

## **The Surrey Board of Trade Dispute Resolution Program**

The Surrey Board of Trade (SBOT) Dispute Resolution Program, is a program designed to provide Surrey Board of Trade Members with Arbitration & Mediation options to handle commercial disputes. This program is administered by the ADR Institute of British Columbia. The following outlines the rules of engagement should the parties to the dispute agree to Arbitrate under this program.

### **ARBITRATION RULES**

#### **1. DEFINITIONS**

1.1 In these Rules,

**ADRIBC** means the ADR Institute of British Columbia;

**Arbitration Service Fee** means the arbitrator's fee and the fee for the administration of the arbitration calculated according to the Schedule of Fees;

**Claim** means a statement by the Claimant of the matter in dispute in the form set out in Appendix C;

**Defence** means a statement by the Respondent in reply to the Claim in the form set out in Appendix D;

**Member** means a Surrey Board of Trade member in good standing

**Request for Dispute Resolution** means the form set out in Appendix A to the Rules;

**Representative** means the individuals in the Arbitration who have full authority to act on behalf of the business entity.

**Respondent's Acceptance** means the form set out in Appendix B to the Rules;

**Rules** means the Surrey Board of Trade Dispute Resolution Program Arbitration Rules;

**SBOT** means the Surrey Board of Trade.

## 2. APPLICATION AND COMMENCEMENT

- 2.1 Where an arbitration agreement provides for arbitration under the SBOT Rules, the **Rules** shall be deemed to form part of the arbitration agreement. Unless the parties agree otherwise, the Rules that apply are those in effect on the date **ADRIBC** accepts the dispute.
- 2.2 A SBOT member who wishes to commence an arbitration under the Rules shall submit a completed **Claimants Request for Dispute Resolution** to ADRIBC (as the Claimant) and at the same time deliver a copy of it to the Respondent.
- 2.3 If the Respondent agrees to the arbitration under the Rules, it shall submit a completed **Respondent's Acceptance of Dispute Resolution** to ADRIBC and deliver a copy of it to the Claimant.
- 2.4 The Respondent shall submit its Respondent's Acceptance within 14 days after receiving the Request for Dispute Resolution. If the Respondent's Acceptance is not received either by ADRIBC or the Claimant by the due date, the arbitration shall not proceed under the Rules.
- 2.5 Upon receipt of the completed Respondent's Acceptance, ADRIBC may accept the dispute for arbitration.

## 3. FEES

- 3.1 An **Arbitration Service Fee** is payable before an arbitrator is appointed.
- 3.2 Within 7 days of accepting the dispute for arbitration ADRIBC, shall send each party an invoice for an equal share of the Arbitration Service Fee, plus applicable taxes.
- 3.3 Once the Arbitration Service Fee has been received in full, ADRIBC may administer the arbitration according to the Rules.
- 3.4 The Arbitration Service Fee shall be held in trust by ADRIBC until the arbitration is complete under Rule 5.15, at which time ADRIBC may pay the arbitrator's fee and the administration fee in the amounts allowed by the Schedule of Fees, or under the Rules, out of the monies held in trust.
- 3.5 If no arbitrator is appointed and the arbitration is terminated, ADRIBC may retain the administration fee as a cancellation fee and remit the remainder to the parties pro rata.

#### **4. APPOINTMENT OF ARBITRATOR**

- 4.1 Within 7 days of the full payment of the arbitration fees received, ADRIBC shall select an arbitrator to arbitrate the dispute from among the members of the SBOT Dispute Resolution Program Arbitration Roster. In selecting an arbitrator, ADRIBC shall give consideration to the member's experience relevant to the dispute.
- 4.2 ADRIBC shall notify the ADRIBC's member of his or her selection and seek the member's acceptance of appointment. The member shall notify ADRIBC of his or her acceptance of the appointment within 3 calendar days. Upon the member's communicating his or her acceptance of the appointment in writing to ADRIBC the appointment is effective and the arbitration commences.
- 4.3 Upon acceptance of the appointment, the arbitrator has conduct of the arbitration under the Rules, and the arbitration may not be terminated or suspended except by agreement of the parties, or by order of the arbitrator, or by an order of the Supreme Court of British Columbia.
- 4.4 Within 7 days of accepting the appointment, the arbitrator shall contact all parties and email Appendix C-Statement of Claim to the Claimant and Appendix D-Statement of Defence to the Respondent. If the arbitrator fails to contact the parties within the time set, the appointment expires, and the parties may request ADRIBC to appoint a replacement arbitrator, or upon receiving notice of the arbitrator's failure to comply, ADRIBC may appoint a replacement arbitrator, as if no arbitrator had yet been appointed.
- 4.5 The arbitrator is bound by the Code of Ethics of the ADR Institute of Canada.

#### **5. ARBITRATION PROCESS**

- 5.1 Unless a different process is ordered by the arbitrator, the arbitration shall proceed as a documents-only arbitration.
- 5.2 Within the time set by the arbitrator, the Claim and the Defence shall be delivered to the arbitrator and the other party or parties.
- 5.3 Once the Claim and Defence have been delivered under Rule 5.2, the arbitrator shall set a deadline for all parties to deliver their documents to be relied on in the arbitration to the arbitrator. Once the arbitrator has received the documents of all parties, he or she shall deliver copies of them to all the other parties.
- 5.4 After each party has received a copy of the documents of all the other parties, it may submit a rebuttal by a deadline to be set by the arbitrator. A rebuttal shall be delivered by the arbitrator to the other parties. Unless ordered by the arbitrator, no further evidence may be submitted after the delivery of the rebuttals.

- 5.5 If the arbitrator considers it necessary to do justice in the case, he or she may conduct a site visit, inspect goods which are the subject of the dispute, or conduct an oral hearing, or any combination thereof. If so, the parties must pay a Hearing/Inspection Surcharge in the amount set out in the Schedule of Fees. The arbitrator will require the parties to pay a deposit to ADRIBC to cover the Hearing/Inspection Surcharge before delivering the award. An oral hearing shall be limited to a maximum time of 2 hours.
- 5.6 If a site visit or inspection of goods is conducted by the arbitrator, all parties shall be given an adequate opportunity to accompany the arbitrator during the inspection. The arbitrator may ask a party to point out or explain any feature of the site or the goods and how it relates to the dispute.
- 5.7 The arbitrator must not receive or consider any settlement offer made by a party.
- 5.8 The arbitrator shall decide the dispute by reference to law and on the basis of the balance of probabilities, i.e. in favour of the party whose position is the more probable.
- 5.9 The arbitrator shall have the same power to award remedies as are allowed under the Arbitration Act, except that there shall be no order for costs.
- 5.10 The arbitrator shall make an award in writing with appropriate reasons within 15 days of closing submissions or conducting a site visit, inspection of goods or a hearing, whichever is later. The arbitrator may extend the time for making the award, but must notify the parties of such extension by the date on which it would otherwise be due. The arbitrator shall sign and date the award and deliver the original to ADRIBC, which shall deliver a copy of it to the parties.
- 5.11 After the Arbitrator has delivered the award to the parties, the arbitrator may deliver an invoice for his or her fees to ADRIBC.
- 5.12 Within 15 days after the delivery of the original award to the parties, the arbitrator, on request of a party, or on his or her own initiative, may correct a slip or other error in the award, or may make an additional award on an issue raised in the arbitration, but not decided in the award.
- 5.13 The award shall be final 16 days after delivery of the original award to the parties.
- 5.14 The arbitrator may suspend or terminate the arbitration if all the parties agree, or if he or she considers that it is pointless to continue.
- 5.15 The arbitration is complete on (a) the date the award becomes final, or (b) if there is no award, the date the arbitrator orders it to be terminated.
- 5.16 Neither ADRIBC nor SBOT has any authority to review or change the arbitrator's award. An arbitrator is not an agent or representative of ADRIBC or SBOT.

## **6. DEFAULT**

- 6.1 If a party fails to comply with these Rules or the order of an arbitrator, the arbitrator may, upon notice to the party, (a) decide the dispute on the basis of the evidence received, or (b) terminate the arbitration, whichever is appropriate.

## **7. EXCLUSION OF LIABILITY**

- 7.1 Neither ADRIBC nor SBOT is liable to an arbitrator, a party or a witness for any act or omission relating to an arbitration conducted under the Rules. In particular, ADRIBC or SBOT is not liable for any loss or damage incurred by a party or any other person arising from negligence or other conduct of an employee or agent.