



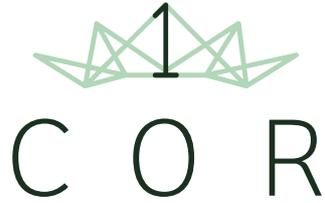
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1 CROWN OFFICE ROW

## **A Family Arbitration Seminar**

**17 April 2018**

**1 Crown Office Row Chambers, 119 Church Street, Brighton BN1 1UD**



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## Speakers

**Tim Bergin** is a family practitioner, practising in both public and private law. Trained as an 'all aspects' family mediator in 1997 and is a qualified Arbitrator to act in disputes involving children.

**Julie Stather** is a qualified family law Arbitrator, a qualified family Mediator and is very experienced in child arrangements disputes and international relocation cases, as well as issues regarding medical treatment and schooling. She has particular expertise in difficult parental alienation cases and is frequently instructed to represent children through their guardian in complex private law matters.

**Eleanor Battie** has a wide ranging practice. In private law matters Eleanor represents all parties and her experience includes all aspects of disputes including those with an intractable or international dimension. Eleanor also has particular experience in representing parties in complex fact finding cases and relocation cases both international and internal. She is a qualified Arbitrator for family and children matters.

## GUIDE TO ARBITRATION FOR SOLICITORS

- Arbitration is available for private law children cases either from the outset or part way through proceedings. The same substantive law applies as in the Family Court.
- It is suitable for disputes about which parent the child should live with, how much they should see the other parent, about choice of school, choice of religion, permanent moves within the UK and any other matter to do with exercising parental responsibility.
- Legal aid is not available, but the fees are fixed and represent a considerable saving compared to court proceedings.
- Please book the arbitration through chambers before you have completed the IFLA form.
- Arbitration is particularly attractive to parties when there is a long delay in listing a hearing date. The best example is the first arbitration which took place in Sussex in which a determination was given within 10 days of the arbitrator being appointed, whereas the court could not list the matter for 3 months.
- Written decisions (determinations) will be given within a week of the hearing, although for very simple matters the decision may be given sooner.
- The parties will have agreed at the outset that the decision will be binding. Upon receipt of the decision they will apply to the court for an order in the same terms as the determination so that the terms are enforceable through the family court.
- Please have a look at the Institute of Family Arbitrators website ([www.ifla.org](http://www.ifla.org)) and refer clients there for more details.

### FIXED FEES

- Most arbitrators will offer fixed fees which represent a considerable saving against proceeding through the court system. All costs are usually shared equally between the parties.
- If it is a new case and they are starting from the beginning, the parties and the arbitrator will have a planning meeting. After that there may be further directions hearings if required (which may be held by telephone) and then a full hearing and every effort will be made for a written decision to be sent out within 7 days. The maximum cost for one directions hearing and a one day final hearing conducted by junior counsel at 1COR is £2,500 plus VAT. Extra days cost £800 plus VAT.
- We also offer packages for arbitration where the parties are in court proceedings. If they just need a final hearing the fee can be reduced to £1500 plus VAT. The decision will be sent out within 7 days.
- At 1COR we are also offering decisions for simple matters such as summer holiday or Christmas contact for £750 plus VAT. A written decision would be given the next day where possible.

### THE BENEFITS OF ARBITRATION

- The main benefit for the children is speed - the matter can be determined in weeks rather than months. Stress and uncertainty for the children and the parties is minimised.
- The parties can choose their arbitrator and have continuity
- The parties pick a time and venue for the hearing to suit them, including out of hours
- The case will be dealt with in a day, unless the parties need longer
- The case will be the only one in the list - no waiting around
- No adjournments unless exceptional circumstances
- The planning meeting, and even the main hearing, can be dealt with by phone

- You can deal directly with the arbitrator to resolve minor issues by email, whereas in the court process you would have to ask for a hearing
- Arbitration is like getting a fast direct train rather than getting a slow stopping train

## **THE ARBITRATION PROCESS**

1. The parties must obtain a basic check of their criminal records and complete the safeguarding questionnaire and form ARB1CS.
2. The parties choose an arbitrator and ask IFLA to approach that arbitrator.
3. The arbitrator accepts the appointment and receives papers.
4. There is a planning meeting, possibly by phone or on paper, at which the arbitrator makes any directions.
5. The final arbitration takes place and a determination is emailed to the parties.
6. The parties apply to the court for a consent order reflecting the determination.

## **PROCEDURE IF THE CASE IS PART WAY THROUGH PROCEEDINGS**

- If CAFCASS has already done the criminal record checks, you or the parties should send the results straight to the arbitrator so that they can accept the case. Otherwise the parties will need to do that themselves using the government website which is [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk). They should apply for a Basic Check. It takes 14 days and costs £25.
- The parties complete the form ARB1CS and safeguarding questionnaire, which they can obtain from <http://ifla.org.uk/resources-for-practitioners/>. The form is available under 'Resources' where you will also find the Arbitration Rules. The parties should name their chosen arbitrator on the form.
- The parties send the form to the Institute of Family Law Arbitrators (IFLA) by email at [info@ifla.org.uk](mailto:info@ifla.org.uk). IFLA will then write to the chosen arbitrator to say that they have been appointed as an arbitrator.
- The parties can ask the court to stay the proceedings or list it as it would have done anyway, but allow the parties to apply to vacate that fixture if the arbitration takes place
- After the arbitration the parties or their legal representatives follow the procedure below for getting a court order.

## **PROCEDURE IF THE PARTIES COME TO ARBITRATION FROM THE OUTSET**

- The first thing is for the parties to obtain criminal record checks through the government website which is [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk). They should apply for a Basic Check. It takes 14 days and costs £25.
- Once those checks are received the procedure is the same as above.

## **GETTING A COURT ORDER**

- The parties are expected to apply to the Family Court for an order in the same terms as the arbitrator's decision.
- Both sides apply on Form C100 for a consent order. This costs £215 which is shared between the parties and the application is dealt with as box work.
- The C100 is sent with the ARB1CS and the arbitrator's determination is sent in an attached envelope marked as 'confidential - not to be opened without the permission of a judge of the Family Court'.

- If one of the parties does not agree to get a court order, according to the PD of 23.11.15 the case will be listed but not much time will be given to it, the court adopting "an appropriately robust approach".
- Appeals are possible but extremely difficult. Please see s66-71 Arbitration Act 1996.

**I F L A**  

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## Children Arbitration Really Works - What you need to know

Following the determination of the first children arbitration hearing, Farooq Ahmed and Julie Stather, barristers of Hampton Family Arbitration and Westgate Chambers, explain the process and the benefits provided by this new resolution method.



[Farooq Ahmed MCI Arb](#) and [Julie Stather MCI Arb](#), barristers, [Hampton Family Arbitration](#) and [Westgate Chambers](#)

The new Children Arbitration scheme was launched in July 2016 and is set to become one of the most exciting developments in children dispute resolution in a long time. The first children arbitration has already taken place and this article will give practitioners an idea of how best to prepare for an arbitration, what to expect when you get there, what steps need to be taken after the arbitration, and how the scheme might benefit those who choose it.

### A brief outline of the scheme

The scheme covers all private law Children Act disputes between parents, including those with grandparents, with the exception of cases with an international element, life-threatening medical treatment cases, cases where a party lacks capacity under the Mental Health Act 2005, cases where a parent is under the age of 18 years, cases where the child in the case has or should have his or her own solicitor, the making of injunctions and applications to commit someone to prison. Much as we would like to see the children that we are making decisions about, the rules do not yet allow us to meet them. What we expect is that the bulk of cases coming to arbitration, at least initially, will be disputes between parents about child arrangements or the exercise of

elements of parental responsibility.

Parties can refer a matter to arbitration themselves or through legal advisers. The form ARB1CS has to be completed and sent to the [Institute of Family Law Arbitrators](#) (IFLA). The arbitrator is then appointed. From that stage onwards the arbitrator communicates directly with the parties or legal representatives who have appointed him or her, and the first hearing will be set up. This will be a planning meeting (a directions hearing) although this can take place by telephone or just on paper. The arbitration then takes place and a written Determination (judgment) is given at the conclusion. The parties or their representatives then incorporate this into a consent order which is sent to the Family Court to be dealt with as box work in the usual way.

### **Key advice for the client**

Because the scheme is so new, many judges may not be fully aware of what it can achieve, or may not have heard of it at all. Some may wonder whether it will work. We have found that it certainly works. The key factor which clients need to be aware of is that arbitration is intended to be binding. In [S v S \[2014\] EWHC 7 \(Fam\)](#) the President said that where parties have agreed to use the IFLA arbitration scheme, that fact is likely to be a single magnetic factor of determinative importance for the court in deciding whether to approve a consent order, giving effect to an arbitrator's decision.

The President has further stated in his [Practice Guidance of 23 November 2015](#):

"Where the parties are putting the matter before the court by consent, ... it can only be in the rarest of cases that it will be appropriate for the judge to do other than approve the order."

Arbitration is not a 'dry run' which parties can ignore if they do not like the outcome. An appeal is possible only if it is on a point of law or if there has been a serious irregularity in the way that the arbitration was conducted. The relevant sections are [s68 and s69 of the Arbitration Act 1996](#).

### **How to prepare for an arbitration**

Parties can come to arbitration from the outset of their dispute or part way through court proceedings. In either case they will have to complete the form ARB1CS. The parties must, before the arbitrator can begin work, agree the arbitrator's terms and conditions and agree to the arbitration, which includes an agreement to be bound by its outcome. If the parties are coming straight into arbitration, they will need to get their police national computer record from the Disclosure and Barring Service (DBS). They also need to give details of anything that could pose a risk to anyone involved in the arbitration or to the children. The DBS check takes up to 14 days and costs £25. It can be done online at [www.disclosurescotland.co.uk](http://www.disclosurescotland.co.uk), selecting Basic Disclosure. If the parties are in court proceedings and CAFCASS has carried out those safeguarding checks, this document should be sent to the arbitrator to evidence that. Either way, the checks need to be available to the arbitrator before the arbitration process begins.

### **The planning meeting**

The first step taken by the arbitrator will be to make arrangements for the planning meeting. This may not be necessary if final evidence has already been directed within existing proceedings. It would be expected at this hearing to clarify and distill the issues, make directions for the filing of evidence, consider whether any expert reports are required, and decide the procedure, taking into account what the parties would like. The 'necessary' test for experts does not apply ([s37 of the Arbitration Act 1996](#)). An expert report can be commissioned if the parties agree it and/or the arbitrator is of the view that the report would be helpful. The removal of this hurdle, and the need to complete the lengthy Part 25 application form and supporting documentation is very attractive to practitioners and parties. The matter will normally, at this planning meeting, be set down for the arbitration (final hearing).

### **The arbitration hearing**

Parties can also elect to arbitrate part way through their court proceedings. As the scheme becomes more widely known, it is expected that more and more clients will opt for this in order to avoid the lengthy delays that are now present in the court system. The first arbitration in the country, conducted by one of the authors of this article, came about for precisely this reason. The timeline of that case is set out below. In those circumstances, the court proceedings are either stayed, or adjourned to a date after the proposed arbitration date, the latter giving the applicant a fall back position if, for example, the respondent fails to attend at the

arbitration.

Whether the parties have arbitrated from the outset or come into the system part way through their court proceedings, the arbitration hearing will be the same. It is a final hearing when evidence is heard and a decision is made. Whilst it is recommended that the parties attend an hour before the arbitration to allow for discussion and negotiation in the usual way, the case will start on time unless there is very good reason why the start is delayed. This is because the hearing is intended to be concluded within a day.

The bundle for the arbitrator should include the following, or as may be directed at the planning meeting:

1. A case summary
2. An agreed schedule of issues for the arbitrator to decide
3. A brief chronology
4. Any application documents filed in any court proceedings
5. Statements of the parties and any supporting evidence. Statements can take the usual format, although they won't use the court heading
6. Any expert reports including any CAFCASS reports (disclosure is permitted under [FPR 2010 r12.75](#)).

### **What to expect at an arbitration**

The arbitration can be held at any suitable venue agreed by the parties. This could mean a conference room in chambers or in a solicitor's office (if both parties are happy that no one would feel prejudiced), or in a privately hired venue. Everyone sits at the same large table and at the same level. If at all possible, the parties should not have to face each other. When choosing a location, it is important to give some thought, if parties are represented, to where they and their legal advisers might be able to talk and possibly even negotiate. An arbitration is similar to a court hearing in that the parties take turns to address the judge and give evidence in the usual way. Although the parties are not sworn, the arbitrator may ask them and any witnesses if they are willing to promise to tell the truth when giving their evidence. A formal case opening is not likely to be required, although the arbitrator will of course want to be updated if further matters have been agreed since the filing of the statement of issues. Examination in chief and cross-examination take place in the usual way, although the entire feeling of the hearing is far less formal than that of a court.

### **What to do after the arbitration**

Dependent on the issues to be decided and the urgency with which a decision is required, the arbitrator may immediately announce the decision, to be followed by the full written determination, or he or she may indicate that the written determination will be provided within a short timescale, aiming at 7 days. Once that determination has been received by the parties or their legal advisers, the document will be incorporated into a standard consent order. That should then be sent to the court along with form C100. The cost is £215. The determination should be placed into a sealed envelope marked 'Confidential – not to be opened without the permission of a judge of the Family Court'. It is then dealt with administratively by a judge of the Family Court as box work. Once there is an order, it can be enforced in the usual way in the Family Court.

### **An example of how quickly arbitration works**

The first children arbitration to be heard concerned a dispute between parents about child arrangements, specific issues and general exercise of parental responsibility. The matter was referred to arbitration at the Dispute Resolution Appointment as the court could not offer a final hearing listing for almost three months, whereas the parties needed a decision in the next couple of weeks. These are the relevant dates:

- 17.3.16 Application to the court
- 7.4.16 Allocation directions made
- 10.5.16 FHDRA
- 12.8.16 DRH
- 19.8.16 Appointment of the arbitrator
- 26.8.16 Arbitration took place
- 29.8.16 Decision and Determination sent out to the parties
- 11.10.16 The final hearing date offered by the court.

Remarkably, it was just ten days from referral to a final decision.

### **The benefits**

The benefits to the parties and to the children are numerous. They include:

1. An early hearing date within weeks or even days
2. The hearing is at a time and date of the parties' choosing
3. The arbitrator is of their choosing, and is a specialist in children law
4. Some arbitrators offer fixed fees with published rates
5. There is virtually no risk of adjournment
6. The parties will usually need to attend only one hearing
7. The case may be able to be decided on documents alone
8. The hearing can be at evenings and weekends.

The benefits to practitioners include:

1. You can fix the arbitration at a venue to suit you by agreement with the arbitrator and the other party, so travel time is minimised
2. You can fix the hearing dates at times to suit you, meaning that you will not lose cases because you are unavailable
3. You will liaise directly with the arbitrator rather than having to try to speak with the court office
4. You will have the same arbitrator throughout and will be able to communicate with him or her directly, both sides being copied in.

### **Conclusions**

Children arbitration provides a rapid, cost effective and less stressful solution to resolving children disputes. The endorsement of the President and the ease with which determinations are made into orders are key elements of the scheme. Of course both parties need to agree to arbitrate, but with the increasing burden on the family court and the resultant delays, that agreement is ever more likely to be forthcoming.

13/9/16

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- Keywords:
  - [private law children](#)



FAMILY LAW ARBITRATION CHILDREN SCHEME

Timothy Bergin

[www.cor.com](http://www.cor.com)

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**The Family Law Children Arbitration Scheme ('the Children Scheme')**

A scheme under which disputes concerning the exercise of parental responsibility and other private law issues about the welfare of children in England and Wales may be resolved by arbitration.

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**The Children Scheme**

The scheme is administered by Resolution on behalf of Institute of Family Law Arbitrators (IFLA) whose members include the Chartered Institute of Arbitrators ('Ciarb'),

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**Appointment of the Arbitrator**

Arbitrators must be qualified for and maintain membership of the Chartered Institute of Arbitrators ('Ciarb'). Applications must be on the prescribed form.

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**Family Law Arbitration Scheme Arbitration Rules 2016**

**Article 1**

Disputes concerning the exercise of parental responsibility and other private law issues about the welfare of children. Disputes referred to the Children Scheme will be determined by arbitration in accordance with the provisions of the Arbitration Act 1996.

**Article 2**

Scope of the Children Scheme  
Exercise of PR  
Present or future welfare concerns  
Section 8 CA '89

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**Outside the scope of the Children Scheme**

- Jurisdictional Issues
- Issues regarding the authorisation of life-changing or life threatening medical treatment
- Where applicant is a minor
- Where the child concerned has party status in existing proceedings, or where the arbitrator believes the child should be separately represented in the arbitration

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**Article 3**

Applicable law  
In accordance with the laws of England  
and Wales  
S 1(3) CA '89

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**Referring dispute to arbitration**

Agreement to arbitrate – Form ARB1CS – signed by both parties and  
submitted to IFLA  
Begins when arbitrator communicates with parties his/her acceptance  
Representation – In person/lawyer/McKenzie Friend

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**Article 7**

**Power of Arbitrator**

- Power to make orders or determinations to the same extent and in the same form or similar form as would a judge exercising of the High Court
- (nb. Does not extend to interim injunctions, committals or jurisdiction over non-parties without their agreement)
- Power to end arbitration

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**Article 8**  
**Procedure**  
 The arbitrator will decide all procedure and evidential matters, subject to the parties agreeing:

- Time and location of arbitration;
- Whether to apply strict rules of evidence;
- Oral evidence/written statements/submissions

Experts – ISW  
 (nb. Arbitrator must not meet the children at any time during the proceedings)  
 Power to order parties to produce information, documents or other material.  
 Failure to comply – may continue with arbitrator and make any determination on the basis before the arbitrator  
 Application to court for order requesting compliance under s42 AA.

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**Article 9**  
**Procedure**  
 Parties are free to agree to the form of procedure.  
 If no agreement, the arbitrator will have discretion to adopt procedures  
 General duties:

- To act fairly and impartially
- Allow parties opportunity to present their case
- Adopt suitable procedures
- Avoid unnecessary delay or expense

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**Article 10**  
**General procedure**  
 Commencement – parties respective views – nature of dispute; issues, outcome they seek, form of procedure, timetable etc.  
 Preliminary meeting – for exchange of parties summaries, agree timetable, procedure.  
 Within 14 days – Arbitrator will give directions

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**Article 12**

Alternative procedure  
 Within 14 days – parties exchange written statements  
 Within 14 days thereafter – parties to send a questionnaire raising questions and/or seeking information  
 Within 14 days of receipt of questionnaire – party may send reasoned objections to answering questions and may request a preliminary meeting  
 If objections raised, arbitrator will consider extent to which questions should be answered/documents provided, or alternatively convene a meeting  
 In absence of objections – party has 14 days to provide answers and/or documentation  
 14 days after exchange of information (or within a reasonable time), arbitrator may convene further meeting to review progress  
 The arbitrator will then give detailed directions for further procedural steps (eg drawing list of issues; schedule of agreement/disagreement; written submissions, hearing date, witness template, timetable).

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**Article 13**

Determination – in writing and with reasons  
 Final and binding  
 Any challenge by available arbitral process of appeal or review only  
 May require to be embodied into court order – subject to any changes made by court.  
 May require undertaking to be lodged with court

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**Article 14**

Costs  
 Due to conduct of party – may be required to bear larger share of costs, pay legal costs or other costs of other party

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**Article 16**

**Confidentiality**  
Arbitrator will not be called as a witness or required to produce documents or materials (unless arbitrator agrees)

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**Article 17**

Disclosure of issues relating to safeguarding and welfare  
Prior to commencement of arbitration each party has a duty to provide:

- i) Accurate information relating to safeguarding and welfare;
- ii) A basic disclosure from Disclosure Scotland
- iii) Any relevant information received from Cafcass or any LA children's services

There remains a continuing duty on the parties to disclose fully and completely to the arbitrator and the other party any information in their knowledge, possession or control which is or appears to be relevant to the physical and emotional safety of any other party or to the safeguarding or welfare of any child.  
If the arbitrator is of the opinion that arbitration is no longer suitable under the Children Scheme, he must inform the parties in writing.

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## FAMILY LAW ARBITRATION CHILDREN SCHEME

### FORM ARB1CS – 2016 EDITION REVISED

#### APPLICATION FOR FAMILY ARBITRATION, CHILDREN SCHEME

1. We, the parties to this application, whose details are set out below, apply to the Institute of Family Law Arbitrators Limited for the nomination and appointment of a sole arbitrator from the IFLA Children Panel ('the Children Panel') to resolve the dispute referred to at paragraph 3 below by arbitration in accordance with the Arbitration Act 1996 ('the Act') and the Rules of the Family Law Arbitration Children Scheme ('the Children Scheme'). We confirm that all the persons who have parental responsibility for the child(ren) concerned are parties to this arbitration.

Applicant's name	
Address	
Telephone	
Mobile	
Email	
Fax	
Represented by*	
Address	
Telephone	
Mobile	
Email	
Fax	

And:

Respondent's name	
Address	
Telephone	

Mobile	
Email	
Fax	
Represented by*	
Address	
Telephone	
Mobile	
Email	
Fax	

\*Delete as applicable.

Add, if necessary, the names of other parties on a separate sheet.

**2. The child(ren) concerned is/are:**

Please insert names and dates of birth and relationship of each child to the parties and whether (as regards each party) they have parental responsibility. Please also state the current location of each child.

.....

.....

**3. The dispute concerns the following issue(s):**

(Set these out on a separate sheet if preferred, but as concisely as possible.)

.....

.....

.....

Please complete EITHER paragraph **4(a)** OR **4(b)** OR paragraph **5** below:

**4(a) We wish to nominate the following member of the Children Panel for appointment in this matter:**

(This paragraph applies if the parties agree that they would like the matter to be referred to a particular arbitrator and / or have approached a particular arbitrator directly. The appointment will be offered to the nominated arbitrator. If the appointment is not accepted by their first choice of arbitrator the parties may, if they agree, make a second or subsequent choice. Otherwise, it will be offered to another suitable member of the Children Panel in accordance with paragraph 5 below.)

.....

**4(b) We wish the Institute of Family Law Arbitrators Limited to select one of the members of the Children Panel from the agreed shortlist below for appointment in this matter:**

(This paragraph applies if the parties have agreed on a shortlist of arbitrators from the Children Panel any one of whom would be acceptable to them, and wishes IFLA to select one of the arbitrators on the shortlist without reference to any criteria. In this case, IFLA will offer the appointment to one of the shortlisted arbitrators chosen at random. If the appointment is not accepted by the first choice of arbitrator, IFLA will offer the appointment to a second or subsequent shortlisted arbitrator, similarly chosen at random. If none of the shortlisted arbitrators accepts the appointment, IFLA will inform the parties and invite them to submit further agreed names.)

.....

.....

.....

**5. We wish the Institute of Family Law Arbitrators Limited to nominate a member of the Children Panel for appointment in this matter.**

(This paragraph applies if the parties have not identified a particular arbitrator to whom they wish the matter to be referred. Please set out below the nature of the dispute (insofar as it is not apparent from paragraph 3 above). Please also set out below any preferences as to the arbitrator's qualifications, areas of experience, expertise and / or any other attributes; or as to the geographical location of the arbitration; and any other relevant circumstances.)

.....

.....

.....

**6. If any court proceedings are current in relation to the child(ren), or your marriage or relationship, please identify the nature of the proceedings, in which court they are taking place and what stage they have reached. (Please attach copies of any relevant documents and court orders.)**

.....  
.....  
.....

**7. Please carefully read paragraphs 8.3(a)-(d) below and provide with this Form:**

- **a Basic Disclosure from Disclosure Scotland in relation to each party;**
- **a Safeguarding Questionnaire (as attached to this Form) completed and signed by each party, together with any relevant documentation;**
- **any relevant letter or report prepared by CAFCASS or any local authority children’s services department or similar agency in relation to the safeguarding or welfare of the child(ren) concerned (if there is one).**

**8. We confirm the following:**

8.1 We have been advised about and understand the nature and implications of this agreement to arbitrate;

8.2 Once the arbitration has started, we will not commence court proceedings or continue existing court proceedings in relation to the same subject matter (and will apply for or consent to a stay of any existing court proceedings, as necessary), unless it is appropriate to make an application to the court arising out of or in connection with the arbitration, or some relief is required that would not be available in the arbitration;

**8.3 We have read the current edition of the Rules of the Children Scheme (‘the Rules’) and will abide by them. In particular, we understand our obligations:**

- (a) to provide accurate information regarding safeguarding in this Form and in the attached Safeguarding Questionnaire;**
- (b) before the arbitration starts, to obtain a Basic Disclosure from Disclosure Scotland and promptly send it to the arbitrator and to every other party;**

- (c) **to send to the arbitrator and to every other party any relevant letter or report prepared by CAFCASS or any local authority children’s services department or similar agency in relation to the welfare or safeguarding of the child(ren) concerned.**
  - (d) **before the arbitration starts and at every stage of the process (as a continuing duty) to disclose fully and completely to the arbitrator and to every other party any fact, matter or document in our knowledge, possession or control which is or appears to be relevant to the physical or emotional safety of any party or to the safeguarding or welfare of any child the subject of the proceedings, or to a decision by the arbitrator whether to terminate the arbitration under Art.17.2.1. Such disclosure shall include (but not be limited to) any criminal conviction, caution or involvement (concerning any child) with children’s services in respect of any party or any person with whom the child is likely to have contact;**
  - (e) **at all stages of the process, to comply with the decisions, directions and orders of the arbitrator;**
- 8.4 We understand and agree that any determination of the arbitrator appointed to determine this dispute will be final and binding on us, subject to the following:
- (a) any challenge to the determination by any available arbitral process of appeal or review or in accordance with the provisions of Part 1 of the Act;
  - (b) insofar as the subject matter of the determination requires it to be embodied in a court order (see 8.5 below), any changes which the court making that order may require;
  - (c) any subsequent determination superseding the determination; or any changes to the determination or subsequent order superseding the determination which the Family Court considers ought to be made in the exercise of its statutory and/or inherent jurisdiction whether under the Children Act, 1989 or otherwise.
- 8.5 If and so far as the subject matter of the determination makes it necessary, we will apply to an appropriate court for an order in the same or similar terms as the determination or the relevant part of the determination. (In this context, ‘an appropriate court’ means a court which has jurisdiction to make a substantive order in the same or similar terms as the determination.) We understand that the court has a discretion as to whether, and in what terms, to make an order and we will take all reasonably necessary steps to see that such an order is made;
- 8.6 We understand and agree that although the Rules provide for each party, generally, to bear an equal share of the arbitrator’s fees and expenses (see Art.14.4(a)), if any party fails to pay their share, then the arbitrator may initially

require payment of the full amount from any other party, leaving it to them to recover from the defaulting party;

8.7 We agree to the arbitration of this dispute in accordance with the Rules of the Children Scheme.

**IMPORTANT**

**Parties should be aware that:**

- **By signing this form they are entering into a binding agreement to arbitrate (within the meaning of s.6 of the Arbitration Act 1996).**
- **After signing, neither party may avoid arbitration (unless they both agree to do so). Either party may rely on the arbitration agreement to seek a stay of court proceedings commenced by the other.**
- **Arbitration is a process whose outcome is generally final. There are very limited bases for raising a challenge or appeal, and it is only in exceptional circumstances that a court will exercise its own discretion in substitution for the determination.**

**Signed.....**  
**(Applicant *or* Applicant's legal representative, for and on behalf of Applicant)**

**Dated.....**

**Signed.....**  
**(Respondent *or* Respondent's legal representative, for and on behalf of Respondent)**

**Dated.....**

Please send your completed form, preferably by email, to [info@ifla.org.uk](mailto:info@ifla.org.uk), or it can be sent by post to IFLA, PO Box 302, Orpington, Kent BR6 8QX.

Note that by submitting this Form, the parties consent to the processing by IFLA (and/or by Resolution, on IFLA's behalf) of the information and personal data provided in it and in associated documentation for the purposes of this Children Scheme arbitration. This includes retaining and storing the information and personal data for as long as is necessary in connection with this agreement. It may also be retained for research, training and statistical purposes in connection with family arbitration, but on the understanding that if so used, any information or details about individuals will have been removed so that they cannot be personally identified.

## FAMILY LAW ARBITRATION CHILDREN SCHEME

### FORM ARB1CS SAFEGUARDING QUESTIONNAIRE

Each party should complete and individually sign a copy of this Safeguarding Questionnaire.  
(Please make further copies as necessary.)

Name .....

Applicant / Respondent / Other Party .....

1. Have there been any court proceedings in relation to the child(ren), or your marriage or relationship, other than as mentioned in paragraph 6 of Form ARB1CS?  
Yes / No

(If 'Yes', please identify the nature of the proceedings, in which court they took place and the outcome. Please attach copies of any relevant documents and court orders.)

.....  
.....  
.....

2. Has a child protection plan been put in place by a local authority in relation to the child(ren), or have a local authority's children's services been involved in any way?  
Yes / No, or not to my knowledge

(If 'Yes', please provide details and say whether the local authority's involvement is continuing.)

.....  
.....  
.....

3. Have you, or any person with whom the child(ren) is/are likely to have contact ever been convicted of an offence concerning a child, or ever been cautioned or investigated in that connection?

Yes / No

(If 'Yes', please provide full details.)

.....  
.....  
.....

4. Do you have any concerns that the child(ren) has/have experienced, or is/are at risk of experiencing, harm of any the following kinds from any person with whom the child(ren) is/are likely to have contact?

- Any form of domestic violence Yes / No
- Child abduction Yes / No
- Child abuse Yes / No
- Drugs, alcohol or substance abuse Yes / No
- Other safety or welfare concerns Yes / No

(If 'Yes' to any of the above, please provide full details of your concerns.)

.....  
.....  
.....

**I confirm that the information I have provided in response to this Safeguarding Questionnaire is true and complete to the best of my knowledge and belief.**

**Signed** .....

**Dated** .....

IFLA

Institute of Family Law Arbitrators

# A Guide to the Family Law Arbitration Scheme

An Introductory Guide for Family Arbitrators,  
Judges and Professional Referrers

Third edition

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# Introduction

Welcome to the Guide to the Institute of Family Law Arbitrators' (IFLA) Family Law Arbitration Scheme ('the Scheme'): An Introductory Guide for Family Arbitrators, Judges and Professional Referrers ("the Guide").

This second edition of the Guide includes an introduction to both financial remedy arbitration and children arbitration. It is intended to provide an introduction to the Scheme for family law arbitrators, judges and professional referrers.

The Guide contains two sections. The first, Family Arbitration in a Nutshell, sets out a working definition of family arbitration, and briefly defines its history and benefits as a means of resolving family law disputes. The second, IFLA Scheme: Family Arbitration Process, provides a step-by-step guide to the family arbitration process, and details the legal framework on which the Scheme is built.

For further information on the Scheme, including that relating to the structure of IFLA, qualification and training, please consult the IFLA website [www.ifla.org.uk](http://www.ifla.org.uk). The Scheme Rules can be found at [ifla.org.uk/resources-for-practitioners/](http://ifla.org.uk/resources-for-practitioners/).

IFLA is grateful to Suzanne Kingston and Jonathan Tecks whose financial remedy and children family law arbitration course materials have been invaluable in the preparation of the guide. They have been supported recently by Janet Bazley QC who has also provided input to the course materials and the training.

# Family arbitration in a nutshell

## 1. Definition

Family arbitration is a form of private dispute resolution in which the parties enter into an agreement under which they appoint a suitably qualified person (an “arbitrator”) to adjudicate a dispute and make an award. It can be used to resolve financial disputes and disputes concerning children.

Family arbitration is thus akin to court proceedings in that a family arbitrator will produce a decision after hearing the evidence and each party’s case. In financial cases the decision is called an **award** and in children cases it is called a **determination**.

The Scheme’s authority derives from the Arbitration Act 1996, the Rules, and the agreement to arbitrate. Form ARB1FS is used in financial cases and Form ARB1CS is used in children cases (see 3.8 – 3.14.)

Family arbitration is distinct from mediation in that a decision on the substance of the dispute between the parties may be imposed by the family arbitrator or arbitral tribunal. It is therefore binding upon the parties to the dispute.

Mediation can take place in parallel with an on-going family arbitration: sometimes a family arbitrator may consider mediation would benefit a couple and he may suggest this. Conversely, mediators may recommend family arbitration if it seems clear that a dispute, or one aspect of it, cannot settle in mediation.

## 2. Background

Arbitration is widely used in commercial disputes. In England and Wales, the domestic framework is provided by the Arbitration Act 1996 ('the Act'). The Act has a number of distinctive features, but is broadly comparable to arbitration legislation and regulation in other European states and the US, and to the United Nations Commission on International Trade Law (UNCITRAL) 'Model Law' which has provided the basis for regulation of arbitration in Scotland and many other parts of the world. International enforcement of arbitration awards is also available under the New York Convention 1958.

The Act seeks to draw an appropriate balance between allowing parties freedom to determine the procedure for resolution of their dispute, while at the same time maintaining adequate supervision by the courts. In particular, the provisions of the Act are designed to ensure that the arbitration is founded on genuine agreement, and that the procedure is fair and impartial.

In family proceedings the jurisdiction of the court cannot be ousted, but there are a growing number of cases in which the High Court has shown its support for arbitration awards being incorporated into court orders.

Following the introduction of the financial remedy arbitration scheme interest grew as to the possibility of resolving children disputes under the IFLA scheme. After wide and extensive consultation, the IFLA rules have been amended to permit specified children disputes to be included in the Scheme.

### **3. Benefits of family arbitration**

The court process can be a daunting, complicated and expensive experience. It can increase conflict and confrontation during an already distressing period. Family arbitration provides a real alternative. Key benefits are:

#### **3.1 Speed of the process**

Family arbitration is likely to take significantly less time than contested court proceedings.

#### **3.2 Choice of arbitrator**

The parties themselves, guided by their lawyers (if they are represented), select the person they wish to arbitrate their dispute. If the parties are unable to agree, the arbitrator can be selected by IFLA.

#### **3.3 A specialist arbitrator**

In court proceedings, there is no guarantee that the appointed judge will have specialist knowledge or experience in resolving disputes concerning children nor be conversant with the often highly complex financial arrangements the parties are seeking to unravel. A family arbitrator is an experienced family lawyer who specializes in financial and/or children disputes. The arbitrator is as competent as a judge would be to fairly and efficiently resolve the dispute and will be selected by the parties themselves or appointed by IFLA at the parties' request.

#### **3.4 Control of the procedure**

The parties 'own' the procedure to a far greater extent than is possible with court proceedings. Together with the arbitrator, the parties are able to tailor the process to their own needs, and decide whether the process is document only, conducted via telephone, or by face-to-face meetings. The issues may be determined all at once or sequentially at specified intervals of time to permit negotiation and settlement of other issues in the interim. By the same token the parties can, by agreement, appoint relevant and appropriate experts to assist in the determination of

the dispute.

### 3.5 Issues to be arbitrated

The parties may decide to appoint a family arbitrator for one or more specific issues. Unlike Court proceedings, there is no need to undergo compulsory mediation information and assessment meetings (MIAMs) before starting arbitration. Furthermore, if the arbitrator is appointed to determine a single issue the **award** or **determination** can include all of the other issues already agreed between the parties to ensure that the parties achieve an outcome which is binding.

### 3.6 Confidentiality

The family arbitration process is completely private and confidential (subject to the usual exceptions in relation to safeguarding and protection from harm or where there is an over-riding obligation in law to disclose). Meetings take place at a venue of the parties' choice, and there is no possibility of media obtaining access. Papers are held securely in the family arbitrator's office.

### 3.7 Arbitrator's availability

The appointed family arbitrator alone will deal with the dispute from start to finish. A number of advantages flow from consistency of tribunal:

- i. The family arbitrator is engaged by the parties with the specific task of resolving their dispute.
- ii. The family arbitrator will be available to deal promptly with applications for directions and other issues as they arise in the course of proceedings.
- iii. Meetings can be listed at short notice to suit all participants' diaries including business or family commitments and at their preferred venue.

### 3.8 Keeping the lawyers

If the parties have instructed lawyers, they are able to and normally will retain them throughout the family arbitration process for advice, preparatory work and representation at meetings.

### **3.9 Defusing landmines**

Family arbitration can be fashioned to obtain a speedy and economical determination of preliminary issues of law or fact or both, thus increasing the likelihood of resolution of the dispute.

### **3.10 Integration with the court**

A court may refer a matter to arbitration or be involved if necessary during the arbitration process to exercise a power not available to an arbitrator, such as granting an injunction.

### **3.11 Cost savings**

The ability to streamline the procedure may well (and in the majority of cases should) lead to significant cost savings.

### **3.12 Finality**

The judiciary have made it clear in the recent authorities of *S v S* and *DB v DLJ*<sup>1</sup> that not only will the Courts approve IFLA arbitral awards, they will also uphold them.

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<sup>1</sup> [2014] EWHC 7 (Fam) & [2016] EWHC 324 (Fam)

#### **4. 4. Costs of family arbitration**

In family arbitration there are four main types of cost:

- 4.1** The family arbitrator's fees and expenses. The family arbitrator and the parties will agree the arbitrator's fees at the beginning of the family arbitration. The usual arrangement will be for each of the parties to bear the family arbitrator's fees and expenses in equal shares.
- 4.2** Venue hire and similar costs. There may be costs involved in hiring a venue for any meetings scheduled as part of the process, or for other similar costs such as the hiring of transcribers. These costs will usually be borne equally.
- 4.3** Legal costs. These are the costs incurred by each party in engaging lawyers to prepare for and represent them in family arbitration. The usual arrangement will be for each party to bear its own legal costs, and not to make any payment towards each other's legal costs.
- 4.4** Experts' fees. These costs will usually be borne equally.

# The family arbitration process

## 5. The IFLA scheme

The Scheme was launched in February 2012 and is a collaboration between Resolution, the Family Law Bar Association (FLBA), the Chartered Institute of Arbitrators (CI Arb) and the Centre for Child and Family Law Reform (sponsored by The City Law School, City University London). In 2016 the revised IFLA rules were published which enable specified children disputes to be resolved by arbitration.

The Scheme utilises arbitration procedures well established in the commercial and family arenas – for example, the statutory family arbitration schemes that are in force in Australia and certain provinces of Canada. The Scheme falls into two distinct categories: financial remedy disputes and children disputes.

### 5.1 Financial Disputes.

The Scheme can be used for the following financial disputes:

- a. Marriage and its breakdown (including financial provision on divorce, judicial separation or nullity).
- b. Civil partnership and its breakdown.
- c. Co-habitation and its termination.
- d. Parenting or those sharing parental responsibility.
- e. Provision for dependents from a deceased's estate under the Inheritance (Provision for Family and Dependents) Act 1975.
- f. S. 17 of the Married Women's Property Act 1882.
- g. Part II of the Matrimonial Causes Act 1973.
- h. S. 2 of the Inheritance (Provision for Family and Dependents) Act 1975.

- i. Part III of the Matrimonial and Family Proceedings Act 1984 (financial relief after overseas divorce) and the Civil Partnership Act 2004 (Sch. 5, or Sch. 7, Pt. 1, para. 2: financial relief after overseas dissolution).
- j. Schedule 1 to the Children Act 1989.
- k. Trusts of Land and Appointment of Trustees Act 1996.
- l. Other civil partnership equivalents where corresponding legislative provision has been made.

## **5.2 Children Disputes.**

The Scheme can be used for the following disputes concerning children:

- a. Where and with whom children shall live.
- b. The time spent with each parents.
- c. Arrangements concerning the children's upbringing.
- d. Relocation of children within England and Wales.

## **5.3 The Scheme does not apply to questions concerning:**

- a. The liberty of individuals.
- b. The status either of individuals or of their relationship.
- c. Bankruptcy or insolvency.
- d. Any person or organisation not a party to the arbitration, unless that person or organisation agrees in writing.
- e. The international relocation of children.
- f. Child protection proceedings.

## **5.4 Further information on the Scheme can be found on the IFLA website [www.ifla.org.uk](http://www.ifla.org.uk) by navigating through the tabs at the top**

of the webpage, you can:

- a.** Search for a family arbitrator, including background information on each.
- b.** Learn more about family arbitration (including FAQs).
- c.** Read about IFLA, including qualification for family arbitrators.
- d.** Access the Scheme Rules.
- e.** Access the Forms ARB1FS and ARB1CS.

## **6. Step-by-step guide to the process**

### **6.1 Preparatory steps**

- a.** The parties wish to resolve their financial or child-related differences arising in the context of separation or divorce without resorting to court. The parties may have tried mediation, which has broken down or they may simply prefer arbitration. It is recommended that the parties take legal advice on the implications and consequences of family arbitration.
- b.** The parties, with the assistance of their lawyers if they have legal representation, search for a family arbitrator and establish his or her terms and availability. Each party is free to contact family arbitrators without obligation, provided that the other side is copied into all communications. This helps to preserve the arbitrator's impartiality. Some family arbitrators will offer a free introductory meeting. The parties will need to ensure that their chosen arbitrator is qualified to hear their dispute; some arbitrators will only be able to hear financial disputes, some only children and some will be able to hear both types of dispute.

### **6.2 The Application**

- a.** The parties submit to the IFLA Administrator a Form ARB1FS (in the case of financial disputes) or Form ARB1CS (in the case of children disputes) signed by both parties in which they describe and define the scope of the dispute they agree to arbitrate.
- b.** The preferred way to submit an ARB1FS or ARB1CS is by email to [info@ifla.org.uk](mailto:info@ifla.org.uk). Alternatively, it can be submitted by post to IFLA, PO Box 302, Orpington, Kent BR6 8QX.
- c.** In their Forms ARB1FS or ARB1CS the parties expressly agree to be bound by the family arbitrator's written decision subject to:
  - i.** any right of appeal or other available challenge;

- ii. any changes which the court making that order may require if the subject matter of the award requires it to be embodied in a court order;
    - iii. in the case of an award of continuing payments any future award or order varying the award.
  - d. The parties also expressly declare and agree that:
    - i. they have read and will abide by the Rules; and
    - ii. that they understand their obligation to comply with the decisions, directions and orders of the family arbitrator; and
    - iii. when required to do so they will make full and complete disclosure relating to financial circumstances.
    - iv. in the case of a children arbitration, that they will make full and complete disclosure in relation to any safeguarding concerns
  - e. Given the above, it is critical that the obligations upon the parties contained in the Forms ARB1FS and ARB1CS are fully and clearly explained to them by their respective lawyers before they sign up for the process. It will be the practice of some family arbitrators to reinforce this by speaking to the parties together and in person, before the Form ARB1FS or ARB1CS is signed so as to be satisfied that they fully appreciate and accept those obligations and their binding nature.
  - f. In children arbitrations the parties will need to confirm and the arbitrator will need to be assured that there are no safeguarding issues which may require the intervention of statutory authorities in the dispute.
  - g. By the Forms ARB1FS and ARB1CS the parties seek the appointment of their nominated family arbitrator (or they may request IFLA to select a family arbitrator from its panel). In the case where a family arbitrator has been nominated on the Form ARB1FS or ARB1CS but is unable or unwilling to accept

the appointment, the parties will have the option of nominating another family arbitrator.

- h. Where the parties, whether represented or not, wish to use the family arbitration process but either cannot or have not agreed on a family arbitrator and have requested on their Form ARB1FS or ARB1CS that a family arbitrator be nominated, and the parties and/or their representatives agree that IFLA should make the nomination, the Nomination Protocol is to be followed. In both cases, the IFLA Administrator will forward the Form ARB1FS to the nominated family arbitrator, inviting him or her to become the appointed family arbitrator.
- i. The Nomination Protocol sets out the criteria to be applied to the nomination of a family arbitrator. The criteria will be applied strictly in the following order unless the parties have specific requirements which they have set out on the Forms ARB1FS and ARB1CS. The criteria are as follows:
  - i. the family arbitrator whose geographical location (as indicated on his/her website entry) is closest to the location of the parties (or the parties' legal representative of the parties);
  - ii. the parties' wishes as to qualifications, experience or other attributes of the family arbitrator;
  - iii. the number of appointments received to date (i.e. to ensure that where no specific requirements have been requested by the parties or their representatives one family arbitrator is not receiving more family arbitration nominations than another).

The Nomination Protocol is available from IFLA on request from [info@ifla.org.uk](mailto:info@ifla.org.uk)

### **6.3** Accepting the arbitration

- a. The family arbitrator contacts the parties seeking their agreement to the terms of the appointment. All correspondence between the family arbitrator and one party must be copied to the other party.

- b. On agreeing terms, the family arbitrator sends to the parties a formal letter of acceptance, whereupon the family arbitration is deemed to have commenced.

#### **6.4** The family arbitration process

- a. The family arbitration process will depend on the nature of the parties' dispute and their preferences, and that of the arbitrator, as to procedure. It may be a document-only procedure, or be conducted by telephone and/or face-to-face meetings.
- b. The Rules describe two primary types of procedure: a "general procedure", and an "alternative procedure". Unless the parties have decided in advance which procedure will apply, the family arbitrator will generally conduct a case management conference, either by telephone or in person, at the start of the family arbitration, when these issues can be discussed and he or she will make a decision.
- c. During the course of the family arbitration any further procedural decisions will be taken by the family arbitrator after consultation with both parties. Agreement on procedural matters reached between the parties will require the family arbitrator's consent. The family arbitrator has the widest possible discretion to adopt procedures to suit the circumstances of the case.
- d. If there is to be a final meeting it will take place at a date and time agreed between the parties and the family arbitrator.
- e. The family arbitrator's fees must be settled prior to receipt of the award, as requested by the family arbitrator.
- f. The family arbitrator's decision must be committed to writing and delivered promptly. The decision will include written reasons and a formal award.

#### **6.5** The court

- a. The parties have the right to appeal to court on a point of law (unless the parties have agreed to exclude this right). The

parties can also invite the court to set aside the award if there has been a serious irregularity which has resulted or may result in substantial injustice.

- b.** In a financial remedy and children family arbitration there will normally be a requirement to convert the award into a court order.
- c.** In a children family arbitration, consideration needs to be given to the no order principle and whether therefore an order is necessary.
- d.** Once a court order has been made it may then be enforced in the usual way.
- e.** If the family arbitration involves a purely civil claim (for example, under TOLATA 1996) then the parties may apply to court for permission to enforce the award as though it were itself a court judgment or order.

## **6.6** And Finally

The Rules allow that in certain circumstances the family arbitrator may terminate the family arbitration before it has been concluded, or the parties may agree to do so.

It is a distinguishing feature of the process that family arbitration and the award are confidential, and disclosure is permitted only in prescribed circumstances. Media are not admitted to any meetings.

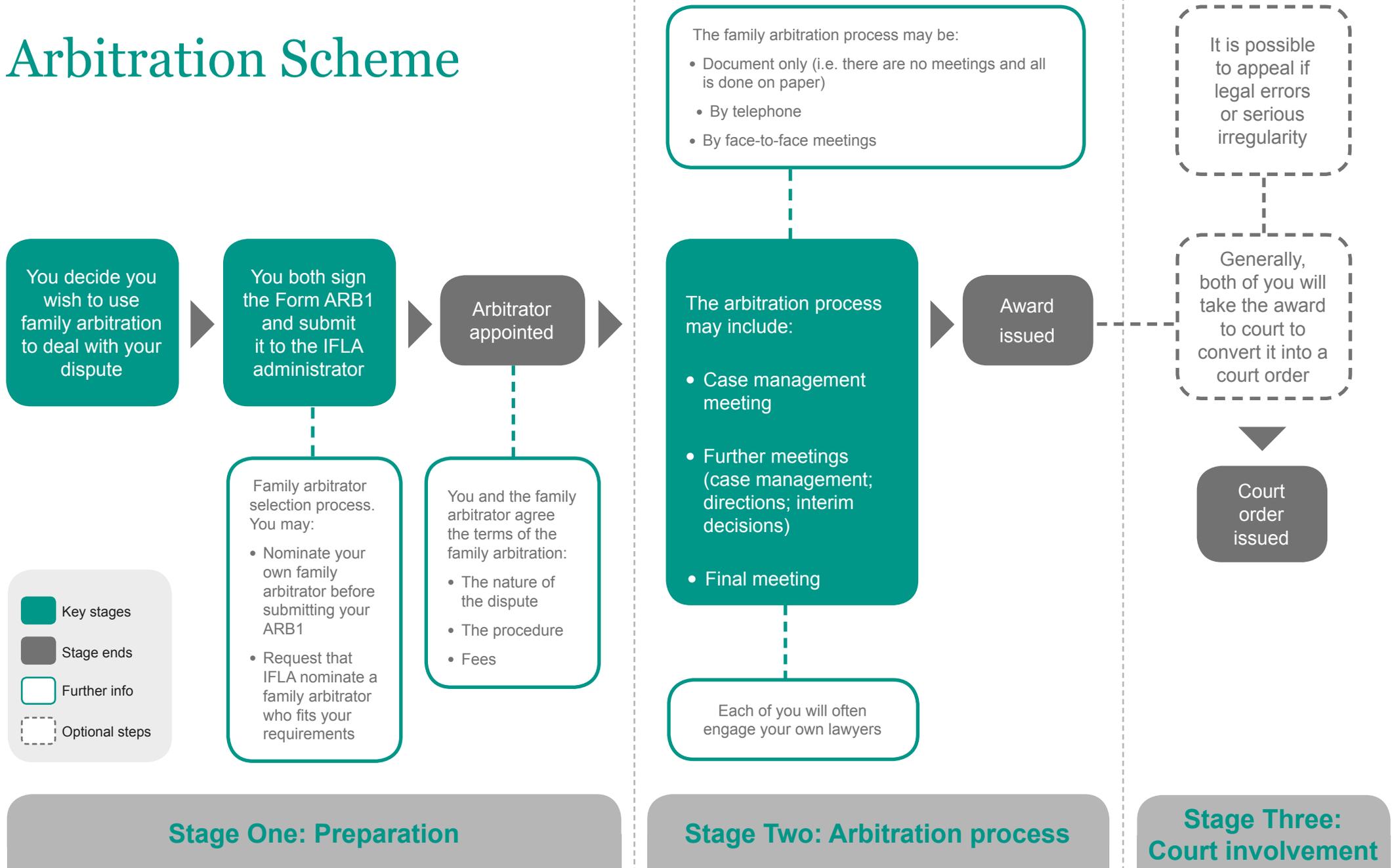
## **7. Legal framework**

- 7.1** The Arbitration Act 1996 contains both ‘mandatory’ and ‘non-mandatory’ provisions. The mandatory provisions are fundamental and immutable provisions which the parties may not agree to exclude, replace or modify. The non-mandatory provisions may be modified or excluded by agreement of the parties.
- 7.2** Disputes under the Scheme are arbitrated on the basis of a pyramidal hierarchy. The Scheme provides for disputes to be arbitrated in accordance with Part I of the Act; and regulated, beneath the Act, by the Rules to the extent that they exclude, replace or modify the non-mandatory provisions of the Act; and then within the Rules by any procedural or other provisions agreed between the parties, to the extent that such agreement excludes, replaces or modifies the non-mandatory provisions of the Act or the Rules.
- 7.3** The key provisions of the Act are set out at s.1, s.33 and s.40.
- 7.4** Beneath the mandatory provisions of the Act, important aspects of the Scheme are fleshed out both by the Rules and the Forms ARB1FS and ARB1CS.
- 7.5** The Rules contain one mandatory requirement, that the substance of the dispute is to be arbitrated in accordance with the law of England and Wales.
- 7.6** Subject to this mandatory requirement and those of the Act the parties retain substantial powers to regulate the process. The Scheme establishes what is in effect a pre-selected set of rules for the application of the non-mandatory provisions, so as to form a self-contained code for family arbitrations of financial disputes: but even these remain subject in some instances to variation by the parties.
- 7.7** In agreeing to the Scheme Rules (which the parties do explicitly in the ARB1FS and ARB1CS) the parties agree that during the arbitration they will not commence an application to the court nor continue any subsisting application relating to the same subject matter. The only exception to this is an application made in connection with and in support of the arbitration or to seek relief

that is not available in the arbitration. As no arbitrator has any powers of enforcement, provision is made in the Act for the parties to apply for court orders in support of the arbitration, such as a witness summons or, if need be, an injunction pending resolution of disputed issues.

# Family Law

## Arbitration Scheme





## ALTERNATIVE DISPUTE RESOLUTION At Crown Office Row

- Mediation (Civil & Family)
- Arbitration (Family)
- Early Neutral Evaluations and Private FDR

More people are turning to alternative forms of dispute resolution as the most cost effective method of resolving disputes, particularly as pressure mounts on the Court Service. We thought that we would write to advise you of the additional services Chambers offers:

**Civil and Family Mediation:** Since launching in 2014, our mediators have assisted many clients to reach a mediated agreement in both Civil, encompassing Commercial, Property disputes and Private disputes, and in Family with Children Act and Financial Remedy disputes. These cases are often referred to our mediators by solicitors who instruct Chambers in other matters, and frequently when there are ongoing Court proceedings.

### **Civil Mediators**

HH Keith Hollis  
James King-Smith  
Stuart Wright  
Lauren Godfrey

### **Family Mediators**

David Balcombe QC  
Timothy Bergin  
Rachael Claridge  
Jane Peckham  
Eleanor Battie  
Anita Mehta  
Fran Wiley QC

Further information can be found at [www.disputesmediated.com](http://www.disputesmediated.com)

**Family Arbitration:** We are pleased to inform you that we have Arbitrators available to accept instructions in both Children and finance disputes

**Children Arbitrators**

Timothy Bergin  
Julie Stather  
Eleanor Battie  
Fran Wiley QC

**Finance Arbitrator**

David Balcombe QC

We also have David Balcombe QC who has been an arbitrator for many years in Financial Remedy Disputes.

**Early Neutral Evaluation:** A number of members of Chambers offer Early Neutral Evaluations in disputes involving children, property disputes and financial remedy where it may encompass a private FDR.

The solicitors are able to agree on the barrister, the process is confidential and is an effective way of both sides hearing the most likely outcome on the evidence.

We hope to work with our Instructing Solicitors and compliment the work they do by offering these services. If you would like to discuss what we may be able to do for your clients please do not hesitate to get in touch.

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