

Ninth Annual Report
of the
Chairperson of the
Construction Contracts Adjudication Panel,
Mr. Bernard Gogarty,
to
Mr. Alan Dillon T.D.,
Minister of State for Employment,
Small Business and Retail

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Ninth Annual Report
of the Chairperson of the Construction Contracts Adjudication Panel
since the commencement of the Construction Contracts Act, 2013

1. Introduction

- 1.1 My role as the Chairperson of the Construction Contracts Adjudication Panel includes a requirement to report annually to the Minister of State at the Department of Enterprise, Tourism and Employment, who has responsibility for the Construction Contracts Act, 2013.
- 1.2 The following is the Ninth Annual Report since the commencement of the Construction Contracts Act, 2013, which covers the period from the 26th of July 2024 to the 25th of July 2025.

2. Enactment and commencement of the Construction Contracts Act, 2013

- 2.1 The [Construction Contracts Act 2013](#) came into force for certain construction contracts which are entered into after the 25th of July 2016 in accordance with the 'Construction Contracts Act, 2013 (Appointed Day) Order 2016' (Statutory Instrument No. 165 of 2016).

3. Summary of the main provisions of the Construction Contracts Act, 2013

- 3.1 The purpose of the Construction Contracts Act, 2013 is to regulate payments under a construction contract covered by the Act. It applies to both written and oral contracts. Certain contracts are exempt under the Act. These exemptions include a contract for not more than €10,000 in value; a Public Private Partnership contract; and a contract for a dwelling with a floor area not greater than 200 square metres, where one of the parties to the contract occupies or intends to occupy it as their residence.
- 3.2 The Act provides legal rights and obligations on the parties to a relevant construction contract. The legislation imposes minimum contractual provisions relating to payments, particularly with regard to the timing of payments, and the parties to a relevant construction contract may not opt out of the Act's provisions. The Act also prohibits the practice of 'pay-when-paid', a provision in a construction contract which provides that payment of an amount due under the contract, or the timing of such a payment, is conditional on the making of a payment by a person who is not a party to the construction contract, except when the third party becomes insolvent.

3.3 A construction contract covered by the Act shall include the following:

- (i) the amount of each interim and final payment or an adequate mechanism for determining those amounts;
- (ii) the payment claim date for each amount due or an adequate mechanism for determining those dates; and
- (iii) the period between the payment claim date and the date on which the amount is due.

3.4 If a main construction contract does not include the terms outlined in paragraph 3.3 above, the following payment claim dates will apply to the contract:

- (i) 30 days after the commencement date of the construction contract;
- (ii) 30 days after the payment claim date referred to in (i) above and every 30 days thereafter up to the date of substantial completion; and
- (iii) 30 days after the date of final completion.

In addition, the date on which payment is due in relation to an amount claimed under the contract shall be no later than 30 days after the payment claim date.

3.5 The Act provides important statutory protections for subcontractors in the construction industry. Subcontracts must at least include the following payment claim dates:

- (i) 30 days after the commencement date of the construction contract;
- (ii) 30 days after the payment claim date referred to in (i) above and every 30 days thereafter up to the date of substantial completion; and
- (iii) 30 days after the date of final completion.

The date on which payment is due in relation to an amount claimed under a subcontract shall be no later than 30 days after the payment claim date.

3.6 The Act requires an Executing party (a main contractor or subcontractor who is doing the work under the contract) to deliver a payment claim notice to the Other party (or to a person specified under the construction contract who is acting for the Other party), no later than 5 days after the relevant payment claim date.

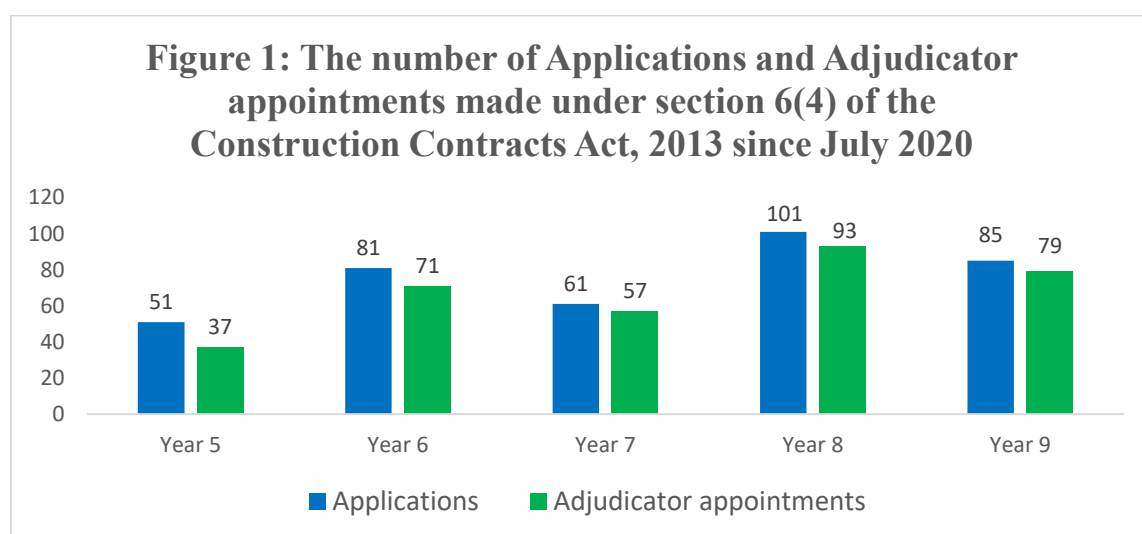
3.7 If that Other party contests the amount claimed by the Executing party, the Other party is required to respond to the Executing party, not later than 21 days after the payment claim date setting out the following:

- (a) the reason(s) why the amount claimed by the Executing party in the payment claim notice is disputed, including any claim for loss or damage arising from an alleged breach of any contractual or other obligation of the Executing party; and
- (b) the amount, if any, that is proposed to be paid to the Executing party and the basis of how that amount is calculated.

- 3.8** In the event of a contested payment claim, the parties to the construction contract may be able to reach an agreement as to the amount to be paid to the Executing party. However, if no such agreement is reached by the payment due date, the Other party is required to pay the Executing party the amount, if any, which the Other party proposed to pay in its response to the contested payment claim. This payment shall be made by the payment due date in accordance with Section 4(3)(b) of the Act.
- 3.9** Section 5 of the Act stipulates that if any amount due under a construction contract is not paid in full by the Other party by the payment due date, the Executing party may suspend work under the construction contract by giving a notice in writing to the Other party.
- 3.10** The Act also provides a right for a party to a construction contract, as defined under Section 1 of the Act, to refer a payment dispute for adjudication as a means of resolving that dispute. The Act envisages that an adjudication will be concluded within a short timeframe, i.e., 28 days from the date of referral of the dispute to an Adjudicator. This period may be extended in certain circumstances.
- 3.11** If the parties to a construction contract cannot agree as to whom to appoint as Adjudicator, a party may apply to me, in my capacity as the Chairperson of the Ministerial appointed Panel of Adjudicators, seeking the appointment of an Adjudicator. The full list of the members of the Construction Contracts Adjudication Panel is at Appendix 1.
- 3.12** Further detailed information on the Construction Contracts Act, 2013 Act is available on the website of the Department of Enterprise, Tourism and Employment, at www.enterprise.gov.ie.

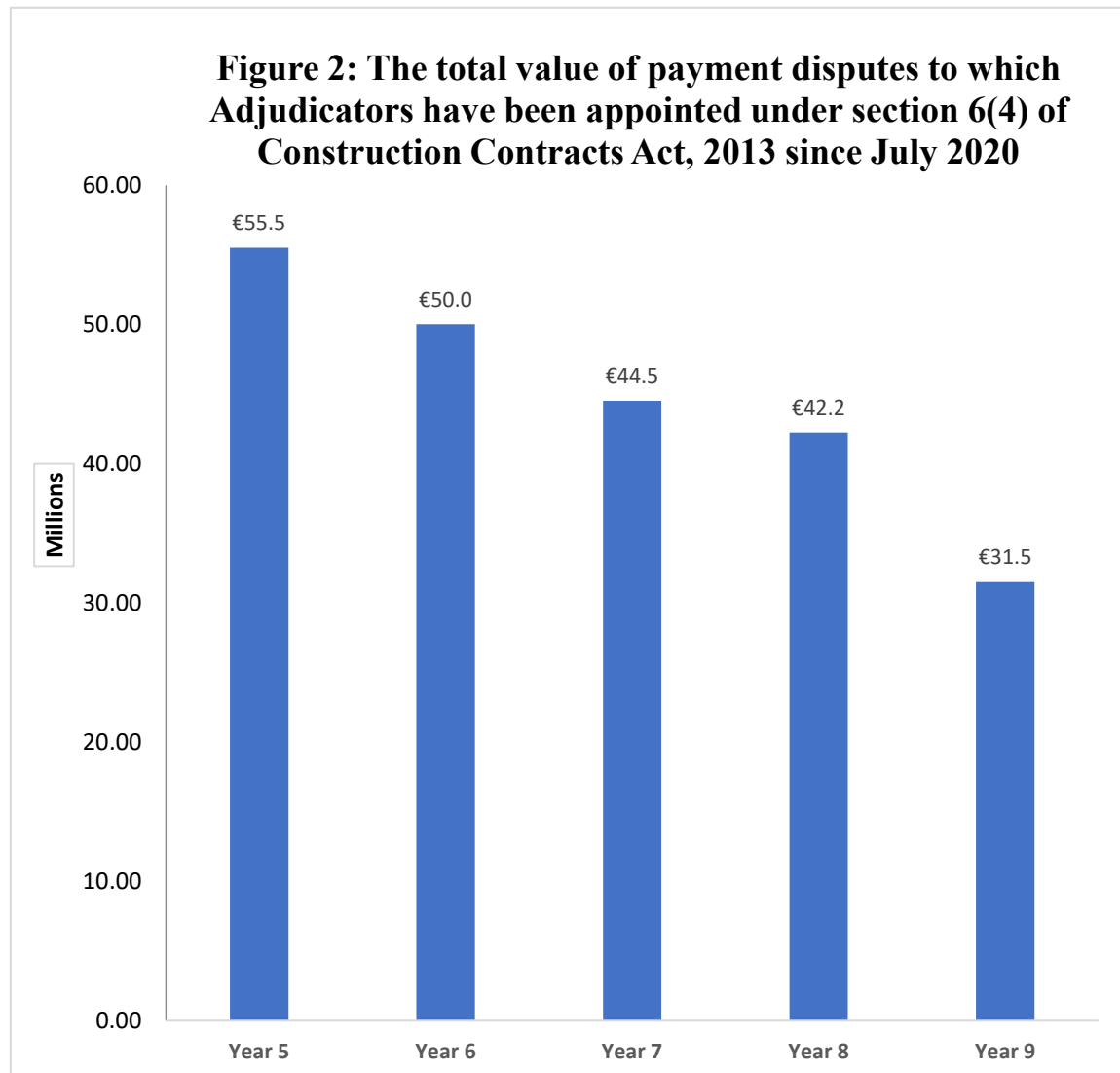
4. Applications under section 6(4) of the Construction Contracts Act, 2013

- 4.1 I am required to assign an Adjudicator from the Ministerial appointed Panel of Adjudicators following an application made under section 6(4) of the Construction Contracts Act, 2013 which complies with paragraph 15 of the '*Code of Practice Governing the Conduct of Adjudications*'.
- 4.2 The appointment of an Adjudicator by me usually takes place within seven days after the receipt of a written application, unless further information is required from the applicant relevant to the nature of the dispute, in accordance with paragraph 16 of the Code of Practice.
- 4.3 During the period covered by this Annual Report, there were 85 applications seeking the appointment of an Adjudicator received by the Construction Contracts Adjudication Service of the Department of Enterprise, Trade and Employment, which provides me with the necessary administrative support in processing such applications.
- 4.4 I made 79 Adjudicator appointments under section 6(4) of the Construction Contracts Act, 2013 from the 85 applications. Four applications were withdrawn before an Adjudicator appointment and there were also two applications which were deemed to be non-compliant with the legislation/the application requirements set out in the '*Code of Practice Governing the Conduct of Adjudications*'. Four of these six applications were re-entered a second time and I appointed an Adjudicator in each case¹. Those appointments are included in the number of appointments referred to earlier.
- 4.5 Figure 1 provides information on the number of applications and the number of Adjudicator appointments made under section 6(4) of the Construction Contracts Act, 2013 in each of the last five years beginning from July 2020 and ending in July 2025.
- 4.6 Year 9 has seen the second highest number of applications and Adjudicator appointments made under section 6(4) of the Act, since it commenced in July 2016.



¹ One withdrawn case resulted in three separate applications and I appointed the same Adjudicator to all three applications.

4.7 Figure 2 provides information on the total value of payment disputes to which Adjudicators have been appointed under section 6(4) of the Construction Contracts Act, 2013 in each of the last five years beginning from July 2020 and ending in July 2025 (excluding the value of any cases re-entered a second time). The combined total value for the last five years is €223.7 million.



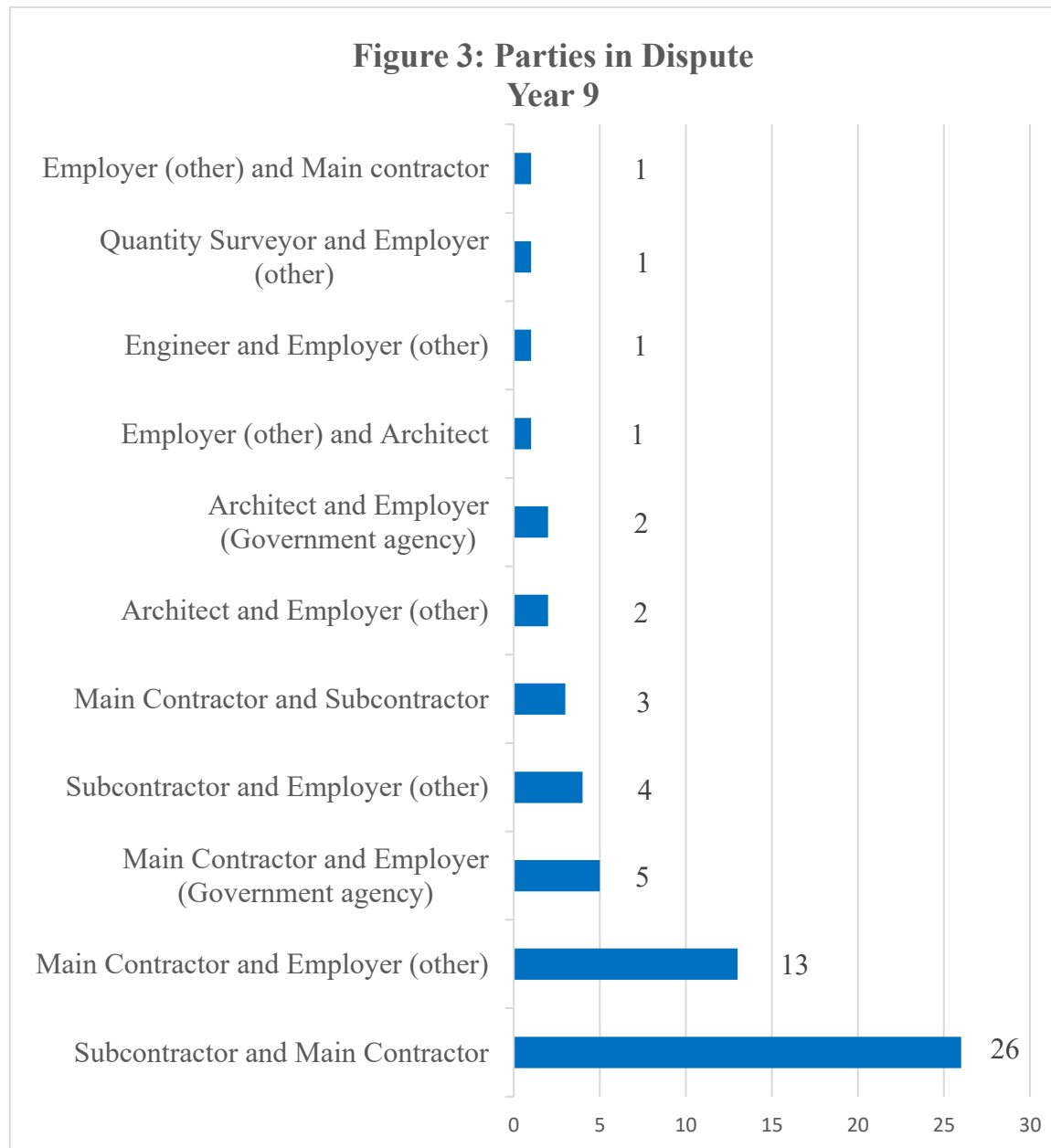
5. Statistical data returns from Adjudicators

- 5.1** There are requirements set out in the '*Code of Practice Governing the Conduct of Adjudications*' for Adjudicators to provide information to the Construction Contracts Adjudication Service following an appointment (paragraph 12); following a resignation (paragraph 30); and on the outcome of adjudication cases (paragraph 39), for the purpose of compiling anonymised statistical data on the operation of the Act.
- 5.2** This section of the report provides detailed information on the outcome of adjudication cases, on which anonymised information was provided by the appointed Adjudicators. During the period covered by this Annual Report, the Construction Contracts Adjudication Service received 59 data returns from Adjudicators. As the data received on these cases is anonymised, it should be noted that the information set out in this part of the report does not refer exclusively to cases where the Adjudicator was appointed by me under section 6(4) of the Construction Contracts Act, 2013.
- 5.3** The primary professional qualification of the Adjudicators in these 59 cases are set out in Table 1 and the principal site locations of the payment disputes by county are listed in Table 2.

Table 1 Primary Professional Qualification of Adjudicator	
Quantity Surveyor	22
Architect	14
Fellow of the Chartered Institute of Arbitrators	9
Solicitor	7
Barrister	6
Engineer	1
Total	59

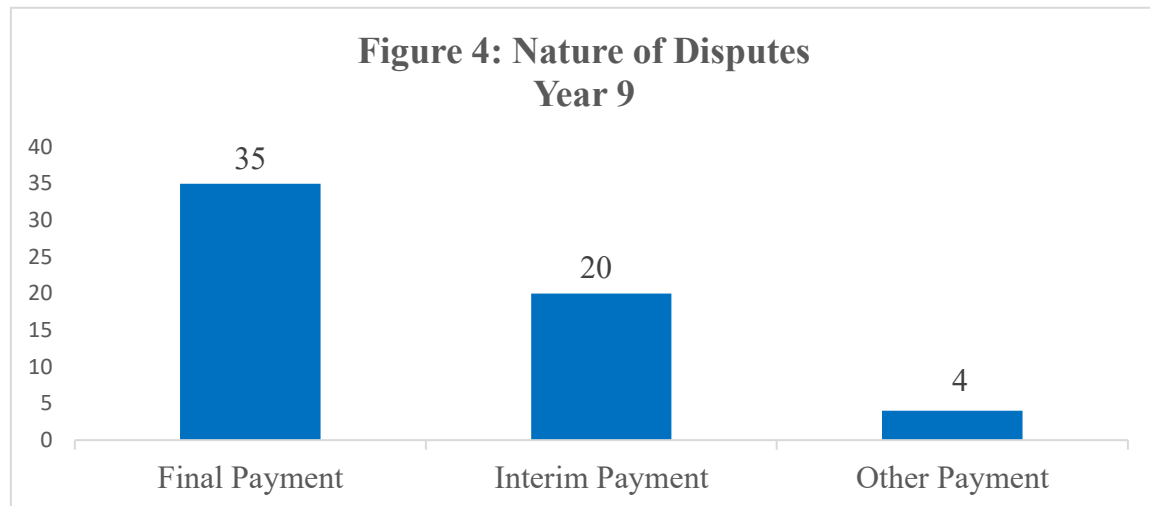
Table 2 Principal Site Locations of the Payment Disputes by County	
Dublin	31
Cork	6
Galway	4
Meath	4
Wexford	4
Kildare	2
Kilkenny	2
Tipperary	2
Cavan	1
Laois	1
Mayo	1
Offaly	1
Total	59

5.4 Figure 3 below sets out the categories of the parties in dispute in the 59 cases reported by Adjudicators. The most common category of parties in dispute involved a Subcontractor in dispute with a Main Contractor (26 cases), with the referral being made by the Subcontractor. The second highest category (13 cases) involved a Main Contractor and an Employer (Other). The category ‘Employer (Other)’ means that that contracting party is in the private sector.

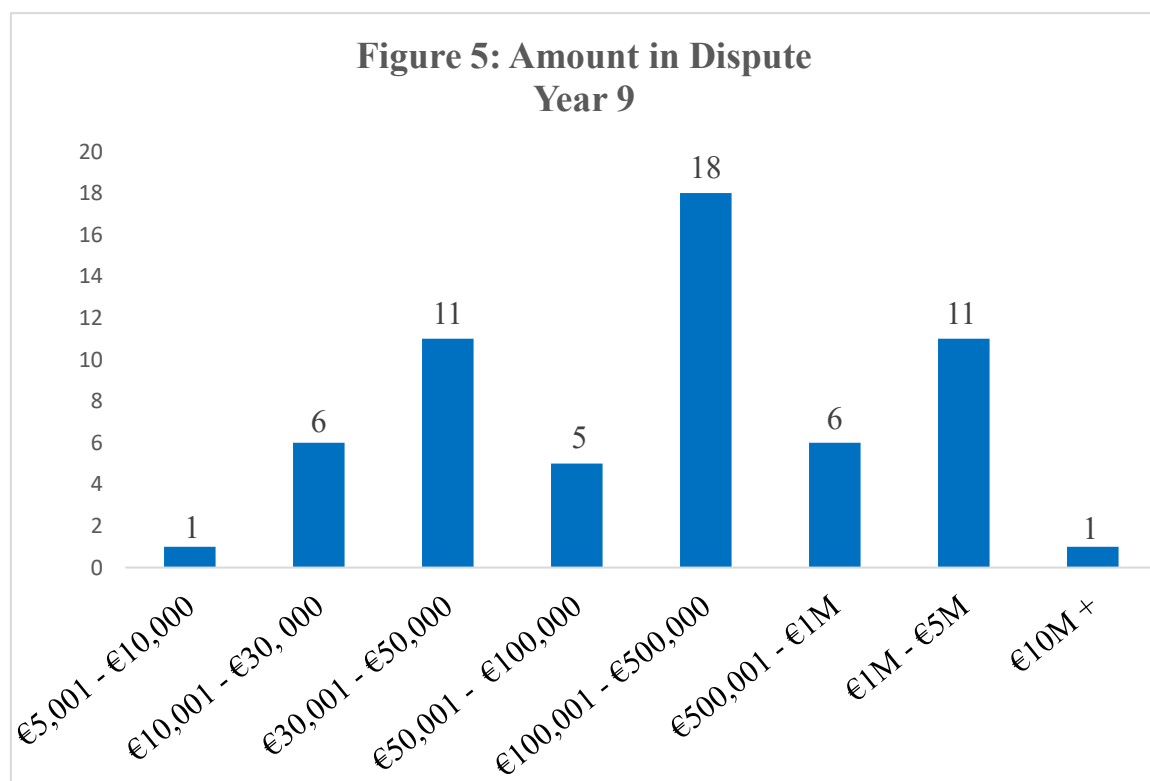


5.5 Appendix 2 provides a general list of the businesses and some individuals that initiated claims for payment under the Construction Contracts Act, 2013 in year 9 (known as a ‘Referring party’).

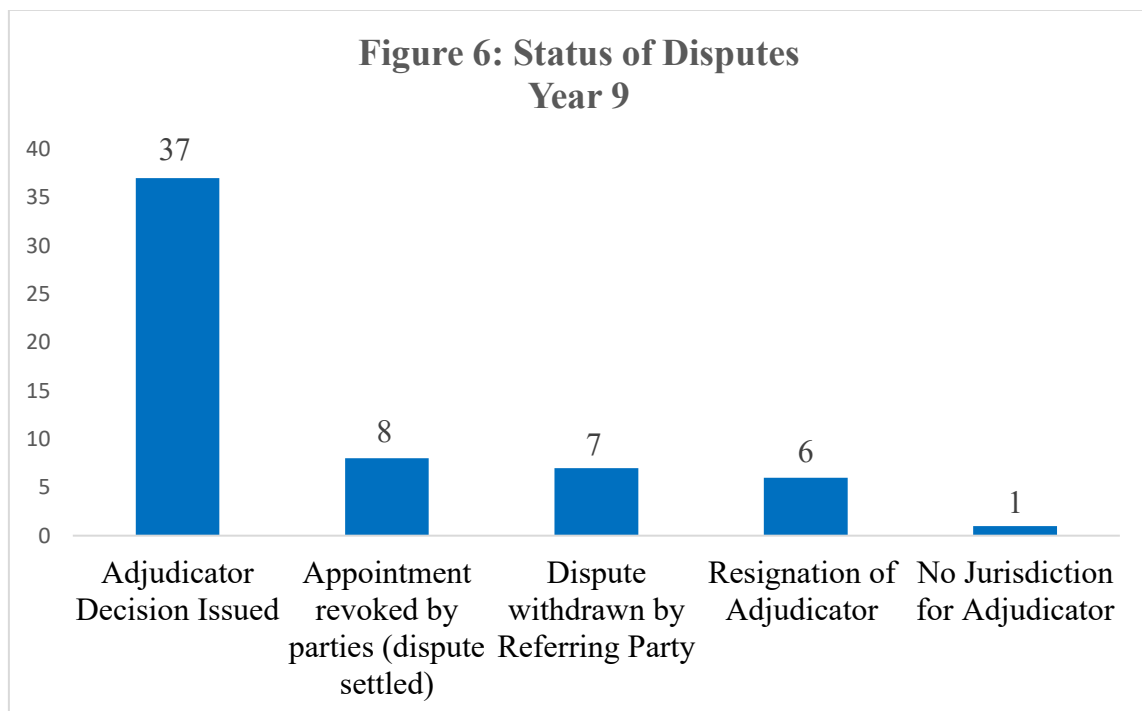
5.6 Figure 4 provides information on the nature of the disputes in the 59 cases. The highest number of disputes related to final payment disputes (35 cases). There were 4 cases described as ‘Other Payment’ disputes. These disputes were described as follows: loss and expense for delay; damages for loss of profit; non-performance of contract and professional fees.



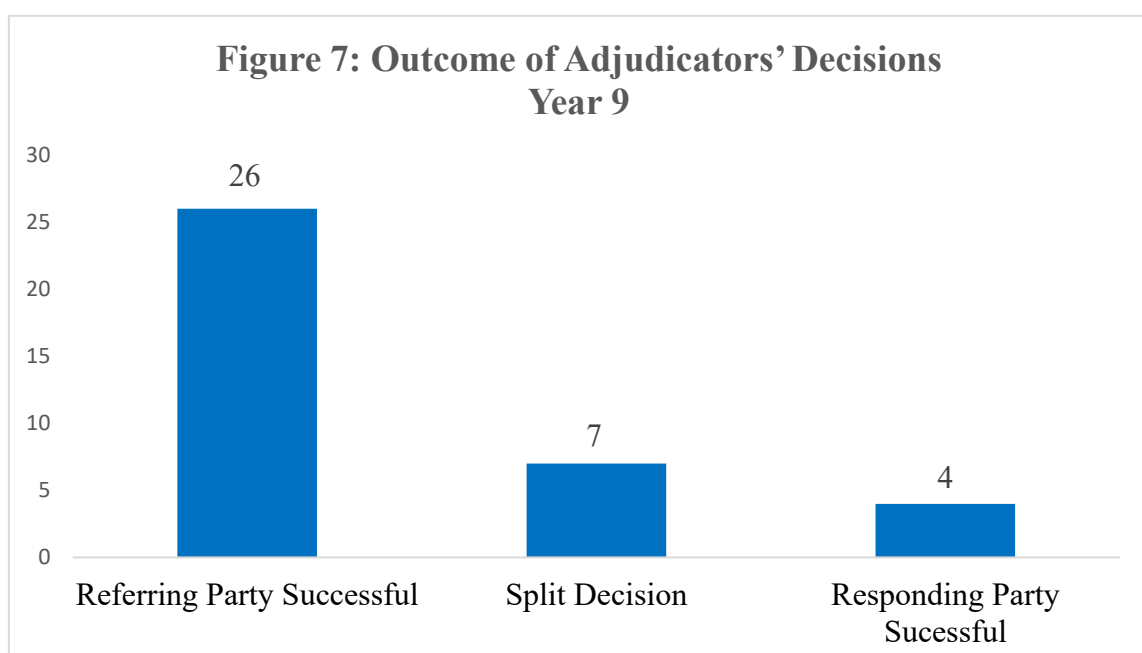
5.7 Figure 5 provides information on the amount in dispute between the parties in the 59 cases. The most common amount in dispute involved amounts in the range of €100,001 to €500,000 (18 cases).



5.8 Figure 6 provides information on the status of the 59 cases after an Adjudicator was appointed. In total, there were 37 Adjudicators' decisions issued.



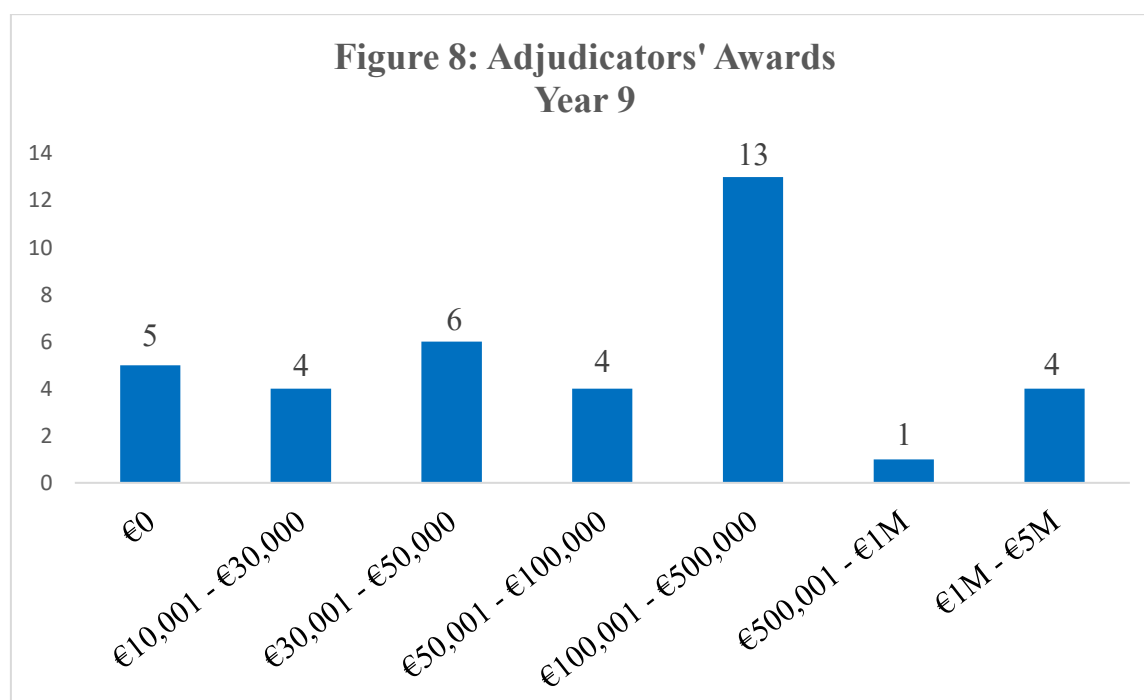
5.9 Figure 7 provides information on the outcome of the 37 Adjudicators' decisions. The Referring party was successful in 26 cases (70% of cases), there was a split decision between the parties in 7 cases (19% of cases) and the Respondent party was successful in 4 cases (11% of cases).



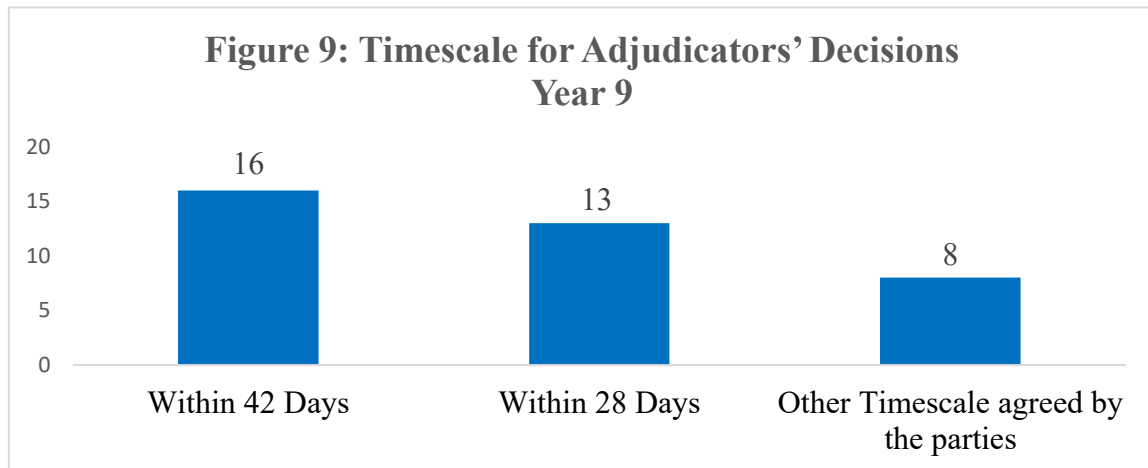
5.10 Table 3 provides details of the success rates for the parties arising from the Adjudicator decisions as set out in this Annual Report and the previous four Annual Reports. In total there have been 232 Adjudicator decisions reported over that period. The Referring party has been successful in 59% of claims, the Responding party has been successful in 18% of claims and there was a split decision in 23% of claims over the last five years.

Table 3 Adjudicator Decisions - success rates for the parties				
Annual Report	Referring Party Successful	Responding Party Successful	Split Decision	Number of Adjudicator Decisions
Ninth Annual Report	26 (70%)	4 (11%)	7 (19%)	37
Eight Annual Report	37 (50%)	21 (28%)	16 (22%)	74
Seventh Annual Report	30 (66%)	6 (13%)	9 (20%)	45
Sixth Annual Report	24 (66%)	4 (11%)	8 (22%)	36
Fifth Annual Report	20 (50%)	6 (15%)	14 (35%)	40
Total	137 (59%)	41 (18%)	54 (23%)	232

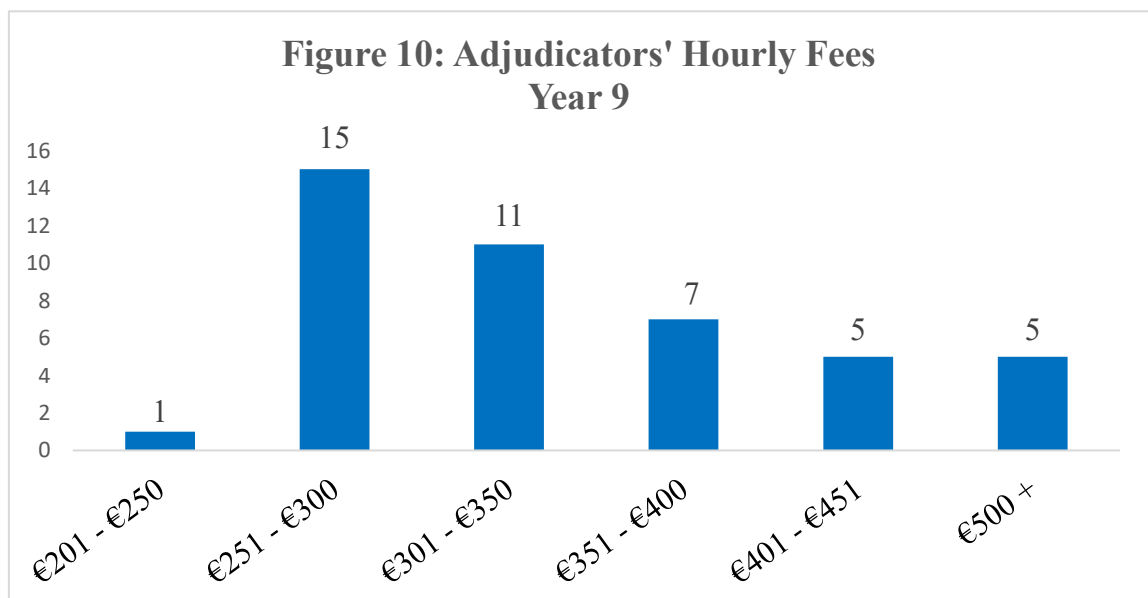
5.11 Figure 8 provides information on the monetary awards made by the Adjudicators in year 9 in 32 of the 37 Adjudicators' decisions. There were no monetary awards in the other 5 cases because the Respondent party was successful in 4 of those cases and one split decision resulted in a no monetary award decision. The highest number of awards was in the range of €100,001 to €500,000 (13 cases).



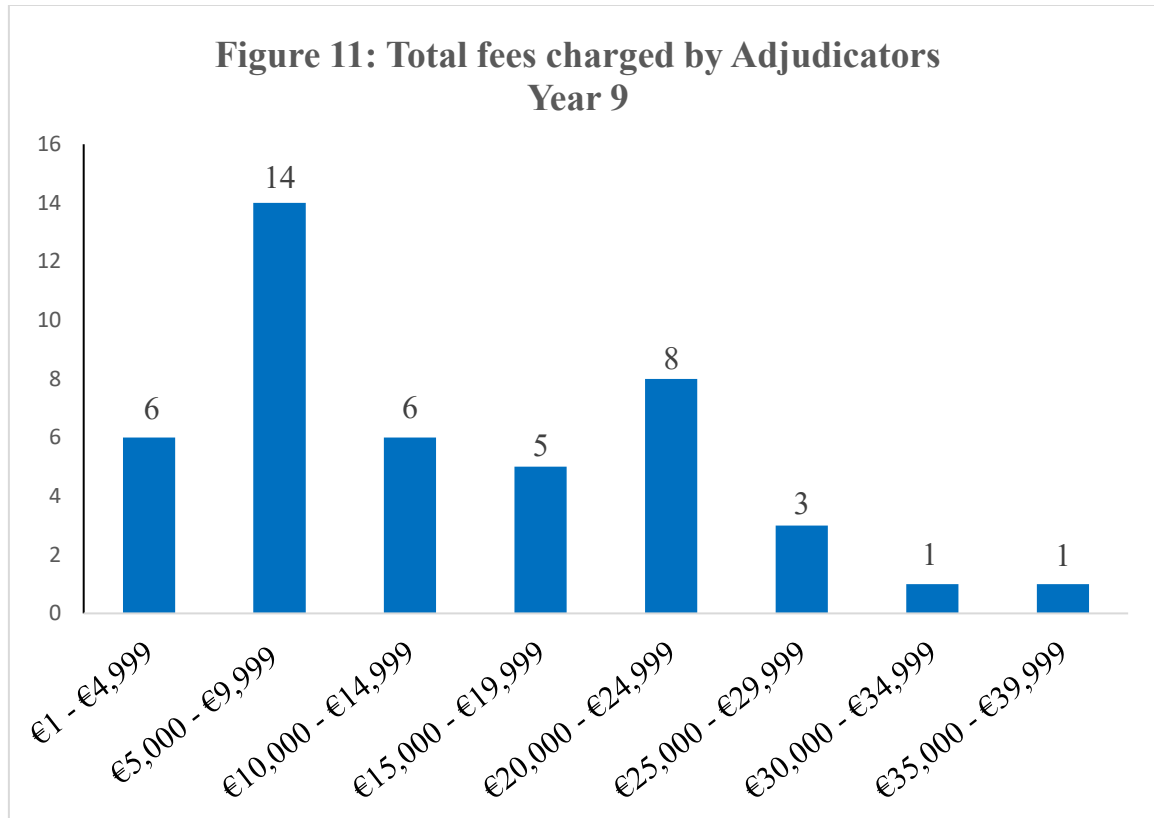
5.12 Figure 9 provides information on the timescale taken by the Adjudicators to issue their decisions to the parties. There were 16 decisions issued within 42 days from the date of the referral of the payment dispute to an Adjudicator, 13 decisions were issued within 28 days and a further 8 decisions were issued after a longer period than the 42 days, following the agreement of the parties involved in those cases, which is provided for in section 6 of the Construction Contracts Act, 2013 ('Other timescale').



5.13 The '*Code of Practice Governing the Conduct of Adjudications*' requires that the fees charged by an Adjudicator should be "reasonable in the amount having regard to the amount in dispute, the complexity of the dispute, the time spent by the Adjudicator" on the dispute and other relevant circumstances. Figure 10 provides information on the hourly fees charged by the Adjudicators in 44 of the 59 cases reported. There were 15 cases in which no fees were charged, as either the cases settled or did not proceed for some other reason. The most common hourly fees charged were in the range €251 to €300 (15 cases) and €301 to €350 (11 cases).



5.14 Figure 11 details the total fees charged by the Adjudicators in the 44 of the 59 cases reported. The highest number of cases were fees charged in the range of €5,000 to €9,999 (14 cases), followed by €20,000 to €24,999 (8 cases). As referred to paragraph 5.13, there were 15 cases in which no fees were charged.



6. High Court Judgments

- 6.1 The Rules of the Superior Courts were broadened to incorporate a provision for the enforcement by the High Court of Adjudicators' decisions under the Construction Contracts Act, 2013 – 'Rules of the Superior Courts (Construction Contracts Act, 2013) 2016' (Statutory Instrument No. 450 of 2016). Appendix 3 provides a list of High Court Judgments in relation to the Construction Contracts Act, 2013.
- 6.2 There have been two recent judgments issued by the High Court in relation to the Construction Contracts Act, 2013. These cases are *Tenderbids Ltd trading as Bastion and Electrical Waste Management Ltd* [2025] IEHC 139 and *Connaughton and Timber Frame Projects Limited trading as Timber Frame Ireland* [2025] IEHC 469. The two cases concerned applications to enforce the decision of an Adjudicator.
- 6.3 In the case of *Tenderbids Ltd trading as Bastion and Electrical Waste Management Ltd*, the application for leave to enforce the Adjudicator's award was refused because the notice of intention to refer to adjudication was not delivered in the manner which had been agreed between the parties under the express terms of the construction contract. The legal consequence of that failure was that the payment dispute was never validly referred to adjudication.
- 6.4 In the case of *Connaughton and Timber Frame Projects Limited trading as Timber Frame Ireland*, the application for leave to enforce the Adjudicator's award was refused because the dispute, which had purportedly been referred to adjudication, did not relate to a payment provided for under the construction contract. There was no clause under the construction contract between the parties which made provision for payment to the employer in the event of wrongful termination by the contractor. The Adjudicator therefore did not have jurisdiction under the Construction Contracts Act 2013 in relation to the dispute and the Adjudicator's decision could not be the subject of an enforcement order under section 6(11) of the Act.

7. Chairperson's Comment and Conclusions

- 7.1 I have appointed 79 Adjudicators under section 6(4) of the Construction Contracts Act, 2013 to payment disputes with a combined total value of almost €31.5 million (excluding the value of any cases re-entered a second time) in the period covered by this Annual Report. The number of applications and the number of Adjudicator appointments made under section 6(4) of the Act in year 9, have been the second highest since the legislation commenced in July 2016.
- 7.2 In the last five years, Adjudicators have been appointed to payment disputes under section 6(4) of the Construction Contracts Act, 2013 with a combined total value of almost €224 million, which demonstrates the benefit of the legislation to the Construction Sector.
- 7.3 While most payment disputes reported in year 9 involved a Subcontractor/Main Contractor and a Main Contractor/Employer, Figure 3 confirms that other parties also continue to pursue their claims under the legislation. The Referring party has been successful or partially successful in 33 of the 37 Adjudicator decisions that have reported in year 9, a 70% success rate. Overall, in the previous five years, the Referring party has been successful or partially successful in 82% of the 232 Adjudicator decisions reported.
- 7.4 In order to illustrate the impact of the legislation this year's annual report provides a list, at Appendix 2, of the types of businesses that initiated claims to seek redress for non-payment or underpayment under the Construction Contracts Act, 2013 in year 9. In addition, some individuals also initiated claims under the legislation.
- 7.5 While I have reported on the data provided in circumstances where Adjudicators have chosen to provide such data, it is not possible to state definitively that this encompasses all adjudication cases concluded under the Act in the past year. Additional adjudications will have taken place pursuant to the Act, where the parties agreed on the appointment of the Adjudicator without recourse to the Construction Contracts Adjudication Service, and in respect of which the Service has not been furnished with statistics. In addition, it is understood from anecdotal evidence, that the availability of statutory adjudication and the expressed intention to proceed with a case results in many payment issues being resolved without the need to proceed to adjudication.
- 7.6 The two Judgments of the High Court in the cases of *Tenderbids Ltd trading as Bastion and Electrical Waste Management Ltd* and *Connaughton and Timber Frame Projects Limited trading as Timber Frame Ireland* underlines the importance for parties to check their construction contract to ensure that any claim being advanced under the Construction Contracts Act, 2013 complies with the provisions of the contract as to any such claim.
- 7.7 It is also important that Employers, Main Contractors and Subcontractors adhere to their obligations set out in the Construction Contracts Act, 2013. I would also point out that if a party to a construction contract, as defined under the Act, is contemplating referring a payment dispute for adjudication, all appropriate procedures required under the Act and the '*Code of Practice Governing the Conduct of Adjudications*' should be followed.

- 7.8** I wish to record the passing of a distinguished member of the Construction Contracts Adjudication Panel, Mr. Ciaran Fahy R.I.P. Ciaran was a member of the Panel since it was established in December 2015, and he will be sadly missed by his family, friends and colleagues.
- 7.9** Mr. Peter Aeberli submitted his resignation from the Panel in August 2025 for personal business reasons. I would like to thank him for his service on the Panel.
- 7.10** I convened a Forum for the members of the Panel in June 2025, with the support of the Construction Contracts Adjudication Service of the Department of Enterprise, Tourism and Employment. The Forum facilitated discussions on a number of topics relevant to the adjudication process under the Construction Contracts Act, 2013.
- 7.11** Finally, I would also like to thank the members of the Panel who have accepted Adjudicator appointments under section 6(4) of the Act, often at short notice. In addition, I thank the staff of the Construction Contracts Adjudication Service for their administrative support to me in my role as Chairperson of the Panel.

Mr Bernard Gogarty,
Chairperson.
September 2025

Appendix 1

Members of the Construction Contracts Adjudication Panel

Mr. Bernard Gogarty is a member and the Chairperson of the Panel.

Mr Joe Behan

Mr Niall Lawless

Mr Kevin Brady

Dr John Derek Layng Ross

Mr James Bridgeman

Mr Niall Meagher

Mr Jonathan Cope

Mr Matthew Molloy

Mr Dermot Durack

Mr Gerard Monaghan

Ms Siobhan Fahey

Mr James O'Donoghue

Ms Orla Fitzgerald

Mr Denis O'Driscoll

Mr John Thomas Gibbons

Mr Sean O'Flaherty

Mr James Golden

Ms Niav O'Higgins

Mr Conor Hogan

Mr David O'Leary

Mr John Hughes

Mr Peter Eugene O'Malley

Mr Jarlath Kearney

Mr Gerard O'Sullivan

Mr Keith Kelliher

Mr Edward James Quigg

Mr Conor Kelly

Mr Martin Waldron

Mr Damien Keogh

Mr Peter Walshe

Ms Karen Killoran

Appendix 2

General list of the businesses and some individuals that initiated claims for payment under the Construction Contracts Act, 2013 Year 9	
Electrical works Modular Contractor Drylining Firm of Archaeologists Mechanical & Electrical Contractor Steelwork, roofing and cladding contractor General Contractor Main Contractor Conservation Project Manager / Architect Architectural Consultancy Electrical Builder QS Consultancy Groundworker Groundworker Utilities contractor Main Contractor Building Contractor Ground workers Fit-Out Contractor Piling Contractor Electrician Architecture General Building Groundworks Contractor Electrical Subcontractor Main Contractor Architect	Builder Groundworks Building Main Contractor Groundworks Civil Engineering Electrical Contractor Main Contractor Decoration sub-contractor Property Owner Main Contractor Property Owner Scaffolding Groundworks Construction company Main Contractor M&E and General Asbestos removal Groundworker Plastering subcontractor Main Contractor Partitions and Ceilings Subcontractor Waste Management Supply of Labour Canopy dormer & flat roofing subcontractor Ground worker Builder Facade Technology Company Electrical Services Civil Structural

Appendix 3

High Court Judgments in relation to the Construction Contracts Act, 2013

2025

- *Connaughton-v-Timber Frame Projects Limited trading as Timber Frame Ireland* [2025] IEHC 469
- *Tenderbids Ltd trading as Bastion-v-Electrical Waste Management Ltd* [2025] IEHC 339 (supplemental judgment on legal costs)
- *Tenderbids Ltd trading as Bastion-v-Electrical Waste Management Ltd* [2025] IEHC 139

2024

- *Finnegan Contracts Limited-v-Killycard Developments Limited* [2024] IEHC 752
- *McGill Construction Limited-v-Blue Whisp Limited* [2024] IEHC 205

2023

- *K&J Townmore Construction Limited-v-Damien Keogh and Deslend (Mechanical) Limited T/A COBEC Engineering Group* [2023] IEHC 509
- *DNCF Limited-v-Genus Homes Limited* [2023] IEHC 490
- *McGurran Civils RoI Limited-v-K&J Townmore Construction Limited* [2023] IEHC 355

2022

- *John Paul Construction Limited-v-Tipperary Co-Operative Creamery Limited* [2022] IEHC 3

2021

- *Aakon Construction Services Limited-v-Pure Fitout Associated Limited* [2021] IEHC 619 (Form of Order)
- *Principal Construction Limited-v-Beneavin Contractors Limited* [2021] IEHC 578
- *Kevin O'Donovan and the Cork County Committee of the GAA-v-Nael G. Bunni and James Bridgeman and OCS One Complete Solution Limited* [2021] IEHC 575
- *Aakon Construction Services Limited-v-Pure Fitout Associated Limited* [2021] IEHC 562
- *Gravity Construction Limited-v-Total Highway Maintenance Limited* [2021] IEHC 19.

2020

- *Kevin O'Donovan and the Cork County Committee of the GAA-v-Nael G. Bunni and James Bridgeman and OCS One Complete Solution Limited* [2020] IEHC 623