MC MS Blog

The slip rule is not a second bite at the cherry

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As an adjudicator, one of the many recurring challenges we deal with is parties who are dissatisfied with a Decision and then attempt, whether consciously or otherwise, to persuade the adjudicator to revisit it after it has been issued. Often, these approaches are framed as requests for clarification or corrections under the slip rule.

What is the slip rule?

The "slip rule" is a narrow exception to the general principle that, once an adjudicator has issued their Decision, their jurisdiction comes to an end. It allows an adjudicator to correct accidental errors in a Decision, but not to revisit the substance of that Decision. The slip rule is enshrined in Section 108(3A) of the Housing Grants, Construction and Regeneration Act 1996 and requires construction contracts to include a provision permitting an adjudicator to correct a Decision "*so as to remove a clerical or typographical error arising by accident or omission*". Where the contract does not contain a compliant provision, paragraph 22A of the Scheme for Construction Contracts applies, providing that an adjudicator may, either on their own initiative or at the request of a party, correct such an error. Any correction must be made within five days of the Decision being delivered and forms part of the original Decision. The purpose of the slip rule should, in theory, be straight-forward and to allow an adjudicator to correct obvious mistakes such as:

- Mathematical or arithmetic errors;
- Transposed figures;
- Incorrect dates;
- Typographical mistakes; or

- Accidental omissions.

What the slip rule does not allow is a reconsideration of the merits of the dispute. To do so would go far beyond correcting an accidental error and would instead amount to issuing a new Decision. The courts have consistently emphasised that the rule is confined to genuine slips in expression or calculation and is not a mechanism for reconsidering findings of fact, revisiting legal conclusions, entertaining fresh submissions or changing the reasoning underlying the Decision. The distinction is often easy to state but can be more difficult to apply in practice, particularly where disappointed parties look to characterise substantive arguments as requests for clarification or correction, as the recent Technology and Construction Court Decision in *Clerkenwell Lifestyle (UK) Ltd v HG Construction Ltd* [2026] EWHC 1406 (TCC) illustrates .....

The Decision in *Clerkenwell*

The dispute arose out of a development project in Clerkenwell involving claims relating to extensions of time and liquidated damages. In his Decision, the adjudicator and my colleague, Matt Molloy, awarded HG additional extensions of time but nevertheless found that Clerkenwell was entitled to liquidated damages of approximately £956,000.

HG resisted enforcement and commenced Part 8 proceedings, contending that an earlier exchange of emails amounted to a binding agreement extending the contractual completion dates and that this had not been properly taken into account by the adjudicator.

The difficulty for HG was that this argument had not been clearly advanced during the adjudication itself. Following the decision, HG made extensive submissions to the adjudicator, ostensibly under the slip rule. In reality, however, those submissions sought to challenge the reasoning underpinning the decision and invite reconsideration of the approach taken to extensions of time and liquidated damages.

The TCC rejected both HG's natural justice challenge and its Part 8 claim. Mrs Justice Jefford found that the alleged binding agreement had never been advanced as a standalone defence during the adjudication and, accordingly, the adjudicator could not be criticised for failing to address it. There was therefore no breach of natural justice.

Although the case concerned the enforcement of an adjudicator's decision and related Part 8 proceedings, it highlights a point of wider importance. Parties must ensure that their key arguments are properly articulated during the adjudication itself. As the Court reaffirmed, adjudication enforcement is not an appeal process, and post-Decision attempts to reframe or expand a party's case are unlikely to succeed.

The reality for adjudicators

Most adjudicators will, at some point, receive post-Decision correspondence which is said to concern a "slip" but which is actually directed at the substance of the Decision. Based on my experience, some examples of alleged ‘slips’ are as follows:

(i) New submissions disguised as slip applications

A request disguised as a slip which actually seeks to alter the quantum of the Decision based upon a point that was never previously canvassed during the adjudication. Typically, such correspondence is framed as identifying an "error" or "oversight". However, upon closer examination, the party can often introduce a new argument, a different valuation methodology or an alternative interpretation of the evidence. These aren’t slips. The fact that a party believes a different result should have been reached does not convert a substantive disagreement into a clerical error. Indeed, this appears to

have been the underlying difficulty in *Clerkenwell*. The issue was not that the adjudicator had accidentally mistyped a figure or omitted a calculation. Rather, the complaint was directed at the adjudicator's substantive treatment of the dispute.

(ii) Requests for clarification after successful jurisdictional challenge

In some cases, parties may seek further engagement from an adjudicator after a non-binding conclusion on jurisdiction has been issued and the appointment has ended. Although such contact may be framed as a request for clarification, it can sometimes develop into an attempt to challenge or reopen the jurisdictional conclusion. The key point is that, once an adjudicator's appointment has come to an end, so too has their jurisdiction. Unless there is a continuing mandate or specific power to do so, the adjudicator cannot revisit, expand upon, or supplement conclusions that have already been provided.

(iii) Challenges to fee allocations

Adjudicators may also occasionally receive correspondence expressing dissatisfaction with the allocation of fees contained within the Decision. My experience of these types of communications has been, fortunately, entirely professional and courteous. Parties may simply wish to record their disagreement or explain why they consider a different allocation would have been appropriate. However, if there's no obvious clerical error, dissatisfaction with the adjudicator's exercise of discretion is not a slip and does not permit reconsideration.

In each of the above instances, the position is simple: jurisdiction has ended, save only for the limited power to correct genuine slips and none of the points raised fell under the narrow scope of the slip rule.

The slippery slope of post-Decision submissions

Clerkenwell is a useful reminder that the slip rule is a limited corrective mechanism designed to address accidental errors in expression, not a means of reopening the merits of a dispute. It does not provide an opportunity for parties to advance new arguments, revisit findings or invite an adjudicator to reach a different conclusion.

The judgment also reinforces an equally important principle: an adjudicator cannot be criticised for failing to determine a defence that was never clearly advanced. If a party wishes to rely on a particular argument, it must ensure that it is properly articulated and evidenced during the adjudication itself. It cannot expect to remedy that omission after the event.

For adjudicators, requests for clarification, challenges to reasoning and attempts to revisit quantum are familiar features of post-Decision practice. However, once a Decision has been issued, there is generally little scope for further engagement beyond the correction of genuine slips and the remedy for a party dissatisfied with the outcome continues to lie elsewhere.

That, to me, is as it should be. Adjudication is intended to provide a swift and temporarily binding resolution to disputes, and that objective would be undermined if parties were permitted to engage in successive rounds of post-Decision submissions aimed at persuading adjudicators to revisit their conclusions. There must come a point at which the adjudicator's role ends. As ever in adjudication: parties get one real opportunity to put forward their case. They should make sure they use it, because they are unlikely to get a second bite at the cherry.

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