

IN THE MATTER OF *THE ARBITRATION ACT*, RSBC 1996, C. 55, as amended

and the *FAMILY LAW ACT*, SBC 2011, C. 25.

Between

And

Family Arbitration Agreement

1. The parties agree to submit to Paul E. Love, Arbitrator (“the Arbitrator”) for final and binding determination the following issues in dispute:

- | | |
|---|--|
| <input type="checkbox"/> custody/guardianship of children | <input type="checkbox"/> access, contact, parenting time to child(ren) |
| <input type="checkbox"/> child support – table amount | <input type="checkbox"/> section 7 expenses |
| <input type="checkbox"/> spousal support | <input type="checkbox"/> division of family property |
| <input type="checkbox"/> sale of matrimonial home | <input type="checkbox"/> exclusive possession of matrimonial home |
| <input type="checkbox"/> sale of family property | <input type="checkbox"/> interim fees and disbursements |
| <input type="checkbox"/> preservation of assets | <input type="checkbox"/> other issues - list or attach a schedule |

2. Upon the signing of this agreement this matter is a family arbitration agreement.
3. The parties confirm that the Arbitrator is acting exclusively in a neutral capacity, not acting as counsel for either party.
4. The parties have been advised to obtain independent legal advice and have obtained independent legal advice.

Waiver of Rights to Litigate in Court

5. The parties waive any right to further litigate the issues listed in paragraph 1, pursuant to the *Family Law Act*, the *Divorce Act*, or any other statute or law, subject only to the right of appeal, stay or judicial review rights under the *Arbitration Act* and the *Family Law Act* and the right to enforce through the courts and otherwise.

6. The parties agree that they will not serve the other party or any person with any court proceedings, including a Notice of Claim, Notice of Application, Subpoena or any other process, entering, attending or leaving the arbitration process.

Confidentiality

7. The parties agreement, the record and documents created during the screening process are private and confidential and shall not be disclosed except as necessary to implement, appeal or enforce the arbitrator's award or to comply with the reporting obligations described under clause 8 and 9.

Screening

8. The parties consent to participate in screening process, either before the arbitrator or a person he designates ("the Screener") to perform the screening process and will not raise this as a procedural issue in any future court proceedings, including an appeal or an application for a stay of proceedings or a judicial review. Notes taken by the Screener are confidential and shall not be disclosed except in accordance with law. Any notes taken shall not be evidence in the arbitration. The Screener will prepare a report which the arbitrator shall consider in determining the suitability of the dispute for arbitration and any procedural conditions attached to the arbitration.
9. The parties acknowledge and agree that the Arbitrator and the Screener each have a legal obligation to disclose the following:
 - (a) Report to the director of Child, Family and Community Services Act (FCS) any instance of a child that is need of protection in accordance with section 14 of the Act;
 - (b) Confidential information received in the arbitration or mediation process in any situation where the arbitrator or the Screener believes on reasonable grounds that there is an imminent risk of death or serious bodily harm.

Rules and Process

10. The parties agree that the arbitration shall be conducted according to:

- BCICAC Domestic Arbitration Rules
- BCICAC Shorter Rules
- ADRI Rules
- Supreme Court Family Rules

discuss the Rules to be used at the Pre-hearing conference, with the proviso that if the parties cannot agree on the rules to be used the BCIAC Domestic Arbitration Rules are the default rules that shall apply, pursuant to s. 22(1) of the Arbitration Act

11. The arbitrator shall call a pre-hearing conference and following the conference call issue procedural directions for hearing to bring this matter to a final award.
12. The arbitrator has the power to retain and instruct expert(s) where the arbitrator deems it necessary and in the first instance both parties are liability for the costs of an expert report, assessment and attendance of the expert at the hearing if required. As an element of costs the arbitrator may further apportion the fees and disbursements or any expert between the parties.
13. The arbitrator shall issue a written award with reasons. The arbitration shall, at the request of a party produce a form of the award suitable for filing with the Court as a consent order.
14. The arbitrator shall decide this matter according to the laws of British Columbia and Canada.
15. The arbitrator is empowered to make a costs award consistent with the principles in commercial arbitration.

Disclosure

16. The parties acknowledge that
 - a. pursuant to section 5(1) of the *Family Law Act*, each party “*must provide to the other party full and true information for the purposes of resolving a family law dispute*”, including a dispute resolved through arbitration.
 - b. Section 2.1(3) of the *Arbitration Act* states that an arbitration agreement and an award made in a family law dispute may be set aside, if the court is satisfied that one or more of the following circumstances existed when the parties entered into the agreement:
 - i. A party took improper advantage of the other party’s vulnerability, including the other party’s ignorance, need or distress;
 - ii. A party did not understand the nature and consequences of this agreement;
 - iii. Other circumstances that would, under the common law, cause all or part of a contract to be voidable.

Arbitrator’s Fees, Disbursements and Cancellations

17. The arbitrator’s fees shall be calculated at the rate of \$300 per hour, plus GST for all pre-hearing and post hearing work, with a minimum hearing fee of \$2,400 per day of scheduled hearing.

18. The arbitrator will charge disbursements, at cost for telephone conference calls, meeting room rentals and travel expenses.
19. Cancellations with less than 14 days' notice will result in a cancellation fee of \$2,400 per hearing day, plus the cost of any disbursements thrown away as a result of the cancellation.
20. The arbitrator will require a retainer from which each party and may require the retainer to be replenished from time to time. The initial retainer amount payable by each party will be fixed at the time of the pre-hearing conference.
21. In the first instance both parties shall be jointly and severally liable for the full fees of the arbitrator, however, the arbitrator may award a party's share of fees as an element of costs.
22. This agreement may be executed in counterpart.

Dated at _____, British Columbia

_____ Dated: _____

_____ Date: _____

_____ Dated: _____

_____ Date: _____

Party:

Address:

Address for delivery (if different than the street address):

Telephone Number:

Email:

Their counsel's particulars:

Address:

Address for delivery (if different than the street address):

Telephone Number:

Email:

Party:

Address:

Address for delivery (if different than the street address):

Telephone Number:

Email:

Their counsel's particulars:

Address:

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Email: