

ARBITRATION IN THE FAMILY COURT

PRACTICE GUIDANCE

issued on 23 November 2015 by

SIR JAMES MUNBY, PRESIDENT OF THE FAMILY DIVISION

1. This Guidance concerns the interface between the Family Court and Arbitrations conducted in accordance with the provisions of the Arbitration Act 1996 (AA96) where the parties to a post-relationship breakdown financial dispute have agreed to submit issues for decision by an arbitrator whose award is to be binding upon them.
2. It is a fundamental requirement of this Guidance that the arbitrator will decide the substance of the dispute only in accordance with the law of England and Wales. This Guidance does not apply to, or sanction, any arbitral process based on a different system of law nor, in particular, one where there is reason to believe that, whatever system of law is purportedly being applied, there may have been gender-based discrimination.
3. To avoid unnecessary complication this Guidance is directed towards what may well be the most common form of arbitration with which the Family Court will become concerned, where the issues between the parties involve relief or an award by way of one or more of the financial remedies listed in rule 2.3 of the Family Procedure Rules 2010 (FPR).
4. In order to be effective, elements of some arbitral awards (by comprehensive dismissal of claims to create a clean break, or so as to bind the provider to a pension split, for example) will require their terms to be reflected in a Family Court order. If enforcement of the award becomes necessary, doing so via Family Court processes will be available only if orders reflecting the award are obtained. (Paragraph 30 below describes an alternative route which may be available via section 66 of AA96 in the county court or in the Family Division of the High Court.)
5. But it should be borne in mind that not every award need be brought before the Family Court for a financial order to be made, and that it may be more appropriate for some to be brought (if necessary) before a court which does not exercise family jurisdiction. Thus, for instance, where an arbitrator has decided upon the title to or possession of property under the Married Women's Property Act 1882, or has determined the respective beneficial interests of the disputants in a property or fund, the parties may simply choose to operate in accordance with the award and thus have no need for a court order to reflect it. Or a Trustees of Land and Appointment of Trustees Act 1996 ("TOLATA") award might more appropriately be made the subject of an order in the County Court if it simply declares the interests of the parties and does not involve any financial remedy element. It should be noted, however, that (pending any statutory changes to facilitate the Family Court hearing them) only the High Court and county court have jurisdiction to determine applications made under TOLATA or the Inheritance (Provision for Family and Dependents) Act 1975.

6. Taking the most common example of an arbitration where the agreed issues are what periodical payments, lump sum and adjustment of property awards should be received by a claimant spouse, it is important first to establish whether or not financial remedy proceedings have already been instituted and a Form A issued.

A: Where there are subsisting proceedings seeking the same relief as is in issue in the arbitration

Stay of proceedings:

7. The court should be invited to stay the financial remedy proceedings pending delivery of the award. The arbitration agreement (in the case of an IFLA Scheme arbitration, the Form ARB1) will in most instances only recently have been signed by both parties, and thus contested applications for a stay will likely be rare. CPR rule 62.3(2) provides that such an application "must be made by application notice to the court dealing with those proceedings".
8. The Family Court has an obligation under FPR 3.3(1)(b) "where the parties agree, to enable non-court dispute resolution to take place." Section 9(4) of AA96 requires that the court "shall grant a stay unless satisfied that the arbitration agreement is null and void, inoperative, or incapable of being performed" and makes it clear that a stay application should be made to the court where the subsisting proceedings are pending. By paragraph 6.2 of Form ARB1 the parties will have agreed that they "will apply for or consent to a stay of any existing court proceedings, as necessary."
9. In such circumstances where the application to stay is by consent or unopposed it should be dealt with on paper and (absent any unusual circumstances indicating a need) without listing or hearing.
10. Parties seeking such a stay should (in person or through their solicitors, who need not for this purpose be on the court record in the financial remedy proceedings) lodge in the place where the proceedings have been commenced, and within those proceedings, clear evidence of their agreement (or lack of opposition) to the stay order, together with a copy of their signed arbitration agreement (such as the IFLA Form ARB1). One of the standard orders approved for use in conjunction with arbitrations provides for a stay, and a copy completed with the details of the case, and signed by both parties or their representatives to signify approval, should be lodged with the other documents. The file will then be placed before a judge for approval, or for queries to be raised and dealt with by correspondence, and/or (if necessary) a hearing listed. The suite of arbitration-specific standard orders are Annexed to this Guidance: see *below*.

Applying for an order to reflect the award: by consent

11. The terms of the proposed consent order will be drafted to reflect the decisions and directions contained in the award. Insofar as financial remedy orders are involved, their form should follow the relevant paragraphs of the standard orders, which contain recitals apt for an arbitration award case. Together with a signed copy of the proposed order in the terms agreed, the parties, in order to

take advantage of this accelerated procedure, should at the same time lodge their Forms A and D81, a copy of the arbitrator's award and (unless already on the court file) their Form ARB1. There is no reason in principle why unopposed applications for a consent order should not be dealt with on paper by a District Judge, although the court will always retain the ability to raise questions in correspondence or to call for a hearing.

12. Attention is drawn to my observations in *S v S (Financial Remedies: Arbitral Award)* [2014] EWHC 7 (Fam), [2014] 1 FLR 1257, about the attitude likely to be adopted by the court in such cases: "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."
13. Draft orders submitted which invite the court to make orders it has no jurisdiction to make (or which are otherwise in unacceptable form) will, like any other defective consent order submitted, be returned for reconsideration. There is of course no objection to recitals which express the parties' agreement to provisions which fall outside the scope of the available statutory relief. Nor indeed is there anything to prevent parties agreeing to change the terms of an award if they are agreed upon a revised formulation. In that event, though, it would be sensible for the covering correspondence to make it clear which provisions of the award have been overtaken by what subsequent arrangement arrived at by the parties.
14. Parties anxious to preserve the privacy and to maintain the confidentiality of the award should lodge that document in a sealed envelope, clearly marked with the name and number of the case and the words "**Arbitration Award: Confidential**". The award will remain on the court file but should be placed in an envelope clearly marked as above, plus "**not to be opened without the permission of a judge of the Family Court.**" The request for the award to be sealed once the order has been approved should be made prominently in the covering letter.
15. Applying for an order to reflect the award: opposed
The party seeking to have the award reflected in a court order will need to proceed adopting what at para [25] of *S v S* was described as the "notice to show cause" procedure. An alternative formulation of the Arbitration recital for such a situation is contained in each standard order.
16. Similar documentation should be submitted with the application, except of course that the order proposed is likely to have been unilaterally drafted on behalf of the party seeking to obtain the order. An application of this sort will ordinarily be listed for a hearing before a judge of Circuit Judge or High Court Judge level.
17. Attention is drawn to my observations in *S v S* concerning the attitude likely to be adopted by the court in opposed cases:

"The court will no doubt adopt an appropriately robust approach, both to the procedure it adopts in dealing with such a challenge and to the test it

applies in deciding the outcome. ... The parties will almost invariably forfeit the right to anything other than a most abbreviated hearing; only in highly exceptional circumstances is the court likely to permit anything more than a very abbreviated hearing."

18. Applications for consent orders are specifically placed outside the scope of the MIAMs requirement by Practice Direction 3A, para 13(2). So, by virtue of the same provision, are proceedings "for enforcement of any order made in proceedings for a financial remedy or of any agreement made in or in contemplation of proceedings for a financial remedy." Parties who have agreed to arbitrate but have become engaged in any post-arbitral award dispute, as for instance a contested "show cause" application, should not be required to deviate into a MIAM.

B: Arbitration claims

19. An "arbitration claim" is a term of art, and its scope for the purposes of its application to arbitrations conducted under AA96 is defined by CPR rule 62.2(1) in these terms:

[*In relation to AA96*] 'arbitration claim' means –

- (a) any application to the court under the 1996 Act;
- (b) a claim to determine –
 - (i) whether there is a valid arbitration agreement;
 - (ii) whether an arbitration tribunal is properly constituted; orwhat matters have been submitted to arbitration in accordance with an arbitration agreement;
- (c) a claim to declare that an award by an arbitral tribunal is not binding on a party; and
- (d) any other application affecting –
 - (i) arbitration proceedings (whether started or not); or
 - (ii) an arbitration agreement.

20. The court where "arbitration claims" as so defined are to be commenced is governed by CPR PD62 para 2 and the High Court and County Courts (Allocation of Arbitration Proceedings) Order 1996 (S.I. 1996/3215) as amended (the 1996 Order), which do not currently cater for such claims to be launched in the Family Court. Pending changes made to CPR PD62 and/or the 1996 Order, an applicant for an "arbitration claim" should issue the requisite Form (see *below*) in the Commercial Court and should at the time of issue seek transfer to the Family Division. Para [6] of the 1996 Order does not as yet permit the transfer of any such application to the Family Court – the transfer must therefore be to the Family Division of the High Court.

21. The Form N8 initiating such a claim should be prominently marked "**Family business: direction sought for transfer to the Family Division of the High Court**" and should detail (where there are subsisting Family Court proceedings, albeit stayed) the case title and number.
22. Attention is drawn to sections 42 (enforcement of peremptory orders of the arbitrator) and 43 (securing the attendance of witnesses) of AA96 which are the provisions in relation to which an "arbitration claim" is most likely to be sought in the course of an ongoing post-separation financial arbitration. Attention is also drawn to the provisions of section 44 (court powers exercisable in support of arbitral proceedings). Standard Orders have been issued to meet each of these contingencies: see Annex A, *below*.
23. As these are all within the CPR definition of "arbitration claims," pending changes to para [2] of CPR PD62 such applications should (as described *above*) be issued in the Commercial Court and bear prominently upon them a request for speedy transfer to the Family Division (or, in the case of, for instance, a TOLATA claim which does not also invoke the family court jurisdiction, to the relevant county court).
24. In relation to applications under sections 42 and 43 the standard orders are self-explanatory. Such applications should be heard by a judge of High Court level.

C: Arbitrations conducted when there are no subsisting proceedings seeking relevant relief

Stay of proceedings:

25. An application to stay legal proceedings under section 9 of AA96 is in effect excluded from the definition of and procedural requirements for "arbitration claims" by CPR rule 62.3(2), which provides that such an application "must be made by application notice to the court dealing with those proceedings".
26. In the case of an IFLA Scheme arbitration the parties will have agreed (by paragraph 6.2 of their Form ARB1) that they "will not commence court proceedings ... in relation to the same subject matter". If however such proceedings are thereafter initiated then it is open to either party to apply for a stay pursuant to section 9 of AA96 in the court where the proceedings have been commenced, and within those proceedings. If a stay remains opposed an early hearing will obviously be required to determine the application.

Applying for an order to reflect the award: by consent

27. The principles discussed in Part A apply, but if the relief awarded and sought to be reflected in an order includes one or more financial remedies only capable of being made on or after pronouncement of a decree, then it will be necessary for "status proceedings" seeking divorce, judicial separation, nullity or (in the case of civil partners) dissolution to have been instituted, the relevant financial remedies applied for, and the stage in the proceedings reached when it will be appropriate for the court to make an order. In the case of divorce proceedings that would normally predicate a decree nisi having

been pronounced, but see *JP v NP* [2014] EWHC 1101 (Fam), [2015] 1 FLR 659.

Applying for an order to reflect the award: opposed

28. The section of Part A describing the "show cause" procedure applies, and again it would be necessary to have the necessary status proceedings in being for financial remedy orders to be made.
29. Where the aid of the Court is needed in support of a family financial arbitration in relation to which status proceedings have not yet been commenced, then the route suggested in paragraph 20 *et seq. above* must be followed, and transfer from the Commercial Court sought. It will however be necessary for the FPR Part 18 procedure to be adopted in order to bring the arbitration claim (for instance, under section 42 or section 43 of AA96) before the Family Division.

D: Enforcement

30. Section 3 of CPR Part 62 (rules 62.17 and 62.18) make provision for the direct enforcement of awards. In some situations it may be possible to pray section 66 of AA96 in aid to enforce an award. Para 4 of the 1996 Order authorises the commencement in any county court of section 66 proceedings under which awards can, with the court's permission, be enforced in the same way as a judgment or order of the court to the same effect. This may prove effective in the case of a TOLATA award but is not appropriate in the case of a financial remedy award.

E: Challenging the Award under sections 67 to 71 of the Arbitration Act

31. Some very specific bases for challenging arbitrations are contained in these sections of AA96. They are hedged about with preconditions and limitations, and the commercial experience in arbitration is that they are relatively rarely successful. In relation to an arbitration dealing with family financial issues, however, it would ordinarily be appropriate for a High Court Judge of the Family Division to hear them, and thus it is to be expected that applications commenced pursuant to these provisions will by the same route be transferred to that court.

F: Arbitration-specific standard court orders

32. This suite now consists of three orders for use in conjunction with arbitrations. They are reproduced in their approved form within Annex A to this Guidance and comprise orders to:
 - Stay pursuant to Arbitration Act 1996 section 9 and/or under the court's case management powers
 - Enforce an arbitrator's peremptory order under section 42, Arbitration Act 1996
 - Secure the attendance of witnesses under section 43, Arbitration Act 1996

33. The forms of "omnibus" orders already commonly in use for both Financial Remedy and Children Act Schedule 1 Final Orders each contain a recital to be completed where the order sought was to reflect an arbitral award. A slightly revised form for such recital is included in Annex B.
34. Pending any new or revised Practice Direction to accompany Part 5, these formulations should be adopted for use, subject always to the proviso that their provisions may be varied by the court or a party if the variation is required by the circumstances of a particular case.

James Munby
President of the Family Division
23 November 2015

Annex A

Stay pursuant to Arbitration Act 1996 section 9 and/or under the court's case management powers



**In the Family Court
Sitting at [Place]**

No:

The Family Procedure Rules 2010 rules 3.2 and 3.3

The Marriage/Civil Partnership/Relationship/Family of XX and YY

After hearing *[name the advocate(s) who appeared]*

After consideration of the documents lodged by the parties

(In the case of an order made without notice) After reading the statements and hearing the witnesses specified in the Recitals below

ORDER MADE BY [NAME OF JUDGE] ON [DATE] SITTING IN OPEN COURT/PRIVATE

The parties

1. The applicant is XX
The respondent is YY
The second respondent is ZZ
Specify if any party acts by a litigation friend

[Where undertakings have been given]

Notice pursuant to PD 37A para 2.1

You XX, and you YY, may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court.

Statement pursuant to PD 37A para 2.2

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....
XX

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....
YY

Definitions

2. IFLA is the Institute of Family Law Arbitrators.
3. Form ARB1 is the arbitration agreement signed by the parties of which a copy has been lodged with the court.
4. The arbitration is an arbitration which is to be conducted in accordance with the rules of the IFLA arbitration scheme.

Recitals

5. *(In the case of an order made without notice)*
 - (a) This order was made at a hearing without notice to the respondent. The reason why the order was made without notice to the respondent was [set out]
 - (b) The Judge read the following affidavits/witness statements [set out] and heard oral testimony from [name].
6. *(In the case of an order made following the giving of short informal notice)*

This order was made at a hearing without full notice having been given to the respondent. The reason why the order was made without full notice having been given to the respondent was [set out].
7. The applicant/respondent has applied to this court for financial remedies.
8. The court must by rules 3.2 and 3.3 of the Family Procedure Rules 2010 at every stage in proceedings consider whether alternative dispute resolution is appropriate and, if so, whether to adjourn those proceedings so to enable alternative dispute resolution to take place; and has power pursuant to its general powers of management under rule 4.1 to stay the whole or any part of proceedings either generally or until a specified date or event.

...

Agreements

9. By their Form ARB1 the parties have agreed to refer to arbitration the issues described in it which include some or all of the financial remedies for which applications are pending in this court.
10. ...

Undertakings to the court

11. ...
12. ...

IT IS ORDERED (BY CONSENT) THAT:

13. The pending application(s) for financial remedies is/*are* stayed pending receipt of the award in the arbitration (or until the parties may reach agreement in respect of the arbitration issues).
14. Upon receipt of the award (or upon reaching agreement) either party may in a form agreed with the other seek an order of this court to give effect to the award (or their agreement).
15. [*or if the parties cannot reach agreement upon the form of an order to give effect to the award*] Failing agreement between the parties as to the form of an order to give effect to the award either party may apply for the other to show why an order should not be made in the terms of the draft proposed.
16. Any application under either of the preceding 2 paragraphs shall be lodged together with a copy of the award, Form(s) D81 and with a draft of the order which the court is requested to make.
17. [*Provision for the costs of the stay application*]

Dated



**In the Family Court
Sitting at [Place]**

No:

The Arbitration Act 1996 section 42

The Marriage/Civil Partnership/Relationship/Family of XX and YY

After hearing [*name the advocate(s) who appeared*]

After consideration of the documents lodged by the parties

(In the case of an order made without notice)

After reading the statements and hearing the witnesses specified in the recitals below

ORDER MADE BY [NAME OF JUDGE] ON [DATE] SITTING IN OPEN COURT/PRIVATE

The parties

1. The applicant is XX
The respondent is YY
The second respondent is ZZ
Specify if any party acts by a litigation friend

[Where undertakings have been given]

Notice pursuant to PD 37A para 2.1

You XX, and you YY, may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court.

Statement pursuant to PD 37A para 2.2

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....

XX

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....

YY

Definitions

2. IFLA is the Institute of Family Law Arbitrators.
3. Form ARB1 is the arbitration agreement signed by the parties of which a copy has been lodged with the court.
4. The arbitration is an arbitration which is to be conducted in accordance with the rules of the IFLA arbitration scheme.
5. The arbitrator is [*name*].
6. The arbitrator's order is a peremptory order made on [*date*] pursuant to section 41(5) of the Arbitration Act 1996 which required the respondent to comply with its terms [by [*date*]] or [without prescribing a date for compliance].

Recitals

7. (*In the case of an order made without notice*)
 - (a) This order was made at a hearing without notice to the respondent. The reason why the order was made without notice to the respondent was [*set out*]
 - (b) The Judge read the following affidavits/witness statements [*set out*] and heard oral testimony from [*name*]
8. (*In the case of an order made following the giving of short informal notice*)

This order was made at a hearing without full notice having been given to the respondent. The reason why the order was made without full notice having been given to the respondent was [*set out*]
9. (*In the case of an application commenced elsewhere than in the Family Court*)

This application was transferred to this court from the [*specify*] Division/Court by order of [*name of judge*] on [*date*].
10. The arbitration has commenced and is continuing.
11. The parties have by their Form ARB1 and their acceptance of the IFLA arbitration scheme rules agreed that the powers of the court under section 42 of the Arbitration Act 1996 (enforcement of peremptory orders of tribunal) are available, so that if one of them fails to comply with a peremptory order made

by the arbitrator then another party may apply to the court for an order requiring compliance.

12. The arbitrator's order is (so far as relevant to this application) in the following terms:

[set out in the words of the arbitrator's order]

13. This application is for an order under section 42 of the Arbitration Act 1996 for the enforcement of the arbitrator's order and is made:

[by the applicant.] (*or*)

[by the arbitrator, upon notice to the parties.]

14. This court is satisfied that:

- (a) the applicant has exhausted all available arbitral process in respect of the respondent's failure to comply with that/*those* provision(s) of the peremptory order; and
(b) the respondent has failed to comply with that/*those* provision(s) of the peremptory order [within the time prescribed by the order] *or* [within a reasonable time, no time for compliance having been prescribed].

Agreements

15. ...

Undertakings to the court

16. ...

IT IS ORDERED (BY CONSENT):

17. The respondent shall comply with the peremptory order by no later than [date].

[*or*]

18. [*Other orders*]

19. [*If applied for*] Permission to appeal against this decision is granted/*refused*.

20. [*Provision for costs*]

Dated



**In the Family Court
Sitting at [Place]**

No:

The Arbitration Act 1996 section 43

The Marriage/Civil Partnership/Relationship/Family of XX and YY

After hearing [*name the advocate(s) who appeared*]

After consideration of the documents lodged by the parties

(In the case of an order made without notice)

After reading the statements and hearing the witnesses specified in the recitals below

**ORDER MADE BY [NAME OF JUDGE] ON [DATE] SITTING IN OPEN
COURT/PRIVATE**

The parties

1. The applicant is XX
The respondent is YY
The second respondent is ZZ
Specify if any party acts by a litigation friend

[Where undertakings have been given]

Notice pursuant to PD 37A para 2.1

You XX, and you YY, may be held to be in contempt of court and imprisoned or fined, or your assets may be seized, if you break the promises that you have given to the court.

Statement pursuant to PD 37A para 2.2

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....
XX

I understand the undertaking that I have given and that if I break any of my promises to the court I may be sent to prison, or fined, or my assets may be seized, for contempt of court.

.....
YY

Definitions

2. IFLA is the Institute of Family Law Arbitrators.
3. Form ARB1 is the arbitration agreement signed by the parties of which a copy has been lodged with the court.
4. The arbitration is an arbitration which is to be conducted in accordance with the rules of the IFLA arbitration scheme.
5. The arbitrator is [*name*].
6. The witness/*witnesses* is/*are* [*name(s)*]

Recitals

7. (*In the case of an order made without notice*)
 - (a) This order was made at a hearing without notice to the respondent. The reason why the order was made without notice to the respondent was [*set out*]
 - (b) The Judge read the following affidavits/witness statements [*set out*] and heard oral testimony from [*name*]
8. (*In the case of an order made following the giving of short informal notice*)

This order was made at a hearing without full notice having been given to the respondent. The reason why the order was made without full notice having been given to the respondent was [*set out*]
9. (*In the case of an application commenced elsewhere than in the Family Court*)

This application was transferred to this court from the [*specify*] Division/Court by order of [*name of judge*] on [*date*].
10. The arbitration has commenced and is being conducted in England and Wales and the witness/*witnesses* are in the United Kingdom.
11. This application is for an order pursuant to section 43 of the Arbitration Act 1996 to secure the attendance before the arbitrator of the witness/*witnesses* in order:

[to give oral testimony] (*and/or*)

[to produce documents or other material evidence which the witness/*witnesses* can be compelled to produce in legal proceedings, namely [*specify*].]

12. This application is made:

[by the applicant with the permission of the tribunal.] (*or*)

[with the agreement of the other party/*parties* to the arbitration.]

Agreements

13. ...

Undertakings to the court

14. ...

IT IS ORDERED (BY CONSENT):

15. [*Insert the form of order or notice appropriate to secure the attendance of a witness in order to give oral testimony and/or to produce documents or other material evidence.*]

16. [*Other orders*]

17. [*Provision for costs*]

Dated

Annex B

Recitals for use where "omnibus" orders to reflect an arbitral award are sought for either Financial Remedy or Children Act Schedule 1 Final Orders

For the Financial Remedy Final Order Omnibus:

...

Arbitration award recital

19.

a. The documents lodged in relation to this application include the parties' arbitration agreement (Form ARB1), their Form(s) D81, a copy of the arbitrator's award, and a draft of the order which the court is requested to make.

b. By their Form ARB1 the parties agreed to refer to arbitration the issues described in it which include some or all of the financial remedies for which applications are pending in this court. The issues were referred to [insert arbitrator] under the IFLA scheme, who made an arbitral award on [insert date].

c. ***Either:***

[The parties have invited the court to make an order in agreed terms which reflects the arbitrator's award.]

or:

[There has been no agreement between the parties as to the form of an order to give effect to the arbitrator's award. The [applicant]/[respondent] has applied for the other party to show why an order should not be made in the terms of the draft proposed; and the court having considered the representations made by each party has directed that an order be made in the terms of this order.]

For the Children Act Schedule 1 Final Order Omnibus:

...

Arbitration award recital

18.

a. The documents lodged in relation to this application include the parties' arbitration agreement (Form ARB1), their Form(s) D81, a copy of the arbitrator's award, and a draft of the order which the court is requested to make.

b. By their Form ARB1 the parties agreed to refer to arbitration the issues described in it which encompass the application under Schedule 1 to the Children Act 1989 now pending in this court. The issues were referred to [insert arbitrator] under the IFLA scheme, who made an arbitral award on

[insert date].

c. *Either:*

[The parties have invited the court to make an order in agreed terms which reflects the arbitrator's award.]

or:

[There has been no agreement between the parties as to the form of an order to give effect to the arbitrator's award. The [applicant]/[respondent] has applied for the other party to show why an order should not be made in the terms of the draft proposed; and the court having considered the representations made by each party has directed that an order be made in the terms of this order.]