

Arbitration Rules and Procedure

1. For the purposes of the Arbitrations contemplated in the governance documents of the United Conservative Association and the United Conservative Party (hereinafter collectively referred to as “the Association”), the following definitions shall apply:
 - a. “Claimant” means the person or persons who commence a claim as contemplated in the General Dispute Resolution Process (“GDRP”);
 - b. “Committee” refers to the Arbitration Committee, as defined in the GDRP;
 - c. “DRP” means a Dispute Resolution Panel that is appointed pursuant to Article 6 of the GDRP;
 - d. “party” or “parties” refers to one or more of the Claimant, Respondent(s), Third-Parties and any representatives appointed to assist a Claimant or Respondent, as context requires;
 - e. “Respondent” means the person or persons who are named as respondents in a claim; and
 - f. “Third-Party” refers to any person or entity contemplated in Article 1.2 of the GDRP.

Launching Disputes and Responding

2. A Dispute, as defined in the GDRP, is commenced by following the procedures as required in Article 5 of the GDRP, namely by filing a Notice of Dispute as described therein.
3. The Respondent(s) named in the Notice of Dispute shall communicate to the Claimant(s) a Response to the Notice of Dispute, which shall include:
 - a. the name and contact details of the Respondent(s) and any representatives appointed to assist any Respondent;
 - b. a response to the information set forth in the Notice of Dispute with necessary particulars to make a full and proper response;
 - c. jurisdictional issue(s) being raised, if any;
 - d. a description of any Counterclaim(s), Third-Party Claim(s), Claim(s) for Set-Off and any remedies sought; and
 - e. an issue(s) as to the constitution of the DRP appointed, if any.
4. The Claimant(s) shall reply to any Counterclaim(s) or Claims for Set-Off by way of a Reply with sufficient particulars to address the claims made against it/them.
5. A Third-Party shall respond to a Third-Party Claim by way of a Response to Third-Party Claim with the information required in paragraph 3 above.
6. The time for delivery of the above-referenced documents shall be determined as contemplated in the General Provisions below.
7. The DRP may at any time request from a representative proof of authority to represent a party.

DRP Issues

8. A member of the Committee who is appointed to the DRP pursuant to paragraph 6 of the GDRP must forthwith disclose to the Chair of the Committee any circumstances that would likely give rise to justifiable doubts as to her/his ability to deal with the matters in issue impartially or independently.
9. Further to sub-paragraph 3. e. above, any party wishing to challenge the appointment to the DRP of any of its members must do so in writing stating the particulars of the challenge and submit same to all parties and the Chair of the Committee within 15 days of learning of the identity of the DRP members or, if circumstances later come to the complaining party, within 15 days of learning of such circumstances.
10. Upon receiving a challenge to the composition of the DRP, the Chair of the Committee shall make such enquires as the Chair deems necessary and rule on the challenge as soon as is practicable. In the meantime, the challenge shall not delay any procedural deadlines set out herein.
11. If a challenge to the composition of the DRP occurs within the 15 days leading to the commencement of the arbitration hearing or during such hearing, the hearing shall be adjourned or delayed until the challenge is dealt with unless the Chair of the DRP determines, in consultation with the other DRP members, that the challenge is frivolous, vexatious or an abuse of process in the context of the hearing. If the hearing has commenced at the time of such challenge and is adjourned, it will resume when the challenge is ruled upon. If a new member of the Committee is appointed to replace a DRP member, the hearing continues from the point of adjournment.

Jurisdiction of DRP

12. The DRP shall have the power to rule on its own jurisdiction. Any claim that the DRP lacks jurisdiction shall be made in a Response, Reply to a Counterclaim or Claim for Set-Off or a Response to Third-Party Claim.

Liability

13. The parties waive any claims based upon acts or omissions in connection with the Dispute against the DRP members, the Chair of the Committee, the Association and any person appointed by them except in the instance of willful wrongdoing.

General Provisions

14. The DRP may conduct the Dispute as it sees fit ensuring fair and equal treatment to all parties and in the most expeditious and cost-effective manner it deems fair after reasonable consultation with the parties.
15. The DRP shall communicate with the parties or their representatives, as the case may be, as soon as is practicable after the DRP is constituted to hear the parties' views of required disclosure and process. Each party shall be entitled to express its views on

procedure. The DRP shall then determine deadlines for procedure accepting further input as the Dispute proceeds as is necessary and reasonable.

16. Should any party request a hearing for the purposes of adducing evidence, one shall be directed (in person or by electronic means). If no party requests a hearing, it is in the sole discretion of the DRP whether it convenes a hearing (in person or by electronic means) or adjudicates the Dispute based upon documentary evidence, sworn or unsworn, as it sees fit.
17. If a hearing is to be in person, it shall occur in the city or town as centrally located as possible to the parties involved to minimize overall travel, which shall be determined by the DRP upon input from the parties.
18. All communications between parties shall be copied to all parties and all communications to or from the DRP or the Chair of the Committee shall be copied to all parties.

Interim Matters

19. The DRP may, at the request of a party grant interim measures; temporary measures to permit the Dispute to proceed and protect a party or parties' interests until the Dispute is decided.
20. Interim measures may include, without limiting the generality of the foregoing, an order to:
 - a. preserve the status quo;
 - b. prevent any action or omission that would harm the arbitration process;
 - c. ensure confidentiality, including the non-disclosure of any Dispute or information relevant to the Dispute, including (but not limited to) the Notice of Dispute and any decision in the Dispute;
 - d. to preserve assets relevant to the Dispute; and/or
 - e. to preserve evidence relevant to the Dispute.
21. In accordance with Article 8.4 of the GDRP, the DRP may modify any procedure or timelines as is necessary in the context of a Dispute. This includes, without limiting the generality of the foregoing, a requirement that the Dispute (including the public release of the decision and/or written reasons therefor) shall be conducted in confidentiality, giving consideration to:
 - a. the timing of the Dispute or a decision in the Dispute; and/ or
 - b. the best interests of the Association.