

SAMPLE COPY ONLY

**ATTENDED PRIVATE FINANCIAL DISPUTE RESOLUTION ("FDR" - EARLY EVALUATION)
AGREEMENT**

1. PARTIES AND SOLICITORS:

The First Party is _____ of address at _____
and _____

The First Party's Solicitor is _____ of address at _____

The Second Party is _____ of address at _____

The Second Party's Solicitor is _____ of address at _____

The Company is Ashley Murray Limited (No 09524115 as Regulated by the Bar Standards Board and trading as Ashley Murray Chambers) of address at 7 The Oaklands, Brookside Farm, Old Lane, Pulford, Chester CH4 9EW

Ashley Murray barrister-at-law is the principal and sole shareholder of the Company

2. IDENTIFICATION OF MATTER:

2.1 The First and Second Party above are involved in financial remedy application proceedings in the Family Court with case number [_____]

[alternatively, describe the position if financial remedy application proceedings have not been commenced]

2.2 The proceedings have progressed to a Financial Directions Hearing dated before District Judge _____ on [date _____] [and the Parties' Solicitors intend to jointly apply immediately to adjourn] [when the Court by Consent adjourned] the proceedings pending the First and Second Party engaging in a Private FDR hearing with a return date for further Directions on [date _____].

3. AGREEMENT TO ENGAGE IN A PRIVATE FDR HEARING:

The First and Second Party and their respective Solicitors as above have **AGREED** with Ashley Murray Limited to engage in a Private FDR hearing as an alternative to the FDR hearing process within the Family Court **on the terms set out below**.

4. THE FDR HEARING JUDGE

The First and Second Party and their respective Solicitors, as above, have **AGREED** with Ashley Murray Limited that the FDR hearing Judge will be Ashley Murray of Ashley Murray Chambers.

5. THE PARTIES' REPRESENTATION:

The First Party's Representatives at the Private FDR Hearing will be:-

of counsel of [Chambers] at address

and

of solicitors at address

and

The Second Party's Representatives at the Private FDR Remote Hearing will be:-

of counsel of [Chambers] at address

and

of solicitors at address

6. DATE AND TIME:

6.1 The First and Second party and their respective Solicitors, as above, **AGREE** with Ashley Murray Limited that the Private FDR hearing will take place at [address] and the arrangements for the hearing will be fully arranged and the appropriate details provided to and agreed with Ashley Murray by the Solicitors above not less than 14 days before the date of the Private FDR

6.2 The Private FDR hearing is **AGREED** to commence at 10 am and conclude no later than 4.30pm [unless otherwise agreed in advance in writing by all parties and Ashley Murray] on the [date].

7. PARTIES AND PARTIES' SOLICITORS OBLIGATIONS:

7. The First and Second Party and their respective Solicitors as above (jointly and severally) **AGREE:-**

i) the Non Pension and Pension net values of the matter for Private FDR hearing do not exceed £4m;

ii) in advance of the date agreed for the Private FDR hearing, the parties and their Solicitors as above will have obtained, where applicable, the adjournment to a fixed return directions date of any financial remedy proceedings within which the parties are engaged for the purposes of holding a Private FDR hearing;

iii) to pay to Ashley Murray Limited not later than 10 days before the agreed date of the Private FDR hearing, above, **the fixed fee of £ _____ plus VAT** and [£ _____] travel/subsistence costs agreed to be paid to him for such hearing;

iv) to have made all necessary prior arrangements in relation to the Private FDR hearing with all persons taking part in the hearing and with Ashley Murray and to have provided the identities, the telephone numbers and the emails of those persons who are to take part in the hearing in writing to Ashley Murray as the Private FDR hearing Judge not later than 14 days before the date of the hearing itself;

v) each has, as applicable, given/received authority to:-

a. reach signed terms of settlement at the Private FDR hearing;

b. to have reduced as soon as possible into writing any terms of settlement reached at the Private FDR hearing between the First and Second Party

vi) to ensure that no later than 3 working days before the date of the Private FDR hearing, as above, a Bundle of Required Documentation is delivered to Ashley Murray as the Private FDR hearing Judge including ONLY the following:-

i) the bare FDRs, if already filed,

ii) any questionnaires and replies thereto,

iii) an agreed schedule of up to date net assets and net incomes with any reason for disagreement and alternative figures arising thereby endorsed briefly thereon;

iv) an agreed statement of resolved issues and outstanding issues;

v) an agreed neutral chronology;

vi) copies of any relevant valuations;

vii) copies of any SJE reports

viii) copies of any relevant up to date company accounts and/or trust documents

ix) copies of any without prejudice offers to settle made by either party;

x) written submissions (not exceeding 10 pages A 4 Roman 12 spacing 1.5) of the advocates presenting the parties' cases at the hearing, inclusive of a "net effect" summary;

and that without Ashley Murray's prior written agreement any such Bundle of "Required documentation" shall not include any other documentation and shall not in any event exceed 350 pages.

vii) promptly to be available at the Private FDR hearing at the time for commencement set out above and/or at all subsequent times directed by Ashley Murray as the Private FDR hearing Judge;

viii) at the conclusion of the Private FDR hearing, if settlement has been reached to ensure there is a draft order or Heads of Agreement signed by all parties and Ashley Murray

OR (in default of settlement being reached) to ensure there is a draft of the letter signed by the parties to the Court for a Consent directions order required to list the matter to a final hearing AND that the parties can agree any further directions needed over valuations and /or remaining issues.

ix) to file by consent of both parties and their solicitors with the Court a short summary of the conduct/outcome of the Private FDR hearing and a joint draft order of the terms of settlement reached and, if no settlement has been achieved, the directions sought, including any suggested by Ashley Murray as Private FDR judge, to a final hearing.

8. THE PRIVATE FDR HEARING JUDGE OBLIGATIONS:

Ashley Murray as the Private FDR hearing Judge will:-

i) adopt, where applicable, the same procedure for the conduct as a Judge of the Private FDR hearing as would be followed by a Court undertaking a FDR hearing pursuant to the **Financial Procedure Rules 2010**;

ii) subject to the above, exclusively determine all matters of procedure at the Private FDR hearing.

9. DUTY OF CONFIDENTIALITY:

The First and Second Party and their respective Solicitors as above **AGREE**:-

i) the Private FDR hearing and anything said or information provided or documents produced within or for the purposes of the hearing shall, subject to below, be at all times kept entirely confidential and free from disclosure, subject to an order of the Court.

ii) only to the extent as would be permissible in relation to a FDR hearing under the **Family Procedure Rules 2010** shall a Court be informed of the taking place of and matters dealt with by the Private FDR hearing;

iii) for the avoidance of any doubt, the terms of Confidentiality as apply under the **Family Procedure Rules 2010** to a FDR hearing shall apply to the Private FDR hearing and as such the Parties shall be obliged to disclose any offers of settlement to Ashley Murray as the Private FDR hearing judge.

10. THE FDR HEARING JUDGE AS WITNESS:

The First and Second Party and their respective Solicitors as above **AGREE** that Ashley Murray as the Private FDR hearing Judge shall not be called by either the First and Second Party or their respective solicitors as above as a witness in any Court proceedings relating to the First and Second Party's financial remedy proceedings or otherwise, save and except where his confirmation is unavoidably required that he has witnessed the Parties' Agreement to a settlement of their financial remedy claim or claims.

11. WAIVER OF LIABILITY OF THE FDR HEARING JUDGE:

- i) Ashley Murray as the FDR hearing Judge shall not be liable in respect of any view expressed by him during in or connection with the Private FDR hearing or any other act or omission whatsoever relating to the services provided by him otherwise than as expressly provided for within this Agreement.
- ii) Private FDR sittings by Ashley Murray are part of his general practice as counsel and where otherwise not dealt with in this Agreement the usual terms and conditions of the Bar Code of Conduct (Annex T) and any applicable amendments thereto including those set out in Mr Murrays 'Terms of Business' appearing on his website at www.ashleymurraychambers.co.uk will apply - a separate written copy of which will be provided upon request.

12. FEES AND COSTS

The parties and their respective solicitors, as above, **AGREE:-**

a. Ashley Murray's acceptance, under the terms of this Agreement, of the booking of and/or continued commitment to conduct the Private FDR hearing referred to herein is **entirely conditional** upon:-

- i) the net (including after potential disposal costs of sale and any secured charges) combined Non Pension and Pension assets value of the parties not exceeding £4m and the agreement in writing of Ashley Murray Limited that this is the position;
- ii) the Private FDR hearing taking place and concluding on the date and times set out above. In the event that the parties shall at or before the Private FDR hearing request Ashley Murray to extend the hearing further, there will be added to the fixed fee per each hour (or part thereof) an **additional fee of £** **plus** vat which additional fee shall be payable by the parties' Solicitors to Ashley Murray Limited not later than 7 days of the Private FDR hearing;
- iii) any alteration to the arrangements for the Private FDR hearing sought by the parties or their Solicitors shall be agreed in writing with Ashley Murray no later than 14 days before the date of the hearing.
- iv) the parties and their respective Solicitors entering into this Private FDR hearing Agreement with Ashley Murray Limited no later than 14 days before the date of Private FDR hearing, as above;
- v) Ashley Murray's fixed fee (inclusive of vat) and any agreed additional travel/subsistence costs payable to him for the Private FDR hearing being received and paid by the parties to Ashley Murray Ltd no later than 14 days before the date of Private FDR hearing, as above;
- vi) the delivery by the parties to Ashley Murray by not less than 3 working days before the date of the Private FDR hearing of the documentation referred to at paragraph 7 vi) above and any Counsel summaries by 12 noon on the working day before the hearing;

vii) the parties and/or their respective Solicitors' compliance with their obligations as provided for in the terms of this Agreement.

b. Further and for the Avoidance of any Doubt:-

i) in the event of the fixed fee and any agreed additional travel/subsistence costs not being received and paid as above and/or the parties having not signed a Private FDR Remote hearing Agreement by the due date as referred to herein, the matter shall be immediately vacated from Ashley Murray's diary and Ashley Murray and Ashley Murray Limited shall be under no further obligation to undertake a Private FDR hearing between the parties;

ii) in the event that Ashley Murray or Ashley Murray Limited shall receive notice by the parties and/or their Solicitors of the cancellation of the booking of the Private FDR hearing for whatever reason less than 14 days but more than 7 days prior to the date agreed as above for the hearing, one half of the agreed fee paid shall be refunded by Ashley Murray Limited. In the event that such notice of cancellation is received by Ashley Murray or Ashley Murray Limited 7 days or less before the date agreed as above for the hearing, no part of the agreed fee shall be refundable by Ashley Murray Limited. In the event of a cancellation, as referred to in this clause, any agreed costs of travel/subsistence paid shall be fully refundable unless any part thereof has been committed in advance arrangements for the purposes of the booking and is not recoverable by Ashley Murray Limited from any relevant third party.

iii) further, in the event, subject to iv) below, of Ashley Murray reasonably determining at any time that he is unable to proceed or continue with the Private FDR hearing for whatever reason, including either party's or their Solicitors/legal representatives non attendance or failure to attend the hearing promptly or either parties' or their Solicitors/legal representatives/counsel's failure to comply with the FDR preparation and/or procedure under the **FPR 2010** or the omission /failure of either party or their Solicitors/legal representatives to comply with the terms of this Agreement as set out herein, Ashley Murray's paid fee and, where non recoverable as above, any agreed costs of travel/subsistence paid shall be non-refundable;

iv) in the event that Ashley Murray is for whatever personal reason, including by reason of his or his family's personal illness, reasonably unable or prevented from conducting the Private FDR hearing, his and Ashley Murray Limited's only liability whatsoever to the parties and/or their Solicitors /legal representatives shall be the return of his fee paid as above and any agreed costs of travel/subsistence paid.;

v) In the event of the Private FDR hearing not being successful, the costs incurred by each party in relation to the Private FDR hearing (including the party's share of the Private FDR Judge's fee and costs of travel/subsistence as above) will be part of the costs of the Dispute. These costs are therefore capable of falling within the scope of any Costs Order made by the Court in litigation relating to the Dispute.

vi) Each party attending the Private FDR hearing shall bear his/her costs and expenses of participation in the Private FDR hearing (including Solicitors/legal representative costs) and unless agreed subsequently ordered otherwise by a Court, such costs will be costs in the cause.

13. SIGNATURES OF THE PARTIES AND SOLICITORS

The First and Second Party and their respective Solicitors and Ashley Murray Limited **AGREE** that by signing this Agreement he/she/they/the Company has/have read and fully understood the terms of this Agreement and **AGREE** to be bound by the Terms of the Agreement

Signed by the First Party:

.....

Signed by the First Party Solicitor:

.....

Signed by the Second Party:

.....

Signed by the Second Party Solicitor:

.....

Signed by Ashley Murray and on behalf of the Company, Ashley Murray Limited:

.....

DATED



ASHLEY MURRAY CHAMBERS

A trading name of Ashley Murray Limited registered office and address for all correspondence 7 The Oaklands, Brookside Farm, Old Lane, Pulford, Chester. CH4 9EW.

Registered in England and Wales No 09524115

Regulated by the Bar Standards Board

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