

New clauses in the SOP Bill as compared to the Exposure Draft.

Clause	Description
Clause 16(3)(d)	A notice-based time bar provision of a construction contract may be declared unfair by an expert (as opposed to just an adjudicator).
Clause 16(6)(c)	In determining whether a time bar provision is unfair, the adjudicator/expert must have regard to the relative bargaining power of each party entering the construction contract.
Clause 17(3)	A progress payment to which a person is entitled under this section does not include payment for any expenses, loss or damages incurred because of a breach of a construction contract.
Clause 24(1)(c)	A payment claim must describe the items and quantities of construction work or related goods and services, to which the progress payment relates.
Clause 29(3)	A claimant is not bound by any provision of the construction contract that designates or restricts the authorised nominating authority to which an adjudication application may be made.
Clause 30(1)(c)	An adjudication application must be accompanied by a copy of the construction contract or the relevant provisions of the construction contract.
Clause 32(6)	An adjudicator who gives written notice of withdrawal from the adjudication must give a copy of the notice to the Building Commissioner and, if appointed by an authorised nominating authority, to the authority.
Clause 36(3)	If the adjudicator decides that an adjudication application is frivolous or vexatious or is too complex for the adjudicator to make a fair determination within the time available to the adjudicator, the adjudicator's determination of the application must set out that decision and provide that no amount is payable under the determination.
Clause 36(4)	An adjudicator is required to set out its reasons for not making a determination where the adjudication application is deemed frivolous or vexatious or too complex.
Clause 38(2)(e)-(f)	In determining an adjudication, an adjudicator may have regard to any further submissions of the claimant or respondent (including accompanying documents) requested by the adjudicator or the outcome of any conference of the parties called by the adjudicator.
Clause 55(4)	Evidence of anything lawfully said or done in the course of an adjudication or adjudication review under this Part 3 is not admissible before a court, arbitrator or other person or body, unless the parties to the adjudication or adjudication review consent to the admission of the evidence.
Clause 62(2)	A claimant cannot suspend work or supply under clause 62(1) while an adjudication review application made by the respondent has not been determined.