References

- Abeysekara, V., & Wedawatta, G. (2008). Security of payment and payment bonds:

 A New Zealand perspective. 978-1-905732-36-4 (pp. 63-75). Salford (United Kingdom): School of the Built Environment, University of Salford, UK. Retrieved from http://www.irbnet.de/daten/iconda/CIB11698.pdf
- Ali, N. (2006, Seconed Quater). A "Construction Industry Payment and Adjudication Act": Reducing payment-default and increasing dispute resolution efficiency in construction. *International Forum Construction Industry Payment Act and Adjudication*, 13. Retrieved from http://www.cicqs.com/main/files/PaymentAct_Article_Part1[1].pdf
- Behm, M. (2008, January 1). Construction sector. *Journal of Safety Research*, 39(2), 175-178. doi:10.1016/j.jsr.2008.02.007
- Brand, M. C., & Uher, T. E. (2008). Review of the performance of security of payment legislation in New South Wales. (p. 17). London (United Kingdom): RICS (Royal Institution of Chartered Surveyors). Retrieved from http://www.irbnet.de/daten/iconda/CIB14499.pdf
- Building and construction industry security of payment (Amendment) Act 2006. (2006, July 25). 54. Victoria, Australia. Retrieved from http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.n sf/edfb620cf7503d1aca256da4001b08af/CFE64FBFCC464CCCCA2571B60 023B5D6/\$FILE/06-042a.pdf
- Building and construction industry security of payment Act 1999 No 46. (2017, June 27). 31. New South Wales, Australia. Retrieved from https://www.legislation.nsw.gov.au/~/pdf/view/act/1999/46/full

- Building and construction industry security of payment Act 2002. (2002, May 14).

 No. 15 of 2002, 48. Victoria, Australia. Retrieved from http://www.legislation.vic.gov.au/Domino/Web_Notes/LDMS/PubStatbook.n sf/f932b66241ecf1b7ca256e92000e23be/02a3593e07cdfbeaca256e5b00213f ea/\$FILE/02-015a.pdf
- Building and construction industry security of payment Act 2009. (2011, December 10th). Version: 10.12.2011, 24. South Australia, Australia. Retrieved from https://www.legislation.sa.gov.au/LZ/C/A/BUILDING%20AND%20CONST RUCTION%20INDUSTRY%20SECURITY%20OF%20PAYMENT%20ACT %202009/CURRENT/2009.77.UN.PDF
- Carmichael, G. D., & Balatbat, A. C. (2010). A contractor's analysis of the likelihood of payment of claims. *Journal of Financial Management of Property and Construction*, 15(2), 102-117. doi:doi.org/10.1108/13664381011063412
- Chan, P. (2008). Statutory adjudication and the standard building contract in Singapore Is the final payment referable to statutory adjudication? (p. 13). COBRA 2008 Construction and Building Research Conference of the Royal Institution of Chartered Surveyors. Retrieved from http://www.irbnet.de/daten/iconda/CIB14500.pdf
- Cheng, T., Soo, K., Kumarswami, M., & Jin, W. (2009). Security of payment for Hong Kong construction industry workable alternatives and suggestions. *Building Journal Hong Kong China*, 20-37. doi:1022-5560
- Coggins, J., Elliott, F. R., & Bell, M. (2010). Towards harmonisation of construction industry payment legislation: A consideration of the success afforded by the east and west coast models in Australia. *Australasian Journal of Construction Economics and Building*, 10(3), 14-35. doi: http://dx.doi.org/10.5130/AJCEB.v10i3.1804

- Doyle, J. (2005). *Doyles Construction Lawyers*. Retrieved from www.doylesconstructionlawyers.com: http://outsourcedigital.co/doyles/wp-content/uploads/2015/09/SoP_new_answer_old_question.pdf
- Elo, S., Kaariainen, M., Kanste, O., Polkki, T., Utriainen, K., & Kyngas, H. (2014, February 11). Qualitative content analysis: A focus on trustworthiness. *SAGE Journals*, *4*(1), 10. doi:10.1177/2158244014522633
- Gaitskell, R. (2007). International statutory adjudication: its development and impact. *Construction Management and Economics*, 25(7), 777-784. doi:10.1080/01446190701499609
- Gregory, D.W., "Pay-When-Paid is Main Issue", *Engineering News Record*, 237(1) (July 1, 1996).
- Hinze, J., & Tracey, A. (1994). The contractor-subcontractor relationship: The subcontractor's view. *Journal of Construction Engineering and Management*, 120(2), 274-287. doi:10.1061/(ASCE)0733-9364(1994)120:2(274)
- Jacobs, M. (2009). Security of payment in the Australian building and construction industry. In Security of Payment in the Australian Building and Construction Industry (pp. 22-35). Rozelle DC, NSW: Thomson Reuters. Retrieved from https://www.bookdepository.com/Security-Payment-Australian-Building-Construction-Industry-Marcus-Jacobs/9780455233543
- Jayasena, H. (2009). Factors affecting construction procurement selection (Unpublished Dissertation). University of Moratuwa, Moratuwa, Sri Lanka.

- Jayasinghe, H., & Ramachandra, T. (2016). Adjudication practice and its enforceability in the Sri Lankan construction industry. *Journal of Legal Affairs and Dispute Resolution in Engineering and Construction*, 8(1), C4515005. http://dx.doi.org/10.1061/(asce)la.1943-4170.0000178
- May, A., & Siddiki, K. (2006, December). Contingent payment provision puzzle—Safeguarding against an unintended outcome. *Journal of Architectural Engineering*, 12(4), 158-169. doi:https://doi.org/10.1061/(ASCE)1076-0431(2006)12:4(158)
- McDougall, R. (2012). *Prohibition on contracting out of the building and construction industry*. Retrieved from http://www.supremecourt.justice.nsw.gov.au/Documents/Publications/Speec hes/Pre-2015%20Speeches/McDougall/mcdougall_2006.05.27.pdf
- Miller, P. D. (2014). Subcontracting and competitive bidding on incomplete procurement contracts. *RAND Journal of Economics*, 45(4), 705-746. doi:10.1.1.622.9302&rep=rep1&type=pdf.
- Moavenzadeh, F. (1976). *The construction industry in developing countries*.

 Massachusetts Institute of Technology, Massachusetts. Retrieved from http://pdf.usaid.gov/pdf_docs/PNAAP424.pdf
- Moavenzadeh, F. (1978, January). Construction industry in developing countries. *World Development*, 6(1), 97-116. doi:https://doi.org/10.1016/0305-750X(78)90027-X
- Mulcahy, J. (2012, September). *Payment claims under the SOP Act: What's good faith got to do with it?* Retrieved from Ashurst: https://www.ashurst.com/

- Ofori, G. (2000). Financial Protection in the UK Building Industry. *Engineering Construction and Architectural Management*, 7(4), 329-438. doi:10.1046/j.1365-232x.2000.00136.x.
- Owens, L. K. (2002). *What is research design?* Retrieved from UIC Survey Research Laboratory: http://www.srl.uic.edu
- (2013). Payment delays in Sri Lankan construction industry. National Construction Association of Sri Lanka. Retrieved from http://ncaslsouth.com/
- Security of payment act flow chart. (n.d.). Retrieved from http://www.bca.gov.sg/SecurityPayment/others/SOP_flowchart.pdf
- (2012). Submission to Australasian procurement and construction council on security of payment in the building and construction industry. Master Builders Australia. Retrieved from http://webcache.googleusercontent.com/search?q=cache:49Mhrq9MuqEJ:w ww.mbansw.asn.au/Media/News-Files/Submission_APCC_Security_of_Payment/+&cd=1&hl=si&ct=clnk&g l=lk
- Supardi, A., Adnan, H., & Mohammad, M. F. (2011). Security of payment regime in construction industry: are Malaysian sub-contractors ready? *The Built & Human Environment Review*, 4(1), 122-1371. Retrieved from https://mpra.ub.uni-muenchen.de/id/eprint/34025
- Supardi, A., Adnan, H., & Mohammad, M. F. (2010). Sub-Contractors' readiness on the Malaysian security of payment legislation in construction industry. *International Conference on Construction and Project Management*, (pp. 248-252). Chengdu.

- Supardi, A., Adnan, H., & Mohammad, M. F. (2011). The adequacy of Malaysian security of payment legislation for sub-contractors in construction industry. *Sixth International Conference on Construction in the 21st Century*, (pp. 677-684). Kuala Lumpur.
- (2015). The need for a prompt payment Act in federal government construction.

 Prism Economics and Analysis. Retrieved from http://www.promptpayment.ca/wp-content/uploads/2015/08/Need-for-a-Federal-Prompt-Payment-Act.pdf
- (2013). The need for a prompt payment legislation in the construction industry. Prism Economics and Analysis. Retrieved from https://mcac.ca/wp-content/uploads/2015/08/Prism-Economics-Prompt-Payment-Report-2013.pdf
- Timeline for progress payment claims, responses, adjudication applications and responses. Australian security of payments legislation. (2007). Retrieved from Fenwick Elliott Grace website: http://feg.com.au/documents/SecurityofPayments-Summary.doc
- Tulli, M. (2014, September 10). Auditing practices and organizational efficiency in local government authorities: A case study of Tanzania. *Journal of Finance and Accounting*, 2(4), 100-114. doi:10.12691/jfa-2-4-3
- Uher, E. T., & Brand, C. M. (2008). Impact of the 'Security of Payment' Act in New South Wales on clients, contractors and subcontractors. *International Conference on Building Education and Research*, (pp. 1274-1286). Salford.

- Yin, R. (2009). Case study research, design and methods (Vol. 5). New Delhi: ASGE Publications. Retrieved from http://www.madeira-edu.pt/LinkClick.aspx?fileticket=Fgm4GJWVTRs%3D&tabid=3004

Appendix 1 - Timeline for progress payment claims, responses, adjudication applications and responses - Australian Security of Payments Legislation (Timeline for progress payment claims, responses, adjudication applications and responses, 2007).

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Name of Act	Building and	Construction	Building and	Building and	Construction	Building and	Building and	Building and
	Construction	Contracts	Construction	Construction	Contracts Act	Construction	Construction	Construction
	Industry Security	(Security of	Industry Payments	Industry Security	2004	Industry Security	Industry (Security	Industry Security
	of Payment Act	Payments) Act	Act 2004	of Payment Act		of Payment Act	of Payment) Act	of Payment Act
	1999	2004		2002		2009	2009	2009
Definition of time	"business day"	"working day" is	"business day"	"business day"	None	"business day"	"business day"	"business day"
	A day other than	defined but not	means a day that	means a day that	If the period ends	means any day	means a day that	means any day
	Saturday, Sunday,	always used in the	is not a Saturday,	is not a Saturday,	on a Saturday,	other than a	is not a Saturday,	other than a
	public holiday, or	Act.	a Sunday, a public	a Sunday, or a day	Sunday or public	Saturday or	Sunday, public	Saturday, Sunday,
	27 - 31 December.		holiday, a special	that is wholly or	holiday, the period	Sunday or a	holiday or bank	public holiday, 27-
		The term "day" is	holiday, a bank	partly a public	ends on the next	statutory holiday	holiday in the	31 December or
		often used where	holiday in the	holiday	day that is not one	as defined in the	ACT (Dictionary,	any other day on
		one would expect	place where the	throughout	of these.	Statutory Holidays	Legislation Act	which there is a
		"working day" to	act is to be done,	Victoria.		Act 2000.	2001) and not 27 -	State wide shut-
		be used.	and does not				31 December	down of the
			include 27 to 31				(Dictionary,	operations of the
		"day" is not	December				Building and	building and
		defined in the	inclusive.				Construction	construction
		Interpretation Act.					Industry (Security	industry
		If the period ends					of Payment) Act	
		on a Saturday,					2009)	
		Sunday or public					(5)	
		holiday, the period						
		ends on the next						
		day that is not one						
		of these.						

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Time by which	As per contract or	If contract	If a commercial	As per contract or	If contract	As per contract or	As per contract or	As per contract or
progress	10 business days	specifies > 50	building contract	10 business days	specifies > 50	20 business days	10 business days	15 business days
payments are due	after payment	days after claim,	other than a	after payment	days after claim,	(if residential and	after payment	after a payment
to be paid in	claim under Act.	then 28 days.	construction	claim under Act.	then 50 days.	owner is the	claim under Act.	claim under Act.
absence of			management trade		*****	respondent) or 10		
dispute		If contract does	contract or a		If contract does	business days (in		
		not specify then	subcontract		not specify then	any other case).		
		28 days.	specifies > 15		28 says.			
			days, the clause is					
			void.					
			If a construction					
			management trade					
			contract or					
			subcontract					
			specifies >25 days					
			the clause is void.					
			If contract					
			contains no					
			provision or					
			clause is void, 10					
			business days					
Period following	Earlier of date	In absence of	Earlier of date	Earlier of date	The date specified	Earlier of date	Earlier of date	Earlier of date
receipt of	specified in	contractual	specified in	specified in	in the contract, or	specified in	specified in	specified in
payment claim	contract or 10	provision, 14 days	contract or 10	contract or 10	if no date	contract or 20	contract or 10	contract or 15
by which	business days.	– must pay any	business days.	business days.	specified, 14 days.	business days (if	business days.	business days.
response		undisputed portion			(But limited to	residential and		
disputing		of claim at same			maximum 28	owner is the		
payment claim		time.			days).	respondent) or 10		
("Payment						business days (in		
Schedule") is to						any other case).		
be provided								

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Consequence of	Liable to pay	None specified -	Liable to pay	Liable to pay	Must pay whole	Liable to pay	Liable to pay	Liable to pay
failure to provide	amount claimed	gives rise to	amount claimed	amount claimed	claim within 28	amount claimed	amount claimed	amount claimed
Payment	on the due date for	dispute allowing	on the due date for	on the due date for	days.	on the due date for	on the due date for	on the due date for
Schedule within	that progress	application for	that progress	that progress		that progress	that progress	that progress
period specified	payment.	adjudication.	payment.	payment.		payment.	payment.	payment.
******						Color Zeale		2000 11000
Consequence of	Claimant may	None specified –	Claimant may	Claimant may	None specified -	Claimant may	Claimant may	Claimant may
failure to make	recover unpaid	claimant may	recover unpaid	recover unpaid	claimant may	recover unpaid	recover unpaid	recover unpaid
payment	portion as a debt	apply for	portion as a debt	portion as a debt	apply for summary	portion as a debt	portion as a debt	portion as a debt
following failure	due in any court	summary	due in any court	due in any court	judgement in	due in any court	due in any court	due in any court
to provide	and may give	judgement in court	and may give	and may give	court.	and may give	and may give	and may give
Payment	notice of intention	1850 - 1023C)	notice of intention	notice of intention		notice of intention	notice of intention	notice of intention
Schedule	to suspend works.		to suspend works.	to suspend works		to suspend works.	to suspend works.	to suspend works.
	0.20). 	1.5			1.20	

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Requirements for	Must identify the	Unless contract	Must identify the	Must identify the	Unless contract	Must identify the	Must identify the	Must identify the
Payment	payment claim to	provides	payment claim to	payment claim to	provides	payment claim to	payment claim to	payment claim to
Schedule	which it relates.	otherwise, must	which it relates.	which it relates.	otherwise, must	which it relates.	which it relates.	which it relates.
	Must state the	be:	Must state the	Must state the	be:	Must state the	Must state the	Must state the
	amount of the	In writing	amount of the	amount of the	In writing	amount of the	amount of the	amount of the
	payment (if any)	Addressed to	payment (if any)	payment (if any)	Addressed to	payment (if any)	payment (if any)	payment (if any)
	that the	claimant.	that the	that the	claimant.	that the	that the	that the
	respondent	State name of	respondent	respondent	State name of	respondent	respondent	respondent
	proposes to make.	party giving	proposes to make.	proposes to make.	party giving	proposes to make.	proposes to make.	proposes to make.
	If less than	notice.	If less than	Must identify	notice.	If less than	If less than	If less than
	claimed amount	State date of	claimed amount	"excluded	State date of	claimed amount	claimed amount	claimed amount
	must state reasons.	notice.	must state reasons.	amounts" (e.g. non	notice.	must state reasons.	must state reasons.	must state reasons.
		Identify claim to	If withholding	claimable	Identify claim to	If withholding	If withholding	
		which notice	payment for a	variations,	which notice	payment for a	payment for a	
		relates.	reason, must state	quantum merit	relates.	reason, must state	reason, must state	
		State reasons	reason.	claims, and delay	State reasons (e.g.)	reason.	reason.	
		(e.g.) identifying		claims, latent	identifying			
		disputed items and		conditions	disputed items and			
		reasons for each		claims).	reasons for each			
		item, or state		If less than	item, or state			
		contractual basis		claimed amount	contractual basis			
		for disputing		must state reasons	for disputing			
		claim.			claim.			
		Signed by party			Signed by party			
		giving notice.			giving notice.			

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Initial steps	If no Payment	Any party to a	If no Payment	If no payment	Any party to a	If no Payment	If no Payment	If no Payment
before claimant	Schedule provided	payment dispute	Schedule provided	schedule provided	dispute under a	Schedule provided	Schedule provided	Schedule provided
makes	and whole or part	under a	and whole or part	and if whole or	construction	and whole or part	and whole or part	and whole or part
adjudication	payment not	construction	payment not	part payment not	contract may	payment not	payment not	payment not
application	made, claimant	contract can apply.	made, claimant	made, claimant	apply within 28	made, claimant	made, claimant	made, claimant
MARKON I	must notify	(1)	must notify	must notify	days after the	must notify	must notify	must notify
	respondent within		respondent within	respondent within	dispute arises.	respondent within	respondent within	respondent within
	20 business days		20 business days	10 business days		20 business days	20 business days	20 business days
	following due date		following due date	following due date		following due date	following due date	following due date
	for payment and		for payment and	for payment and		for payment and	for payment and	for payment and
	give opportunity		give opportunity	give opportunity		give opportunity	give opportunity	give opportunity
	to provide		to provide	to provide		to provide	to provide	to provide
	Payment Schedule		Payment Schedule	Payment Schedule		Payment Schedule	Payment Schedule	Payment Schedule
	within 5 business		within 5 business	within 2 business		within 5 business	within 5 business	within 5 business
	days after receipt		days after receipt	days after receipt		days after receipt	days after receipt	days after receipt
	of notice.		of notice.	of notice.		of notice.	of notice.	of notice.

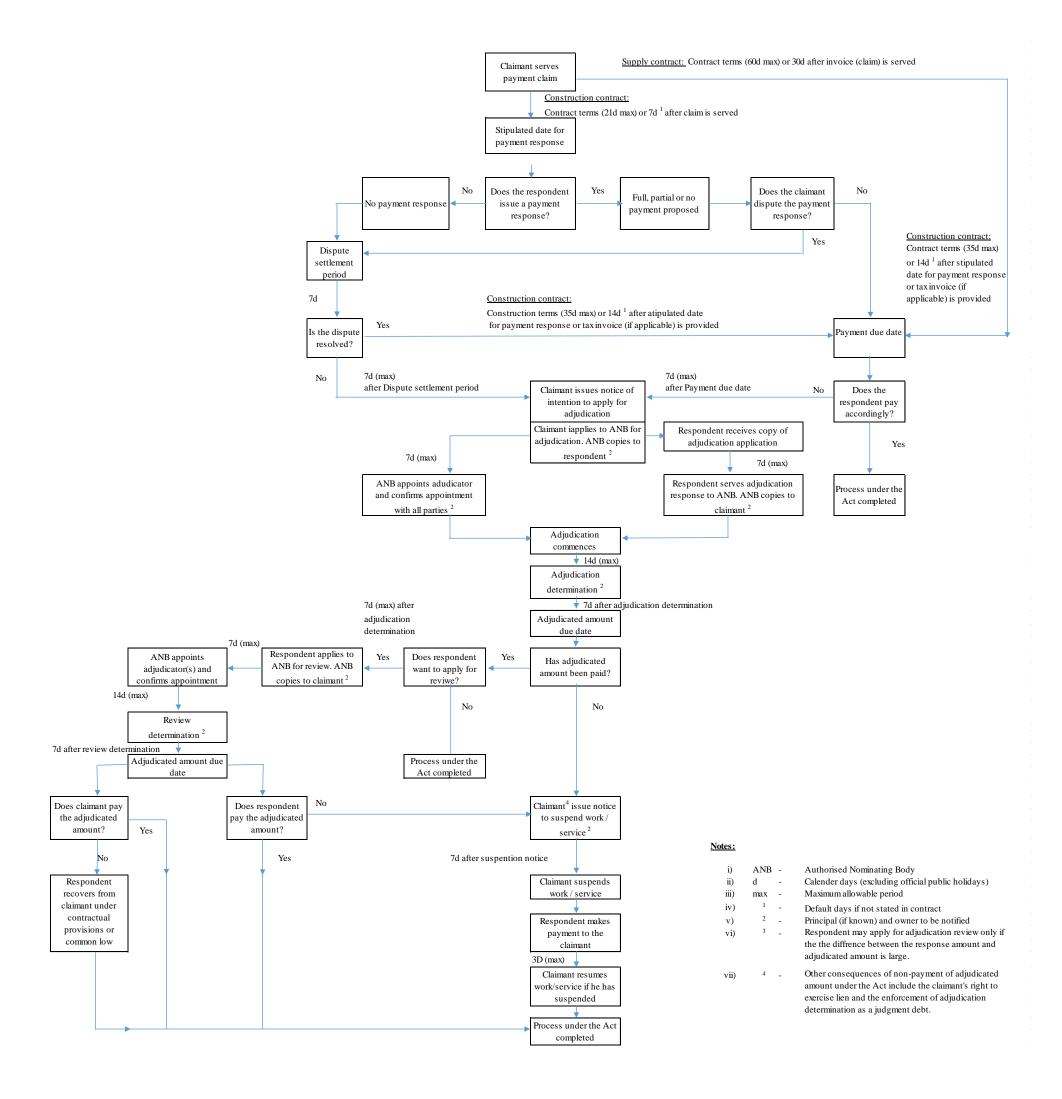
	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Timing to deliver	Within 10	Within 90 days	Within 10	If Payment	Within 28 days	Within 10	Within 10	Within 15
the adjudication	business days after	after the dispute	business days after	Schedule	after the dispute	business days after	business days after	business days after
application	receipt of Payment	arises (or 28 days	receipt of Payment	provided, within	arises (or an	receipt of Payment	receipt of Payment	receipt of Payment
554040	Schedule if	after an earlier	Schedule if	10 business days	earlier application	Schedule if	Schedule if	Schedule if
	amount indicated	application for	amount indicated	of receipt of	for adjudication	amount indicated	amount indicated	amount indicated
	in Payment	adjudication has	in schedule is less	Payment Schedule	has been	in Payment	in Payment	in schedule is less
	Schedule is less	been dismissed)	than amount	or failure to	dismissed).	Schedule is less	Schedule is less	than amount
	than amount		claimed. Within	provide money in		than amount	than amount	claimed. Within
	claimed.		20 business days if	part of whole.		claimed.	claimed.	20 business days if
	Within 20		the respondent			Within 20	Within 20	the respondent
	business days if		fails to pay all or	If no Payment		business days if	business days if	fails to pay all or
	the respondent		part of the amount	Schedule		the respondent	the respondent	part of the amount
	fails to pay all or		stated on the	originally		fails to pay all or	fails to pay all or	stated on the
	part of the amount		schedule. Within	provided, within 5		part of the amount	part of the amount	schedule. Within
	stated on the		10 business days	business days of		stated on the	stated on the	15 business days
	Payment		after the end of the	the 2 day second		Payment	Payment	after the end of the
	Schedule.		further 5 day	chance period.		Schedule.	Schedule.	further 5 day
	Within 10		period allowed			Within 10	Within 10	period allowed
	business days after		after the notice is			business days after	business days after	after the notice is
	the end of the		sent by the			the end of the	the end of the	sent by the
	further 5 day		claimant following			further 5 day	further 5 day	claimant following
	period allowed		a failure to			period allowed	period allowed	a failure to
	after the notice is		provide a Payment			after the notice is	after the notice is	provide a Payment
	sent by the		Schedule.			sent by the	sent by the	Schedule.
	claimant following					claimant following	claimant following	
	a failure to					a failure to	a failure to	
	provide a					provide a Payment	provide a Payment	
	Payment.					Schedule.	Schedule, or the	
							day the claimant	
							receives the	
							Payment	
							Schedule,	
							whichever is	
							earlier.	

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Forwarding the	Application must	Application must	Application must	Application must	Application must	Application must	Application must	Application must
adjudication	be made to an	be in writing and	be made to an	be served on each	be served on each	be made to an	be made to an	be made to an
application	"Authorised	served on each	ANA and a copy	other party to the	other party to the	ANA chosen by	ANA chosen by	ANA chosen by
	Nominating	other party to the	served on the	contract and sent	contract and sent	the applicant and a	the applicant.	the applicant and a
	Authority"	contract and sent	respondent	to:	to:	copy served on the		copy served on the
	("ANA") chosen	to:		The ANA	 If the parties 	respondent.	An ANA may be	respondent.
	by the applicant	If the parties	An ANA may be	adjudicator	have agreed	An ANA may be	authorised by the	
	and a copy served	have agreed	appointed by the	chosen by the	on a registered	authorised by the	Minister on	An ANA nay be
	on the respondent	on a	registrar on	claimant	adjudicator,	Security of	application.	authorised by the
	An ANA may be	registered	application	unless the	the	Payments Official		Minister on
	authorised by the	adjudicator,		parties have	adjudicator;	on application.		application.
	Minister on	the		agreed in	 If the parties 			
	application.	adjudicator;		their contract	have agreed			
		If the parties		on a shortlist	on a			
		have agreed		of three or	prescribed			
		on a		more	appointers, the			
		prescribed		adjudicators	appointers;			
		appointer,		in which case	Otherwise, a			
		the		the claimant	prescribed			
		appointer;		may choose	appointers			
		Otherwise, a		one of them.	chosen by the			
		prescribed		An ANA nay be	party.			
		appointer		authorised by the				
		chosen by		Building	Prescribed			
		the party.		Commission, in	appointers are			
		***		accordance with	listed in the			
		Prescribed		Ministerial	Regulations.			
		appointers are		guidelines under	score*			
		listed in the		the Act, on				
		Regulations		application.				
		(clause 5)						

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Responding to	Response	Must respond	Response	Response	Must respond	Response	Response	Response
adjudication	permitted only if	within 10	permitted only if	permitted only if	within 14 days	permitted only if	permitted only if	permitted only if
application	complied with	"working days"	complied with	complied with	after application is	complied with	complied with	complied with
	timeline	70000	timeline	timeline	served.	timeline	timeline	timeline
	(including any		(including any	(including any		(including any	(including any	(including any
	extension) when		extension) when	extension) when		extension) when	extension) when	extension) when
	responding to the		responding to the	responding to the		responding to the	responding to the	responding to the
	payment claim by		payment claim by	payment claim by		payment claim by	payment claim by	payment claim by
	serving a Payment		serving a Payment	serving a Payment		serving a Payment	serving a Payment	serving a Payment
	Schedule.		Schedule.	Schedule.		Schedule.	Schedule.	Schedule.
	If so, within the		If so, within the	If so, within the		If so, within the	If so, within the	If so, within the
	later of		later of	later of		later of	later of	later of
	5 business days		5 business days	5 business days		10 business days	7 business days	5 business days
	after receiving a		after receiving a	after receiving a		after receiving a	after receiving a	after receiving a
	copy of the		copy of the	copy of the		copy of the	copy of the	copy of the
	adjudication		adjudication	adjudication		adjudication	adjudication	adjudication
	application; or		application; or	application; or		application; or	application; or	application; or
	2 business days		2 business days	2 business days		5 business days	5 business days	2 business days
	after receiving		after receiving	after receiving		after receiving	after receiving	after receiving
	notice of an		notice of an	notice of an		notice of an	notice of an	notice of an
	adjudicator's		adjudicator's	adjudicator's		adjudicator's	adjudicator's	adjudicator's
	acceptance of the		acceptance of the	acceptance of the		acceptance of the	acceptance of the	acceptance of the
	application.		application.	application.		application.	application.	application.
Limitation on	Cannot include	None specified.	Cannot include	None specified.	None specified.	Cannot include	Cannot include	Cannot include
content of	reasons for		reasons for			reasons for	reasons for	reasons for
response to	withholding		withholding			withholding	withholding	withholding
adjudication	payment that were		payment that were			payment that were	payment that were	payment that were
application	not included in the		not included in the			not included in the	not included in the	not included in the
	Payment		Payment			Payment	Payment	Payment
	Schedule.		Schedule.			Schedule.	Schedule.	Schedule.

	New South Wales	Northern Territory	Queensland	Victoria	West Australia	Tasmania	Australian Capital Territory	South Australia
Appointment of	The ANA must	If adjudicator is	The ANA must	If the adjudicator	If adjudicator is	The ANA must	The ANA must	The ANA must
adjudicator	refer adjudication	not appointed by	refer adjudication	is not appointed	not appointed by	refer adjudication	refer adjudication	refer adjudication
	application to an	agreement	application to an	by agreement	agreement	application to an	application to an	application to an
	adjudicator "as	between parties,	adjudicator "as	between the	between parties,	adjudicator "as	adjudicator "as	adjudicator "as
	soon as	the prescribed	soon as	parties, the ANA	the prescribed	soon as	soon as	soon as
	practicable".	appointer must appoint	practicable".	must refer the application to the	appointers must appoint	practicable".	practicable".	practicable".
	On accepting the application by serving notice of acceptance on claimant and respondent, the adjudicator is appointed.	appoint adjudicator within 5 working days after being served or otherwise Registrar may appoint adjudicator.	On accepting the application by serving notice of acceptance on claimant and respondent, the adjudicator is appointed.	application to the adjudicator "as soon as practicable". On accepting the application by serving notice of acceptance on claimant and respondent, the adjudicator is appointed. One of the Gazetted criteria for obtaining authorisation as a nominating authority is the ability of the applicant to promptly deal with applications. A failure to do so may lead to a withdrawal of the authorisation. There are no fixed	appoint adjudicator within 5 working days after being served or otherwise Registrar may appoint adjudicator.	The adjudicator accepts the application by serving notice of acceptance on claimant and respondent.	On accepting the application by serving notice of acceptance on claimant and respondent, the adjudicator is appointed.	On accepting the application by serving notice of acceptance on claimant and respondent, the adjudicator is appointed.
				timelines for appointment of the adjudicator by the ANA.				

Appendix 2 – SOP Flow Chart



Appendix 3 – Interview Questions

Level 1 Questions (to be asked)

- There is a time gap in between your interim valuation/bill/claim/payment request and receipt of payment. How do you finance this?
- ➤ Do you include a premium to cover this in your price?
- > Do you usually use a fixed rate for this? If not, how do you decide the rate
- For how long (how many days/months) you cover this in prices?
- ➤ How do you decide your cost of finance?
- > During last year, how long was the longest delay in payment you can recall?
- ➤ What was your cost of finance?
- ➤ How did you manage it?
- ➤ How did you pay your subcontractors and material suppliers?
- Can't you get them to agree to get paid when you are paid?
- ➤ Recall the project with faster payment and tell me these, it not necessary to mention the name.
- > What was the average payment time?
- ➤ Did you anticipate this at the time of bidding/negotiation?
- ➤ Had you known about this at time of bidding/negotiation, would you have done any adjustment to price?
- ➤ Do you know about "security of payment act"? (Depending on his/her answer, explain further)
- ➤ Do you think it is useful for Sri Lankan context?
- ➤ Do you think it will really work?
- ➤ Do you see any negative effects of bringing such an act?
- ➤ What challenges do you see in implementing this?

Level 2 Questions (not to be asked direct, but answers are sought through Level 1 Questions)

- ➤ What are the potential positive/negative cost impact due to each scenario?
- ➤ Do you really use "paid when/if paid" conditions? Or do others use it?
- As per your knowledge, is there a real request emerged from the industry to bring a security payment act?
- Are you ready to bare the additional cost incurred for adjudication process under this act?
- ➤ In case of where the Consultant, on behalf of client, failed to provide payments schedules within time limit given in the Act and as such client has to bare the additional cost for adjudication, interest etc. Do you propose a recovery method for such cost from the Consultant? Please elaborate.
- ➤ Since the Client may suddenly be liable for a payment of large amount as consequence of an Adjudication, the financing party for him won't be able to predict the probable progress payments during the contract period. How does it affect to the client?
- ➤ There are considerably challenging time limits (As per the acts in other States) given for each payment claim to provide a response. Does it incur additional cost to the client for paying his professionals for overtimes in meeting the time targets?
- ➤ Does it affect the mutual understanding, reputation and relationship between the parties by applying for adjudication process and enforcing it at courts?