

**NOTICE
OF
COMPLAINT**



Please return to:

CERTIFIED BUILDERS ASSOCIATION OF NEW ZEALAND INC.
(CBANZ®)
PO Box 13405
Tauranga Central
TAURANGA 3141

Phone (07) 927 7720 - Fax (07) 927 7721

Section 1 - Background

Your Details

Surname		Date	
First Names		Day Phone	
Postal Address		A/Hours Phone	
		Fax	
Physical Address		Mobile	
		Email	

Your Builder.

Name of the Platinum [business] Builder							
Platinum Registration No.	Office Use	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Details of your Complaint / Dispute

Do you have a Quotation covering the work over which you have the dispute	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
Please provide a copy of the Quote											
Do you have a signed Building Contract covering the work over which you have the dispute?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
Please provide a copy of the contract											
Give a brief description of the work being undertaken											
Have you had a report undertaken by a authoritative person to support your claim?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
By whom	<input type="text"/>	Please provide a copy (attached)									
Are there any funds being withheld from the Builder?	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>							
Amount \$	<input type="text"/>										
Address of Works (if different from above address)											
No. and Street	<input type="text"/>										
Suburb	<input type="text"/>										
Town / City	<input type="text"/>										
Are you living in the dwelling?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
Have the works been completed?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
If the answer to the above is Yes has a Code Compliance Certificate been issued?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
Have you sought legal advise on this issue?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>							
How would you describe the relationship you presently have between yourself and the builder? (Tick 1)											
Amicable	<input type="checkbox"/>	Agreeable	<input type="checkbox"/>	Tolerable	<input type="checkbox"/>	Lost Trust	<input type="checkbox"/>	Hostile	<input type="checkbox"/>	Do not want him back	<input type="checkbox"/>

Your Dispute

Certified Builders Association of New Zealand Inc (CBANZ®) role in a dispute is facilitator, acting impartially and transparent in the procedure.

CBANZ® therefore will assign on your behalf an independent person to review the dispute and identify a method to resolve. Please note the independent person **is not employed by CBANZ®**. We do not involve one of our members in the dispute resolution process unless the independent person thinks it is appropriate.

Our Dispute Resolution Procedure

If any dispute or difference ("a dispute") arises between the parties from or concerning this Agreement the parties agree:

- a) To meet in good faith to attempt to resolve the dispute through negotiation.
- b) If for any reason the dispute is not resolved promptly, the parties may refer the matter to mediation in which the parties share the mediator's fees and expenses equally and meet their own costs. The parties may jointly in writing request the president or relevant nominating officer of the Arbitrators' & Mediators' Institute of New Zealand Inc ("AMINZ") or by LEADR (NZ) Inc. to select a mediator.
- c) Either party may at any time refer a dispute to adjudication in accordance with provisions of the Construction Contracts Act 2002 ("Adjudication").
- d) A dispute may be referred to arbitration under the Arbitration Act 1996 if it has not been settled within 30 working days after the appointment of a mediator, or if the dispute has been determined in Adjudication and any amount so determined has been paid in full. Where the Owner is a consumer this agreement to arbitrate is subject to separate written agreement after the dispute has arisen in accordance with section 11 of the Arbitration Act 1996.

What does this Dispute Resolutions Procedure Cost?

1. An assessment fee of \$55.00 must accompany the "Notice of Complaint" form. The Builder is also required to pay \$55.00. The \$110 is the initial cost of the independent assessment.
2. Should the independent person be of the opinion that any of the process of Mediation, Expert Determination, Arbitration or Adjudication is warranted then the cost can vary from \$100.00 per hour to \$250.00 per hour plus disbursements depending of the process employed.
3. Both parties are usually jointly responsible for the costs of Mediation or Expert Determination. In an Arbitration it is possible that an award be made against one party for costs.

What happens if I still owe the Builder money?.

You may be required to lodge in the CBANZ® Stakeholders Trust Account any outstanding funds due to the builder.

Adjudication

Adjudication is a confidential process governed by the Construction Contracts Act 2002. It applies exclusively to any dispute and difference arising under a construction contract as defined in that Act. Parties to a construction contract cannot contract out of the right to refer a dispute to adjudication. The adjudicator's *determination* is normally available within 6-8 weeks, and is binding until it has been complied with. The matter may then be referred to arbitration or to the courts for a final decision. A dispute may be adjudicated concurrently with other dispute resolution processes, such as arbitration or mediation, and is ended if the other process is concluded first. Unless the adjudicator decides otherwise the parties pay their own costs, and share the adjudicator's fee equally.

Arbitration

Arbitration is a confidential process governed by the Arbitration Act 1996 under which the parties to a dispute appoint an agreed arbitrator who considers the evidence and issues an *award* that is final and binding. The parties must have agreed to refer their dispute to arbitration, and where one of the parties is a consumer there must be an express written agreement to arbitrate. Responsibility for the arbitrator's fee and the parties' costs is usually decided by the arbitrator.

Mediation

Mediation is a confidential and voluntary process in which the parties engage an agreed mediator to facilitate a negotiated settlement between them. Usually the parties will enter into an agreement to mediate, under which they agree to cooperate with the mediator and each other. The entire mediation process is consensual, and a party may withdraw at any time, but will be bound by an agreement reached in the mediation. If mediation fails the parties may refer the matter to another dispute resolution process, or to the courts. The parties will usually pay of the mediator's fee in equal shares.

Expert Determination

This process is often best used when both parties might disagree on a technical or procedural point and that an experts view or decision is required to resolve the disagreement or dispute. The expert determination's decision will be based on fact and can be treated as a resolution of the dispute providing both parties agree to abide by the expert determination decision.