

FAMILY LAW ARBITRATION FINANCIAL SCHEME

FORM ARB1FS – 2016 EDITION

APPLICATION FOR FAMILY ARBITRATION

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 Family Arbitration Financial Panel ('the Financial Panel') to resolve the dispute referred to at paragraph 2 below by arbitration in accordance with the Arbitration Act 1996 ('the Act') and the Rules of the Family Law Arbitration Financial Scheme ('the Financial Scheme'):

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 dispute concerns the following issue(s):

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

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.....

Please complete EITHER paragraph **3(a)** OR **3(b)** OR paragraph **4** below:

3(a) We wish to nominate the following member of the Financial 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 Financial Panel in accordance with paragraph 4 below.)

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3(b) We wish the Institute of Family Law Arbitrators Limited to select one of the members of the Financial 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 Financial 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.)

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4. We wish the Institute of Family Law Arbitrators Limited to nominate a member of the Financial 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 2 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.)

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5. If court proceedings are current, 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.)

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.....

6. We confirm the following:

- 6.1 We have been advised about and understand the nature and implications of this agreement to arbitrate;
- 6.2 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;
- 6.3 We have read the current edition of the Rules of the Financial Scheme ('the Rules') and will abide by them. In particular, we understand our obligation to comply with the decisions, directions and orders of the arbitrator and, when required, to make full and complete disclosure relating to our financial circumstances;
- 6.4 We understand and agree that any award of the arbitrator appointed to determine this dispute will be final and binding on us, subject to the following:
 - (a) any challenge to the award 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 award requires it to be embodied in a court order (see 6.5 below), any changes which the court making that order may require;
 - (c) insofar as the award provides for continuing payments to be made by one party to another, or to a child or children, a subsequent award or court order reviewing and varying or revoking the provision for continuing payments, and which supersedes an existing award;
- 6.5 If and so far as the subject matter of the award makes it necessary, we will apply to an appropriate court for an order in the same or similar terms as the award or the relevant part of the award. (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 award, whether on primary application or on transfer from another division of the court.) 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;
- 6.6 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;

6.7 We agree to the arbitration of this dispute in accordance with the Rules of the Financial 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 award.**

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.....

IFLA

Institute of Family Law Arbitrators

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

Note that information provided on this form may be retained and reviewed by IFLA on a strictly confidential and anonymous basis, and used for the purposes of family arbitration training and/or research.