 48 in section 47(3), and replaces it with a reference to a decision under section 33(1)(a), reflecting the repeal of section 48 reviews of an adjudicator's decision to dismiss an application as reviews of those decisions are to be transferred to the NTCAT under the new section 58 and new Schedule 2. This amendment retains the principle that evidence of things said or done in relation to the dismissal of an application should be admissible in reviewing the merits of the dismissal.

Clause 22. Section 48 repealed (Review of adjudicator's decision to dismiss application)

This clause repeals section 48 as part of the conferral of jurisdiction on NTCAT for review of decisions of an adjudicator to dismiss applications under section 33(1)(a).

Clause 23. Section 52 amended (Registering adjudicators)

This clause amends the provisions relating to the registration of adjudicators by:

- (a) prescribing that registration is limited to a five year period;
- (b) permitting the Registrar to renew an adjudicator's registration for a further five years on an application for renewal;
- (c) allowing the Registrar to not register a prospective adjudicator or not renew the registration of an adjudicator with current registration (that is to expire) where that person is not, or is no longer eligible for registration;
- (d) clarifying that the Registrar may cancel an adjudicator's registration at any time;
- (e) providing that the Regulations may prescribe the information that is to accompany an application or nomination, and that the Regulations may set fees for an application or nomination for registration or renewal of registration; and
- (f) removing the notification requirements relating to a decision made under section 52 as review of these decisions are to be reviewable decisions and the NTCAT Act provides for this.

Clause 24. Section 53 repealed (Review of registration decision)

This clause repeals section 53 as the review functions for decisions made under section 52 are transferred to the NTCAT.

Clause 25. Section 54 amended (Publication of adjudicators' decisions)

This clause clarifies that the Registrar may provide relevant information arising from a decision of an adjudicator (be it a determination or dismissal) to related regulatory bodies such as the Australian Building and Construction Commissioner, building practitioner regulators, or the registrar or administrator of similar construction contract dispute resolution schemes to that established under this Act.

Clause 26. Part 5 replaced

This clause repeals Part 5 of the Act (current sections 58 to 62), which provides for the processes for applications to the Local Court for reviews relating to sections 32, 33(1)(a), 48(1), and 53, and inserts a new Part 5, comprising of a new section 58 that provides for review of decisions prescribed in Schedule 2 (review of decisions made under sections 31(3), 33(1)(a), 52(4), 52(4B), and 52(5)).

This clause also resets the timeframe(s) in which an adjudicator must make a determination in the event that a decision to dismiss an application made under section 33(1)(a) is set aside by the NTCAT and referred back to the adjudicator for reconsideration.

Clause 27. Part 7, Division 1 heading inserted

This clause, and clauses 28 and 29, are machinery in nature, amending Part 7 to provide for new Divisions to segregate and distinguish between existing provisions that relate to previous repeals and transitional matters and transitional matters arising from the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* on its commencement.

Clause 27 inserts a new Division 1 into Part 7 to segregate the repeals under section 66.

Clause 28. Part 7, Division 2 heading inserted

This clause inserts a new Division 2 into Part 7 to segregate transitional matters arising from the *Justice Legislation Amendment Act 2006* and subsequent transitional matters arising under the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* (when it commences).

Clause 29. Part 7, Division 3 inserted

This clause inserts a new Division 3 into Part 7 to specifically provide for transitional matters arising under the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* (when it commences).

Clause 29 provides for a new section 68 to define and distinguish the commencement of the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019*, providing the requirements and processes in place immediately prior to commencement of the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* continue to apply to any payment claim that had arisen, but had not been dismissed or determined prior to commencement of that Act. This provision preserves the status quo for matters already in train, clarifying that the general principle of the prohibition on retrospectivity over existing causes of action applies to the amendments made under of the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019*.

Clause 29 also provides for a new section 69, which transitions existing, open ended, registration of adjudicators to the new 5 year registration period. Under new section 69(1), the five year registration period will apply to adjudicators who are already registered at the date of commencement of the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019*, with the five year period starting at commencement. To avoid any doubt about renewing the registration of existing registered adjudicators, section 69(2) clarifies that the Registrar may renew those existing registrations under the new renewal process under the new section 52(4A).

Clause 30. Schedule amended (implied provisions)

This clause amends the Schedule at the end of the *Construction Contracts (Security of Payments) Act 2004* to provide for new Schedules to segregate and distinguish between the current Schedule that sets out the provisions that are implied in all construction contracts, to be renamed Schedule 1, and a new Schedule 2 that sets out those decisions that are to be reviewable decisions under the new section 58.

Clause 30(2) to (4) amend the implied provisions (under the renamed Schedule 1) that are to be applied to all construction contracts:

- (a) removing the requirement to sign a payment claim under clause 5(1)(h), acknowledging that as technological advancements now enable invoices to be automatically generated and sent electronically, a requirement to sign the invoice is no longer feasible; and
- (b) converting the reference to 'days' to 'working days' under clauses 6(2)(a) and (b).

Clause 31. Schedule 2 inserted

This clause inserts a new Schedule 2 that sets out those decisions that are to be reviewable decisions under the new section 58, and the affected person(s) who may seek that review.

Clause 32. Act further amended

This is a formal clause that gives effect to further amendments that are set out in the Schedule to the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* that are minor in nature. While those amendments are not inconsequential, it is an accepted drafting practice that due to the size of the respective amendments, inclusion of those amendments as substantive individual clauses is neither warranted nor prudent.

Part 3 Amendment of Community Justice Centre Act 2005

Clause 33. Act amended

This is a formal clause which sets out Part 3 as amending the *Community Justice Centre Act 2005*.

Clause 34. Section 20 amended (When Director may act)

Part 4 of the *Community Justice Centre Act 2005* enables the Director of the Community Justice Centre to appoint persons to determine applications for adjudication of payment disputes under the *Construction Contracts (Security of Payments) Act 2004* as if the Director were a prescribed appointer. Section 20 of the *Community Justice Centre Act 2005* limits the amount of the payment claim that may be adjudicated under that Act to \$10 000. Clause 34 removes the statutory cap of \$10 000 and replaces the cap with an amount that may be prescribed in regulations made under that Act. This amendment acknowledges that the current cap of \$10 000 is likely to apply to only a minimal number of potential payment disputes that might otherwise benefit from the services of the Community Justice Centre, and simplifies the process for reviewing and amending the cap by prescribing it in regulations.

Clause 35. Section 22 amended (Power of adjudicator)

This clause compliments the amendments contained in clause 34, thereby continuing the link between the statutory cap, and the amount of a payment dispute that may be considered under the *Community Justice Centre Act 2005*.

Part 4 Amendment of Construction Contracts (Security of Payments) Regulations 2005

Clause 36. Regulations amended

This is a formal clause which sets out Part 4 as amending the *Construction Contracts (Security of Payments) Regulations 2005*.

Clause 37. Regulations 5A and 5B inserted

This clause inserts new regulations 5A and 5B, which prescribe matters relating to high value construction contracts.

New regulation 5A sets the minimum monetary threshold of 500 000 000 monetary units (the equivalent of \$505 000 000 at the time of commencement under the *Monetary Units Act 2018*) for a construction contract to meet the definition of high value construction contract.

New regulation 5B prescribes the new section 10A requirements that a dispute resolution mechanism within a high value construction contract must meet in order for that contract to be considered eligible for opting out of the operation of Part 3 of the *Construction Contracts (Security of Payments) Act 2004*.

Clause 38. Regulation 12 amended (Information to be included in application or nomination)

This clause inserts the words ‘for registration’ at the end of the heading of regulation 12 to distinguish between the application of the requirements under regulation 12, which are to relate to initial registration of adjudicators following commencement, and the application of requirements under the new regulation 12A in relation to renewal of adjudicator registration.

Clause 38 also clarifies that the information sought under regulation 12 is required by the new section 52(4D)(a).

Clause 39. Regulation 12A inserted

This clause inserts new regulation 12A which sets out the information that must be provided to the Registrar when registered adjudicators apply, or are nominated for, renewal of their registration.

Clause 40. Regulation 13 amended (Fee for application or nomination)

This clause amends regulation 13 to enable a fee to be charged for an application or nomination for re-registration as a registered adjudicator, as well as for an application or nomination for registration as a registered adjudicator following the amendments made to section 52.

Clause 41. Regulation 14 amended (Information to be given by registered adjudicator)

This clause amends regulation 14. As presently drafted, it is not entirely clear whether regulation 14(1) is to apply to all applications for adjudication made to an adjudicator, or only those that have been determined to be valid payment disputes. For example, the head paragraph of regulation 14(1) refers to information regarding a payment dispute, whereas a number of paragraphs refer to applications rather than payment disputes. The purpose of amendments to regulation 14(1) are to restate that the information an adjudicator is to give to the Registrar under section 53A is in relation to each application for adjudication that the adjudicator receives, and not just adjudicated payment disputes. The amendments also clarify what information is to be provided.

Part 5 Repeal of Act

Clause 42. Repeal of Act

This is a standard clause which provides that the *Construction Contracts (Security of Payments) Legislation Amendment Act 2019* is repealed on the day after it commences. The purpose of this section is administrative in nature, removing otherwise defunct legislation from the statute book. On commencement, the amendments contained in the *Construction*

Contracts (Security of Payments) Legislation Amendment Act 2019 are automatically incorporated in the *Construction Contracts (Security and Payments) Act 2004*, the *Community Justice Centre Act 2005* and the *Construction Contracts (Security of Payments) Regulations 2005* by operation of law. Having served its purpose of making those amendments, retention of what is effectively a 'dead law' adds unnecessary confusion as to what the current law is, and adds an unnecessary burden to the Office of the Parliamentary Counsel's management of the statute book. That an Act has been amended is recorded in the legislative history of that Act as an end note; that records of the content of amending Acts are retained in Parliamentary Records (Hansard); and that the Office of the Parliamentary Counsel maintain a database of historical legislation, relieves the need for retention of defunct legislation on the statute book for research or other purposes.

STATEMENT OF COMPATIBILITY WITH HUMAN RIGHTS

Prepared in accordance with the Thirteenth Assembly Sessional Orders (Part 12.3) as adopted on 24 August 2017.

Construction Contracts (Security of Payments) Legislation Amendment Bill 2019

This Bill is compatible with the human rights and freedoms recognised or declared in the international instruments listed in section 3 of the *Human Rights (Parliamentary Scrutiny) Act 2011* (Cth).

OVERVIEW OF THE BILL

This Bill amends the *Construction Contracts (Security and Payments) Act 2004*, the *Community Justice Centre Act 2005* and the *Construction Contracts (Security of Payments) Regulations 2005*.

The purpose of this Bill is to:

- (a) clarify when a payment dispute arises, when adjudication may occur, and how determinations may be enforced;
- (b) standardise the timeframes in which something must be done under the *Construction Contracts (Security and Payments) Act 2004* to that of working days and define the meaning of that term;
- (c) modify adjudication timeframes and revise the processes for appointing adjudicators;
- (d) provide for 'opting out' of adjudication under the *Construction Contracts (Security and Payments) Act 2004* for high value construction contracts;
- (e) provide a mechanism that will allow the monetary limit for adjudications that may be undertaken by the Director of the Community Justice Centre to be determined in regulations; and
- (f) transfer review jurisdiction under Part 5 of the *Construction Contracts (Security of Payments) Act 2004* from the Local Court to the Northern Territory Civil and Administrative Tribunal.

HUMAN RIGHTS IMPLICATIONS

This Bill does not adversely engage any of the applicable rights or freedoms. There is a generally understood notion of 'freedom of contract', whereby persons are considered free to enter into contractual relations on terms they see fit. This notion is one that has evolved through the development of the common law, rather than through international human rights treaties. The 'freedom of contract' is not, however, an all-encompassing right, rather it is treated by the common law as a general right that is subject to limitations where a perverse or unduly adverse result would occur to the detriment of one of the parties, such as where there is an absence of capacity (such as in the case of minors). The common law has, over time, acknowledged that it may be appropriate for the state to legislatively intervene in the ability to contract freely where it is in the public good to do so, perhaps most notably evident in the consumer protection field.

To the extent that international human rights treaties may apply to the 'freedom of contract' notion, Article 1.1 of the International Covenant on Civil and Political Rights (ICCPR) states that 'All peoples have the right of self-determination. By virtue of that right they freely determine their political status and freely pursue their economic, social and cultural development'. Article 2.3 of the ICCPR further provides that 'Each State Party to the present Covenant undertakes:

- (a) to ensure that any person whose rights or freedoms as herein recognized are violated shall have an effective remedy, notwithstanding that the violation has been committed by persons acting in an official capacity;
- (b) to ensure that any person claiming such a remedy shall have his right thereto determined by competent judicial, administrative or legislative authorities, or by any other competent authority provided for by the legal system of the State, and to develop the possibilities of judicial remedy;
- (c) to ensure that the competent authorities shall enforce such remedies when granted.'

Article 5.1 of the ICCPR further provides that "Nothing in the present Covenant may be interpreted as implying for any State, group or person any right to engage in any activity or perform any act aimed at the destruction of any of the rights and freedoms recognized herein or at their limitation to a greater extent than is provided for in the present Covenant".

The *Construction Contracts (Security of Payments) Act 2004* does not interfere with or impinge on a person's ability to enter into contractual relations, other than by prohibiting detrimental provisions in contracts that slow, or halt the movement, of funds through the contracting chain. Nor does it prevent a person seeking to enforce (or challenge) a term (or terms) of the contract through the courts. Rather, the *Construction Contracts (Security of Payments) Act 2004* provides an alternative speedy, accessible process for parties to resolve disputes relating to payment of monies that may be due under a contract. The Construction Contracts (Security of Payments) Legislation Amendment Bill 2019 seeks to refine and improve the administrative procedures associated with the *Construction Contracts (Security of Payments) Act 2004* adjudication process.

CONCLUSION

This Bill is compatible with human rights as it does not raise any human rights issues.