



# Vancouver Maritime Arbitrators Association

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## ARBITRATION RULES

Amended February 1, 2013

### Rules a Part of the Arbitration Agreement

1. (a) the parties shall be deemed to have made these rules a part of their arbitration agreement whenever they have provided for arbitration under the rules of the Vancouver Maritime Arbitrators Association (“VMAA”). These rules and any amendment thereof shall apply in the form existing at the time the arbitration commences.  
  
(b) The **Commercial Arbitration Code**, excluding Article 1(1), (the “Code”) attached as the Schedule to the *Commercial Arbitration Act*, R.S., 1985, c. 17 of Canada shall form part of these rules. In the event of a conflict between these rules and the Code, these rules shall prevail.
2. These rules may only be varied by the agreement of the parties to the arbitration.

### Tribunal

3. Any tribunal constituted by the parties for the settlement of their dispute under these rules shall be called the “Tribunal”.
4. Unless the parties have agreed to a sole arbitrator each party shall appoint an arbitrator, and the arbitrators so appointed shall appoint a third arbitrator who shall act as chairperson.
5. VMAA shall establish and maintain lists of persons with qualifications as arbitrators and parties may appoint arbitrators there from in the manner prescribed in these rules.
6. Arbitrators shall be commercial persons and not practising lawyers, except where two arbitrators by these rules are to appoint a third, that third arbitrator may be a practising lawyer. Further, a sole arbitrator may be a commercial person or a practising lawyer as agreed to by the parties, or appointed by the VMAA under these rules.
7. The office of the Tribunal shall be deemed to be at the office of the VMAA c/o the Chamber of Shipping of British Columbia, Suite 100, 1111 West Hastings Street, Vancouver, B C Canada, V6E 2J3; telephone (604) 681-2351, fax (604) 681-4364.

### Commencement of an Arbitration

8. Any party to a contract containing a clause providing for arbitration under VMAA rules, or any party to a contract containing an arbitration clause when the parties have agreed, by stipulation or otherwise, to arbitrate under the rules of the VMAA, may commence an arbitration by such party (the “claimant”)
  - (a) delivering written notice to the other party (the “respondent”) of intention to resort to arbitration, containing a statement of the matter in dispute, the remedy or relief sought, and the name of its appointed arbitrator, or, in an arbitration where the parties have agreed to the dispute being determined by a sole arbitrator, the name of the sole arbitrator; and
  - (b) delivering a copy of the written notice described in rule 8 (a) to the president or the secretary of the VMAA along with a \$250.00 administration fee payable to the VMAA.

## **Mediation**

9. After an arbitration has been commenced, either party may refer the dispute to mediation in accordance with the VMAA mediation rules then in effect.

## **Receipt of Written Communications**

10. (a) Any written communication is deemed to have been received if it is delivered to the addressee personally or if it is delivered at his place of business, habitual residence or mailing address; if none of these can be found after making a reasonable inquiry, a written communication is deemed to have been received if it is sent to the addressee's last known place of business, habitual residence or mailing address by registered letter or any other means which provides a record of the attempt to deliver it.  
  
(b) The communication is deemed to have been received on the day it is so delivered.

## **Locality**

11. The locality where the arbitration is to be held shall be Vancouver if not specified otherwise in the agreement to arbitrate or unless the parties determine that it is more practical that the arbitration be held elsewhere.

## **Appointment of Arbitrators**

12. When a person is approached in connection with his possible appointment as an arbitrator, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. The conduct of all arbitrators shall be governed by the Code of Ethics for VMAA arbitrators (Appendix D).
13. No person shall serve or continue to serve as an arbitrator if he has any financial or personal interest in the result of the arbitration, he has acquired detailed prior knowledge of the dispute, circumstances exist that give rise to justifiable doubts as to his independence or impartiality, or, in cases where the parties have agreed to qualifications, he does not possess those qualifications.
14. Upon the request of any party or any two appointed arbitrators, the VMAA shall submit a list of persons with qualifications as arbitrators from which the party may make an appointment.
15. Within 15 days of the commencement of the arbitration, the respondent shall appoint its arbitrator and the third arbitrator shall be appointed within 15 days of the appointment of the respondent's arbitrator. The third arbitrator shall be the chairperson of the Tribunal.
16. If the parties have agreed to the dispute being determined by a sole arbitrator but have failed to agree on who the sole arbitrator shall be, the VMAA will appoint the sole arbitrator. In an arbitration with three arbitrators, if the respondent fails to make its appointment of the second arbitrator within the prescribed period the claimant may request the VMAA to appoint the second arbitrator, and if the two arbitrators fail to appoint the third arbitrator within the prescribed period, the VMAA will appoint the third arbitrator. Alternatively, if the respondent fails to make its appointment of the second arbitrator, the claimant may without the requirement of notice to the respondent appoint its arbitrator as sole arbitrator and shall advise the respondent accordingly.
  - (a) The appointment of an arbitrator by the VMAA under these rules shall be made by the President of the VMAA after consulting with at least two other members of the VMAA's Board of Directors.
17. Notice of the appointment of an arbitrator, whether appointed by the parties or by the VMAA, shall be sent by the nominating party to the other party or parties.
18. The sole arbitrator or the chairperson of the Tribunal appointed to undertake an arbitration under the rules of the VMAA must obtain a registration number from the president or the secretary of the VMAA, and confirm that payment of the \$250.00 administration fee referred to in rule 8(a) has been made, failing which the arbitration may not proceed.
19. If any arbitrator should die, withdraw, refuse or be unable to or be disqualified from performing the duties of his office, the vacancy shall be filled within 21 days, as follows:
  - (a) If the vacancy is created by an arbitrator appointed by either party, the one who nominated him will name a replacement, but that replacement shall not have the right to change the chairperson previously appointed by the original two arbitrators.
  - (b) If the vacancy is created by the Chairperson, the two arbitrators shall appoint a new Chairperson.
  - (c) In any other circumstance the filling of the vacancies shall be done by appointment by the VMAA.

### **Preliminary Meetings**

20. The Tribunal may hold a preliminary meeting with the parties or their representatives to discuss the procedure to be followed in the arbitration and to determine any other matter required or permitted under these rules to assist the efficient progress of the arbitration.

### **Presentation of Proofs**

21. If no other method is agreed by the parties, proofs shall be presented in the following manner:
- (a) The claimant shall deliver to the Tribunal and the respondent within 28 days after the Tribunal is established its points of claim, including details of the relief or remedy sought. The claimant shall also deliver to the respondent within 28 days after the Tribunal is established copies of any documents to be relied upon.
  - (b) The respondent's points of defense (including those relating to any counterclaim) shall be delivered to the Tribunal and the claimant within 28 days of the receipt of the claimant's points of claim and documents. The respondent shall also deliver to the claimant within 28 days of the receipt of the claimant's points of claim and documents copies of any documents to be relied upon.
  - (c) If there is no counterclaim the claimant's points of reply, if any, shall be delivered to the Tribunal and the respondent within 28 days after receipt of respondent's points of defense and documents.
  - (d) If there is a counterclaim, the claimant shall deliver to the Tribunal and the respondent points of defense to counterclaim within 28 days and the respondent's points of reply shall be so delivered within a further 28 days.
  - (e) The Tribunal may require the parties to produce within such period of time as the Tribunal orders, documents or other evidence.

### **Procedure for Oral Hearings**

22. The Tribunal shall fix the time and place for each hearing and shall give prior reasonable notice of the first hearing to each party. Subject to such adjournments as the Tribunal decides to be reasonable, the hearings shall be continued daily until concluded.

### **Procedure Without Oral Hearings**

23. The parties, by written agreement, may submit their dispute to arbitration without oral hearing on documents only. If it is agreed that the arbitration will proceed without oral hearing, the claimant's written submissions and affidavits shall be delivered to the Tribunal and the respondent within 28 days. The respondent's written submissions and affidavits, including those relating to any counterclaim, shall be delivered to the Tribunal and the claimant within 28 days after receipt of the claimant's written submissions. The claimant may deliver its final written submissions, if any, within 14 days of receipt of the respondent's written submissions. If there is a counterclaim, the respondent's final written submissions, if any, on the counterclaim, shall be delivered within 14 days after receipt of the claimant's final written submissions. The Tribunal shall then give notice to the parties of its intention to proceed to its award and will so proceed unless either party within 7 days requests and is thereafter granted leave to provide further submissions or documents.
24. Where a dispute does not exceed U.S. \$40,000, the matter shall be put before a sole arbitrator. If the parties do not agree on the appointment of a sole arbitrator within 30 days of receipt of a request to do so from one of the parties, the VMAA shall appoint the sole arbitrator. Unless the sole arbitrator orders otherwise, the arbitration shall be on documents only in accordance with rule 23, except that no written agreement between the parties shall be required.

### **Adding Additional Parties**

25. (a) With the consent of the parties, the Tribunal shall have the power to direct that there be joined into the reference any other party or parties who, by written consent, have indicated readiness to be so joined and the arbitration shall then proceed as though the Tribunal had been appointed to deal with all associated disputes between the respective parties on a consolidated basis. The present rules shall apply *mutatis mutandis* to the party being so joined.
- (b) Where two or more disputes arising out of the same transaction or series of transactions have been referred to the same Tribunal, the Tribunal shall have the power to direct that the disputes be heard concurrently. The present rules shall apply *mutatis mutandis* to the hearing.

(c) Unless stipulated to the contrary in advance, the parties agree, by consenting to the rules, that a request to a court for an order consolidating arbitrations or joining any other person or persons to the reference shall constitute a request for an interim measure of protection. The court shall give all necessary directions as to procedure, as may be required.

#### **Representation by Counsel**

26. Any party may be represented by counsel whose appointment, identity and address shall be promptly disclosed to all other parties and to the Tribunal.

#### **Stenographic Record**

27. The party or parties shall make the necessary arrangements for the taking of a stenographic record of the testimony whenever such record is desired by one or more parties. The requesting party or parties shall initially pay the cost of such record subject to possible subsequent decision by the Tribunal.

#### **Interpreters**

28. The party or parties shall make the necessary arrangements for the services of an interpreter, if needed. The requesting party or parties shall initially pay the cost of such service, subject to possible subsequent decision by the Tribunal.

#### **Attendance at Hearings**

29. Persons having a direct interest in the arbitration are entitled to attend hearings. The Tribunal shall have the power to require the absence of any witness or witnesses during the testimony of other witnesses.

#### **Adjournments**

30. The Tribunal upon a showing of good cause, may take adjournments at the request of a party. A request by all parties for an adjournment shall be granted unless, in the opinion of the Tribunal, such request will unduly inconvenience the Tribunal or unduly protract the arbitration.

#### **Oaths**

31. Before proceeding with the first hearing, or with the examination of the documents, each arbitrator shall take an oath of office and, at appropriate times thereafter, witnesses and interpreters shall also be sworn (Appendix A).

#### **Majority Decision**

32. Whenever there is more than one arbitrator, the decisions and award of the arbitrators shall be by majority vote.

#### **Order of Proceedings**

33. A hearing shall be opened by the recording of a Minute by the Tribunal. The Minute shall set forth the place, time and date of the hearing, the presence of the Tribunal, parties and counsel, if any, and the receipt by the Tribunal of a written or oral submission.

34. The claimant, or his counsel, shall then present the claimant's claim and proofs and his witnesses who shall submit to examination and cross-examination. The respondent, or his counsel, shall then present the respondent's defense and proofs and his witnesses who shall submit to examination and cross-examination. The claimant shall have an opportunity to present its summation and argument following which the respondent shall have a similar opportunity. The claimant shall then be permitted to make a short reply. The Tribunal may vary the procedure in its discretion but shall afford full and equal opportunity to all parties for the presentation of any material relevant proofs, summation and argument.

35. Exhibits, when offered by either party, may be received in evidence by the Tribunal and when so received shall be numbered by the Tribunal and made part of the record. The Tribunal shall make as part of the record a list of the names and addresses of all witnesses.

#### **Arbitration in the Absence of a Party or Non-compliance of a Party**

36. (a) If in the opinion of the Tribunal a party to a dispute is unwilling to participate in the arbitration, the Tribunal may, on giving written notice to that party, proceed in their absence and make an award on the evidence before it.

(b) If in the opinion of the Tribunal a party has refused or failed, without proper justification, to comply with these rules, or with an order or direction of the Tribunal, the Tribunal may:

i) where the party is advancing a claim, make any order it deems appropriate to obtain compliance, or dismiss the claim;

ii) where the party is defending a claim, make any order it deems appropriate to obtain compliance, or proceed to grant an award in favour of the party advancing a claim, with damages to be assessed based on the evidence before it.

### **Evidence**

37. The parties may offer such evidence as they desire and shall produce such additional evidence as the Tribunal may deem necessary for an understanding and determination of the dispute. The Tribunal may summon witnesses or documents on its own initiative or at the request of any party by subpoena, if necessary (Appendix B). Subpoenas need only be signed by the majority of the Tribunal to be effective.
38. The Tribunal shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. Subject to rule 41, all evidence shall be taken in the presence of the Tribunal and of all the parties except where any of the parties is without reasonable cause absent, in default, or has waived his right to be present or where submission of evidence by mail or in other form has been agreed by both parties.
39. The Tribunal may receive the evidence of witnesses by affidavit and shall give such evidence appropriate weight in the light of any objection made by any party in the circumstances in which the affidavit is produced. Such affidavit shall be communicated to the other party at least 30 days before the oral hearing, or at the time of the filing of written submissions in the context of documents only arbitration.
40. Where a party intends to rely on the evidence of an expert they shall provide the other party with a written statement of the proposed evidence of the expert along with the qualifications of the proposed expert 30 days in advance of the oral hearing. The other party, if they intend to call rebuttal expert evidence, shall provide written notice of the nature of that evidence and qualifications of the proposed expert to the other side 10 days before the oral hearing.
41. A party may apply to the Tribunal for directions on any procedural matter such as, but not limited to, document disclosure, prehearing examinations of witnesses, depositions, video conferencing, to assist the efficient progress of the arbitration.

### **Filing and Inspection of Documents**

42. All documents filed with the Tribunal at the hearing, or which are presented at the hearing or subsequently by agreement of the parties are to be filed later, shall be open to inspection by all parties after such filing.

### **Inspection or Investigation**

43. Whenever the Tribunal deems it necessary to make an inspection or investigation in connection with the arbitration, the parties shall be advised and the Tribunal shall set the time and notify the parties. Any party who so desires may be present at such inspection or investigation. In the event that the parties, or any of them, are not present at the inspection or investigation, the Tribunal shall make an oral or written report to the parties and afford an opportunity for the receipt of comment or testimony in relation thereto.

### **Conservation of Property**

44. The Tribunal may issue such orders as may be deemed necessary to safeguard the subject matter of the arbitration, without prejudice to the rights of the parties or to the final determination of the dispute.

### **Closing of Hearings**

45. The Tribunal shall specifically inquire of all parties whether they have further proofs to offer or witnesses to be heard or summation or arguments to make. Upon receiving negative replies, the Tribunal shall declare the hearings closed and a Minute thereof shall be recorded. If written arguments are to be filed the hearings shall be declared closed as of the final date set by the Tribunal for the receipt of written arguments. If documents are to be filed and the date set for their receipt is later than that set for the receipt of written arguments, then such later date shall be the date of closing the hearing. The time within which the Tribunal is required to make its award, shall commence to run, in the absence of any other agreement by the parties, on the closing of the hearing.

### **The Award**

46. The Tribunal shall render an award as expeditiously as possible but in no case later than 42 days from the closing of the hearing.

### **Form of Award**

47. The award shall be in writing and shall be signed either by the sole arbitrator, by a majority of the Tribunal if there be more than one, so long as the reason for any omitted signature is stated, or by all if unanimous. A partial or total dissent may be signed by the dissenter and included with the majority award (Appendix C).
48. An award may be published unless either party notifies the Tribunal, in writing, on or before the first hearing date, that it objects to publication. If there is no such objection, any publication will be so drafted as to preserve anonymity as regards the identity of the parties, their legal or other representatives, the Tribunal and the concerned vessel or vessels.

### **Scope of Award**

49. The Tribunal, in its award, may grant any remedy or relief, which it deems just and equitable and may, in its discretion, award the arbitration fees, legal costs and expenses in favour of, or against any party.

### **Award on Settlement**

50. If the parties settle their dispute during the course of the arbitration, the Tribunal, if requested by either party, shall set forth the terms of the agreed settlement in an award.

### **Contents of Award**

51. The award shall state its date, the place of arbitration and the reasons upon which it is based, unless the parties have agreed that no reasons are to be given or the award is an agreed settlement.

### **Delivery of Award to Parties**

52. Parties shall accept as legal delivery of the award the receipt of the award or a true copy thereof in accordance with rule 10. The Tribunal may demand their fees and expenses be paid before releasing the award.

### **Accidental Mistakes in Award**

53. At the request of any of the parties, or of the Tribunal's own volition, within 30 days of the receipt of the award, any errors in computation, any clerical or typographical errors or any errors of a similar nature in the award may be corrected by the Tribunal.

### **Liability of Arbitrators**

54. An arbitrator shall not be liable for anything done or omitted in the discharge or purported discharge of their arbitral functions unless the act or omission is shown to have been in bad faith.

### **Release of Certified Documents**

55. The Tribunal shall, on the written request of a party, furnish to such party at the party's expense certified facsimiles of any papers in the Tribunal's possession.

### **Waiver of Rules**

56. Any party who proceeds with the arbitration after knowledge that any provision or requirement of these rules has not been complied with, and who fails to state his objection thereto in writing without undue delay, shall be deemed to have waived his right to object.

### **Time Periods**

57. The parties may modify any period of time by mutual agreement and consent of the Tribunal. The Tribunal may extend or shorten any period of time established by the rules on a showing of good cause and shall notify the parties of any such extension or shortening of time and reason therefore.

### **Fees, Expenses and Legal Costs**

58. Unless or until the parties otherwise agree, or the Tribunal otherwise awards:

- (a) The expenses of witnesses for either side shall be paid by the party producing such witnesses;
- (b) The cost of a stenographer taking a stenographic record shall be paid by the party requesting the stenographer. If the other party or parties orders a transcript or any part thereof, the cost of the stenographic record shall be pro-rated equally among all parties ordering copies. If ordered by the Tribunal its share of the cost shall be pro-rated equally among the parties.
- (c) All expenses of the arbitration, including required traveling and other expenses of the Tribunal or the cost of any proofs or expenses of any witnesses produced at the direct request of the Tribunal, shall be borne equally by the parties.

(d) The fees and expenses of an arbitrator (and his travel and accommodation when he is from outside Vancouver) shall be borne by the party who appointed him, and of the chairperson borne equally by the parties.

- 58A. In addition to an award of costs of the whole proceeding the Tribunal may award costs it deems appropriate in response to an application made during the course of the Arbitration, and without limiting the generality of the foregoing, may award costs payable on a forthwith basis, which costs may include fees, expenses, legal costs, and fees and expenses of the Tribunal.
59. In exercising its discretion to award legal costs, the Tribunal may consider the following factors:
- (a) The result of the arbitration;
  - (b) The amounts claimed and the amounts recovered;
  - (c) The importance and complexity of the issues;
  - (d) The apportionment of responsibility;
  - (e) Any written offer to settle;
  - (f) The amount of work;
  - (g) Any conduct of a party that tended to shorten or unnecessarily lengthen the duration of the arbitration;
  - (h) The failure by a party to admit anything that should have been admitted;
  - (i) The conduct of the proceeding;
  - (j) Whether a party who was successful exaggerated a claim;
  - (k) The willingness or refusal of a party to mediate the dispute, or the failure of a party to participate in good faith in the mediation of the dispute; and
  - (l) Any other matter that it considers relevant.
60. The parties shall endeavour to agree on the amount of any legal costs awarded. If the parties are unable to agree on the amount the Tribunal may assess legal costs on a full or partial indemnity basis in the Tribunal's discretion. In determining the appropriate award of legal costs the Tribunal shall consider the factors set out in rule 59, and may refer for guidance to Tariff B of the Federal Court Rules (with consequential changes to reflect the arbitration process) if awarding legal costs on a partial indemnity basis.

#### **Amount of Arbitrators' Fees**

61. The Tribunal shall determine the amount of their fees. Unless otherwise agreed between the Tribunal and the parties, the Tribunal in fixing their fees shall have regard to the following:
- (a) the issues presented,
  - (b) the magnitude of the claim or subject matter,
  - (c) the complexity of the facts and issues, and
  - (d) the importance or urgency of the matter being arbitrated.
62. If the dispute is settled during the course of the arbitration, the Tribunal is nevertheless entitled to fees commensurate with their involvement in the arbitration.

#### **Deposits and Security for Costs**

63. The Tribunal may require the parties to deposit in advance such sums of money to secure their expenses and fees, and shall render an accounting to the parties and return any unexpended balance.

- 63A. The Tribunal may require a party advancing a claim to provide to the other party security for fees, expenses, legal costs, and fees and expenses of the Tribunal, in a sum to be agreed by the parties or determined by the Tribunal. Unless ordered otherwise by the Tribunal, security may be provided in the following forms:
- i) A guarantee from a Canadian Chartered Bank;
  - ii) A bond or undertaking from a surety company licensed to do business in Canada;
  - iii) A bond or undertaking from a protection and indemnity club that is a member of the International Group of P&I Clubs; or,
  - iv) Cash or acceptable cash equivalent.

#### **Interpretation and Application of Rules**

64. The Tribunal shall interpret and apply these rules insofar as they relate to their powers and duties. When there is more than one arbitrator, and a difference arises among them concerning the meaning or application of any such rules, the difference shall be settled by majority vote.

#### **Interpretation**

65. Words signifying a male person include a female person, words in the singular include the plural and words in the plural include the singular. Words signifying a corporation include a person and words signifying a person include a corporation.

#### **Rules of Law Applicable to Substance of Dispute**

- 66.
- (a) The Tribunal shall decide the dispute in accordance with the rules of law designated by the parties as applicable to the substance of the dispute.
  - (b) Any designation by the parties of the law or legal system of a given state shall be construed, unless otherwise expressed, as directly referring to the substantive law of that state and not to its conflict of law rules.
  - (c) Failing any designation of the law by the parties, the Tribunal shall apply the law of Canada to the dispute.
  - (d) The Tribunal shall decide in accordance with the terms of the contract and shall take into account the usages of the trade applicable to the transaction.

## Appendix A—Oaths

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These oaths may be administered by chairperson or by any one person to another, the affiant raising his right hand when being sworn.

1. Oath to be taken by Tribunal:  
“Do you solemnly swear that you will faithfully and fairly hear and examine the matter in controversy and make a just award, according to the best of your understanding?”
2. Oath to be taken by witness:  
“Do you solemnly swear that the testimony you are about to give shall be the whole truth?”
3. Oath to be taken by interpreter:  
“Do you solemnly swear that you will faithfully and fairly translate in a verbatim and objective manner from the language or vice versa the oral or written communications you will be called upon to interpret?”

**Appendix B—Subpoena**

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In the matter of the Arbitration )  
 )  
 between )  
 ) Subpoena  
 )  
 and )

To: .....  
(Name)  
.....  
(Address)  
.....  
(City)

You are hereby commanded to appear in an arbitration proceeding to be held at \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
hours of the said day (and bring with you) then and there to testify in the above entitled matter.

\_\_\_\_\_  
Arbitrator  
\_\_\_\_\_  
Arbitrator  
\_\_\_\_\_  
Chairperson

Tribunal's address: Chamber of Shipping of British Columbia, Suite 100, 1111 West Hastings Street, Vancouver, B.C.,  
CANADA, V6E 2J3; telephone (604) 681-2351, fax (604) 681-4364

**Appendix C—Awards**

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In the matter of the Arbitration )  
 )  
 between )  
 ) Award  
 and )  
 )

We .....  
 .....  
 ..... having been duly appointed arbitrators in the dispute  
 existing between .....  
 and .....  
 and having heard all the allegations and proofs of said disputants, and due deliberation having  
 been had, do hereby determine and award:

SIGNED, at Vancouver, British Columbia, Canada this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Arbitrator

\_\_\_\_\_  
Arbitrator

\_\_\_\_\_  
Chairperson

## Appendix D—Code of Ethics

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### Code of Ethics for Vancouver Maritime Arbitrators Association

1. A prospective arbitrator shall accept an appointment only if he is fully satisfied that he is able to discharge his duties without bias, he is competent to determine the issues in dispute, he has an adequate knowledge of the language of the arbitration, and he is able to give to the arbitration the time and attention which the parties are reasonably entitled to expect.
2. Arbitrators shall be thoroughly familiar with and be guided by the rules of the VMAA.
3. The criteria for assessing questions relating to bias are impartiality and independence. Partiality arises when an arbitrator favours one of the parties. Dependence arises from relationships between an arbitrator and one of the parties, or with someone closely connected with one of the parties.
4. Any close personal relationship or current direct or indirect business relationship between an arbitrator and a party, or any representative of a party, or with a person who is known to be a potentially important witness, will normally give rise to justifiable doubts as to a prospective arbitrator's impartiality or independence. Past business relationships will only give rise to justifiable doubts if they are of such magnitude or nature as to be likely to affect a prospective arbitrator's judgement. He should decline to accept an appointment in such circumstances unless the parties agree in writing that he may proceed.
5. A prospective arbitrator shall disclose all facts or circumstances that may give rise to justifiable doubts as to his impartiality or independence, such duty to continue throughout the arbitral proceedings.
6. A prospective arbitrator shall disclose:
  - (a) any past or present close personal relationship or business relationship, whether direct or indirect, with any party to the dispute, or any representative of a party, or any person known to be a potentially important witness in the arbitration;
  - (b) the extent of any prior knowledge he may have of the dispute;
  - (c) the extent of any commitments, which may affect his availability to perform his duties as arbitrator as may be reasonably anticipated.
7. Disclosure should be made in writing and communicated to all parties and arbitrators.
8. When approached with a view to appointment, a prospective arbitrator may respond to enquiries from those approaching him, provided that such enquiries are designed to determine his suitability and/or availability for the appointment and provided that the merits of the case are not discussed.
9. Before accepting appointment an arbitrator may only enquire as to the general nature of the dispute, the names of the parties and the expected time period required for the arbitration.
10. No arbitrator shall confer with the party or counsel appointing him regarding the selection of a third arbitrator.
11. Throughout the arbitral proceedings, an arbitrator shall avoid any unilateral communications regarding the case with any party, or its representatives.
12. Unless the parties agree otherwise or a party defaults, an arbitrator shall make no unilateral arrangements for fees or expenses.
13. An arbitrator shall acquaint himself with all facts, documents and arguments presented for a decision in the arbitration proceedings so that he may properly understand the dispute.
14. All arbitrators shall devote such time and attention as the parties may reasonably require having regard to all the circumstances of the case, and shall do their best to conduct the arbitration in such a manner that costs do not rise to an unreasonable proportion of the interests at stake.
15. Where the parties have so requested, or consented to a suggestion to that effect by the arbitral Tribunal, the Tribunal as a whole, or the chairperson where appropriate, may make proposals for settlement to both parties simultaneously.

16. The Code is not intended to provide grounds for the setting aside of any award.
17. Words herein signifying a male person include a female person. I acknowledge receipt and knowledge of the above Code of Ethics and agree to abide by its provisions.

\_\_\_\_\_  
(Signed) Arbitrator

\_\_\_\_\_  
(Date)

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