No. \_\_\_\_\_\_\_

Vancouver Registry

**In the Supreme Court of British Columbia**

Between:

Plaintiff

and:

Defendants

**DOCUMENT AGREEMENT**

It is agreed between the parties to Supreme Court of British Columbia Action No. \_\_\_\_\_\_\_\_ in the Vancouver Registry that the following provisions shall apply to the use of documents at trial:

1. “Document” shall have an extended meaning and shall include a drawing, photograph, film, recording of sound, any record of a permanent or semi-permanent character, and any information recorded or stored by means of any device.
2. Entry of the documents as exhibits shall, without further evidence, be *prima facie* proof of the following matters:
   1. a copy of the document is a true copy of the original document without proof of the original document;
   2. the document was written or created or is effective from the date it bears on its face;
   3. the document was made or kept in the usual and ordinary course of business and it was in the usual and ordinary course of the business to record in that document a statement of the fact at the time it occurred or within a reasonable time thereafter, within the meaning of s. 42(2)(a) of the *Evidence Act*;
   4. subject to all “just exceptions”, statements of fact recorded therein are admissible as evidence of such facts and the records are to be admitted as *prima facie* proof that any facts personally observed and recorded in the records did occur, or that statements personally observed and recorded were made;
   5. where, on its face or by its content or nature, it was intended to be delivered to another person, that it was sent and received in the normal course of business, whether by post, e-mail, fax, courier, or physical delivery;
   6. where, on its face, it purports to have been written or created by or under the instructions of the person who signed it or apparently authorized its creation, that it was written or created by or under the instructions of that person; and
   7. where, on its face, it purports to have been received on a particular date or time, that it was received at that date or time.
3. For the purposes of this agreement, “just exceptions” shall include objections based on relevance and objections based on the fact that oral evidence of the fact recorded would not be admissible.
4. The admissibility of any hearsay statements found in the documents, and the use to be made in respect of any such statements, shall be addressed on a statement-by-statement basis.
5. The parties reserve the right to challenge the accuracy of any fact or statement recorded in any document.
6. Any party, including the party that tendered the document, may attack the authenticity or truth of the document, or contradict it in any way, or lead other evidence, including another document, contradicting such document.
7. The documents are not admitted for the purpose of proving any opinion stated therein, unless the parties agree otherwise.
8. Any opinion to be relied upon must be proved in the ordinary way pursuant to Rule 11 of the *Supreme Court Civil Rules*, unless the parties agree otherwise.
9. Nothing contained in this agreement shall limit or restrict the right of any party to produce evidence or prove documents in any manner that might otherwise be permitted if this agreement had not been made.
10. Nothing in this agreement shall be construed as an admission of the truth of the contents of any or all documents.
11. Nothing in this agreement shall restrict the right of any party to object to the entry into evidence of any document on the ground of relevancy, privilege or any other ground not in conflict with this agreement.

Dated \_\_/\_\_\_/20\_\_

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| Counsel for the plaintiff,  AB | Counsel for the defendant,  CD |  |