

## Family Arbitration Procedural Summary

Below is a guide to the 20 steps of arbitration. If you require further help or information please contact our arbitrators.

- You have a family dispute and are considering arbitration under the Institute of Family Law Arbitrators (IFLA) scheme. Check that the dispute is covered by the scheme (see Art 2 of [IFLA Rules](#)). If in doubt you can, on a joint basis, contact us for clarification
- You each complete and sign the [Form ARB1](#) requesting appointment of an arbitrator. In the ARB1 you **either** ask for a named arbitrator **or** ask IFLA to select a suitable person from its panel. You submit the form to the IFLA administrator at:

c/o Resolution

PO Box 302

Orpington

Kent BR6 8QX

Tel: 01689 820272

Email: [info@ifla.org.uk](mailto:info@ifla.org.uk)

- IFLA contacts the named or selected arbitrator and invites him or her to become the appointed arbitrator.
- The arbitrator or his or her office will contact you seeking your agreement to the terms of the appointment. Please note that all correspondence between the arbitrator and one party must be copied to the other party. Correspondence by email is encouraged.
- Many arbitrators (including [the members of FamilyArbitrator](#)) offer a free of charge 'no commitment' meeting before the terms are signed. FamilyArbitrator.com has produced a suggested [Questionnaire](#) which your arbitrator may suggest that you complete in advance of such a meeting. This meeting gives you the opportunity to meet the arbitrator, and enables the arbitrator to be satisfied that you understand the process and your own obligations
- If you and the arbitrator agree terms, then the arbitrator accepts the appointment, whereupon the arbitration formally commences. The [IFLA Rules](#) and the [Arbitration Act 1996](#) apply to the conduct of the arbitration
- In the ARB1 you both agree to be bound by the arbitrator's decision ('Award')
- You also agree that you will not, while the arbitration is continuing, apply to court except in connection with the arbitration or to seek relief that is not available in the arbitration
- A key feature of arbitration is that the parties 'own' the process as much as possible. In some cases, especially those where the issues are narrow, the parties will have no difficulty in agreeing on a form of procedure prior to the arbitrator's appointment. They can, for instance, decide whether they want the dispute to be determined on paper only, or following a hearing, and in the latter case whether with or without oral evidence. However, in many cases, particularly where the parties and /or their advisers are unfamiliar with the arbitration process, they may prefer to leave procedural issues to be decided by the arbitrator, in the light of their

representations. It is open to the arbitrator to decline to accept the appointment if he or she considers that the arbitration is unlikely to be effective using the procedure that the parties have chosen

- The procedure that is best for your arbitration will depend very much on the nature of your dispute. The rules set out two main types of procedure: a 'general' procedure and an 'alternative' procedure, similar to the court's 'financial remedy' procedure that applies in divorce and other family proceedings. Both of these may be adapted to suit the circumstances of your case. Unless you have decided in advance which procedure will apply, the arbitrator will generally conduct a case management conference, either by phone or in person, at the start of the arbitration, when these issues can be discussed and he or she will make a decision. FamilyArbitrator.com has produced a [Checklist](#) which your arbitrator may suggest that you complete at or before the first case management conference
- During the course of the arbitration any further decisions about procedure will be taken by the arbitrator after due consultation with both of you. You can still reach agreement with each other on procedural matters, but the arbitrator's consent will nevertheless be required. The arbitrator has the widest possible discretion to adopt procedures to suit the circumstances of your case. He or she will strive to manage the arbitration as efficiently and economically as possible
- During the arbitration further case management conferences and/or interim / directions hearings may be held if required
- If there is to be a final hearing it will take place at a date and time agreed between you and the arbitrator
- The arbitrator's decision ('Award') must be committed to writing and delivered promptly. The decision will include written reasons and a formal award, just like a judgment or financial order made in court. The Award will deal with costs
- The arbitrator's fee must be settled upon delivery of the Award
- There may be an avenue of 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
- In a financial remedy-type arbitration, you will normally be required to convert the award into a court order (in the same way that an agreement is converted into a consent order). Once a court order has been made it may then be enforced in the usual way
- If the arbitration involves a purely civil claim (e.g. under TOLATA 1996) then you can apply to court for permission to enforce the award as though it were a court judgment or order, under section 66 of the Arbitration Act 1996
- In certain circumstances the arbitrator may terminate the arbitration before it has been concluded: see Art 15.2 of the IFLA Rules
- Arbitration and the award are confidential, and disclosure is permitted only in prescribed circumstances (see Art 16). Media representatives are not admitted to any hearings