

ADR Chambers Mediation Rules

1. Agreement of Parties

1.1 These Rules, and all amendments to them, shall be deemed to have been made a part of any agreement which provides for mediation with ADR Chambers.

1.2 Subject to approval by ADR Chambers, these Rules may be varied at any time by agreement.

2. Initiating Mediation

2.1 Any party may initiate mediation by contacting ADR Chambers and booking an appointment.

2.2 The party booking the appointment should contact the other party or parties and provide the other party with the particulars of the appointment.

2.3 Each party to the mediation is responsible for notifying ADR Chambers about a cancellation or change of the appointment date.

3. Mediation Briefs

3.1 All parties should prepare a mediation brief setting out:

1. An outline of the facts
2. The issues in dispute
3. Relevant expert reports, if any
4. Legal arguments and important case law
5. The party's suggestion as to how the dispute should be resolved
6. A summary of settlement discussions held prior to the mediation
7. Essential documents

3.2 Mediation briefs should be exchanged between the parties and a copy should be delivered to ADR Chambers at least ten days before the mediation date.

4. Selection of Mediator

4.1 The parties may agree on a mediator from the panel of mediators at ADR Chambers.

4.2 If requested, ADR Chambers will suggest mediators based on the type of issue in dispute.

4.3 If requested by all parties, ADR Chambers will appoint the mediator for the parties.

5. Attendance at Mediation

Parties with authority to settle the dispute should attend the mediation with their lawyers. If they cannot attend, parties with authority should be available by phone. Others who may assist the process may also attend on consent of all parties and the mediator.

6. Agreement to Mediate

Prior to the commencement of the mediation, everyone attending the mediation should execute the Agreement to Mediate, a sample copy of which is in Appendix A. The agreement may be modified on consent of all parties and the mediator.

7. Confidentiality

Communications made at mediations are confidential and should not be disclosed to people who are not parties to or attending the mediation. However, the mediator may disclose confidential information where ordered to do so by a judicial authority or where required to do so by law; or where the information suggests that there will be actual or potential threat to human life or safety, or the commission of a crime in the future.

8. Without Prejudice

Communications made at mediations are made without prejudice.

9. Compellability of Mediator

Neither the mediator nor any of ADR Chambers' employees will be compelled to appear as a witness or expert in any proceeding involving any one or more of the parties or relating in any way to the subject matter of the mediation.

10. Immunity of Mediator and ADR Chambers Employees

ADR Chambers and its employees, agents, and subcontractors including the mediator, shall not be liable to any party or representative for any act or omission in connection with any mediation. The mediator shall have the same immunity as that granted to a Superior Court Judge of the location where the mediation is conducted and where the mediator is domiciled.

11. Process

Each party should be prepared to make a brief opening statement explaining that party's perspective on the dispute. The mediator may caucus privately with any party during the mediation. Any party may request a private caucus with the mediator.

12. Termination of Mediation

The mediation will end:
by agreement between the parties; or
if a settlement is reached by the parties; or



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if one party is of the view that the mediation ought to be terminated; or
if the mediator is of the view that the mediation ought to be terminated.

13. Fees

13.1 The parties agree to pay the applicable fees and disbursements of ADR Chambers as set out in the confirmation letter.

13.2 The parties and their lawyers are jointly and severally responsible for the payment of the account rendered by ADR Chambers. The parties may agree between them as to how the account of ADR Chambers will be paid, but remain jointly and severally liable to ADR Chambers for the entire account if the account is not paid in full.