

“find and replace”:

“A\*” = short form of one party’s name  
“B\*” = short form of the other party’s name  
“X” = short form of A\* representative’s name  
“Y” = short form of B\*’s representative’s name  
“M\*” = short forms of the children’s names [*please insert “or” before the last one eg. “Fred, Mary or Tommy”*]

Then delete this heading

## **Participation Agreement to co-operate in settling family disputes**

### **The parties to this agreement**

[A\*’s full name]

of [address]

[full name of A\*’s representative (X)]

of [address]

[B\*’s full name]

of [address]

[full name of B\*’s representative (Y)]

of [address]

### **The children**

M\*

**Date:**

### **Our intentions**

1. X and Y are members of the Collaborative Practice Group and act in accordance with its principles.
2. X and Y are independent of each other and each will present and advise only their own client.

3. We will not go to court to resolve A\* and B\*'s differences.
4. We will try to think creatively and constructively to find a fair solution to all issues without court intervention (although we will ask the court to confirm agreed arrangements, if this is appropriate).
5. Our priority is M\*'s well-being, and after that the well-being of A\* and B\*.

### **Negotiation in good faith**

6. We will:
  - A) make every effort to find amicable solutions (compromising where it is reasonable to do so) that:
    - a) promote M\*'s best interests,
    - b) affirm A\*'s and B\*'s roles as parents, and
    - c) as far as possible, satisfy A\* and B\* as well as M\*
  - B) be courteous and co-operative.
  - C) be truthful, open, and honest, giving all information that may be relevant to the discussions;
  - D) jointly instruct all other professionals retained under this agreement, and include an instruction to work in a co-operative way to help resolve problems; (this paragraph will apply, for example, to family consultants, mediators, financial advisors, accountants, and valuers).
  - E) Use where appropriate Family Consultants, Mediators and such other persons as may help to promote the well-being of A\*, B\* and M\*.

7. A\* and B\* will:
  - A) try not to discuss past events;
  - B) avoid threats, inflammatory language, and accusations that do not help us solve the problems;
  - C) not denigrate or criticise the other parent in front of M\*
  - D) not involve M\* in the dispute;
  - E) promote and support a caring, loving and involved relationship between M\* and the other parent;
  - F) supply promptly (or within agreed times) all relevant information and documents;
  - G) disclose without prompting any relevant new information and documents that they receive until the agreement is approved by the court (in accordance with their duty to the court)
8. X and Y will help their respective clients to identify the information and documents that will help resolve any issues

### **Confidentiality**

9. The negotiations are confidential and legally privileged. No information about them or learnt from them will be given to the court, friends, colleagues, family, or anyone else, unless permitted by paragraphs 10, 11, 12, or 18.
10. If the Legal Services Commission funds A\* or B\* it is entitled to see their file.

11. One of us may have legal duty to report certain matters to the authorities, and may not be allowed to warn the others. This might arise, for example, if they have reason to believe that a child is suffering (or likely to suffer) significant harm.
12. A\* and B\* agree that details of the case may be used for research, education, or training (or any combination of these), but only if information which might identify the family has been removed.

### **Discussing the financial settlement**

13. A\* and B\* will not discuss the financial issues (including possible outcomes) except at face-to-face meetings with X and Y unless all four of us agree otherwise.

### **Legal and other costs**

14. A\* and B\* will each pay:
  - A) their own representative's costs in accordance with the terms of business they have received.
  - B) Half the costs of other professionals instructed under paragraph 6(E), unless otherwise agreed.
15. But:
  - A) if either A\* or B\* does not have the necessary money to pay these costs, the other will if reasonably possible provide the money, subject to repayment later (unless the repayment is waived under paragraph 14(B));
  - B) It may be agreed during the negotiations that A\* and B\* will pay some or all of the other's costs.

## **The breakdown of this agreement**

16. Either A\* or B\* can withdraw from the negotiations under this agreement at any time by telling X or Y.
17. In order to allow a cooling-off period during which X and Y will try to rescue the negotiations under this agreement, neither A\* nor B\* may start court proceedings within 21 days of that withdrawal. But this will not apply:
  - A) in an emergency or;
  - B) if A\* or B\* has broken this agreement.
18. If a court is involved in the family break-up otherwise than to process the divorce or to make an agreed order:
  - A) A\*'s and B\*'s instructions to X and Y respectively will immediately lapse;
  - B) A\* and B\* will promptly place themselves on the court record, unless they instruct new lawyers to do so;
  - C) X and Y will on request:
    - a) give their respective former clients the completed document needed to put that client on the court record which that client will file at court immediately;
    - b) help their respective former clients by providing information and documents supplied under this agreementand will be entitled to charge for so doing; but
  - D) neither X nor Y, nor other members of their firms may be involved (as lawyers or witnesses) in any court proceedings between A\* and B\*;

- E) neither A\* nor B\* may:
  - a) use in evidence X or Y's notes except to the extent that they record relevant financial information;
  - b) use any expert's report in evidence;
  - c) refer to a judge to the negotiations conducted under this agreement if that judge may impose a final order on any matter that has been the subject of the negotiations; but
- F) any information disclosed in the negotiations may be used in evidence.

19. X and/or Y will withdraw from this agreement if;

- A) Their rules of professional conduct require it; or
- B) They learn that their client has acted (or is about to act) in breach of this agreement.

20. But the representative may agree to continue if their client puts the matter right or refrains from the act.

### **Financial Negotiations**

21. The agreements reached will become binding when A\* and B\* both sign a deed of separation or a minute of order.

22. On reaching a financial settlement:

- A) we will agree who is to prepare a short summary of financial information (using the court's standard form) for the court; and

- B) A\* and B\* will agree how (if at all) X and Y are to be recorded on the court file.

**Divorce**

23. A\* and B\* will agree:

- A) Who (if either of them) may file the petition
- B) How (if at all) X and Y are to be recorded on the court file

**Issues about M\***

24. A\* and B\* will agree:

- A) how (if at all) to record the terms of any agreement reached; and
- B) if by way of court order, how (if at all) X and Y are to be recorded on the court record.

**Applicable law**

25. The laws of England and Wales govern this agreement.

A*	
B*	
X	
Y	
Date	2008

*Ref: 90.134.LVDP.general*