

Participation Agreement

(July 2021 version)

Thank you for choosing to work collaboratively together with us, your legal advisers/solicitors/our team. We are really looking forward to working with you both.

This Agreement sets out the terms for how we will work together. Please read it through carefully and we will discuss any queries you may have at our next meeting. At our first joint meeting together/at our next joint meeting, we will sign this together in acceptance of the terms set out here. The Agreement sets out important information for you about the way that we will conduct any meetings and our principles which include that:

- **it is your choice to work together with us to find solutions that will work**
- **our meetings are confidential, whoever attends them** (except for certain conditions that are set out in the Agreement)
- **Our role as your respective legal advisers/solicitors is to assist you in reaching a solution together**
- **the decisions are yours to make having received advice from us**

Working collaboratively is a more informal way of discussing options and working towards constructive solutions. We always have your family in mind and consider how these solutions would work for each of you [and your children].

As the two lawyers assisting you in this process, we will work with both of you to ensure comfortable arrangements for our round table meetings. If at any time, you have a concern or worry about anything that is said or how the meeting is being conducted, we hope that you will feel able to raise it with either or both of us so that we can make sure we have dealt with your concern.

Working collaboratively also means that we can access others in our team of professionals who may be able to assist you to reach a satisfactory outcome. We will decide together how other professionals can be appointed in this process. Please also refer to the 'Helping you to get the best solutions - working collaboratively' document for more detail.

Code of Practice

We are members of Resolution. We are guided and bound by the Resolution Code of Practice. You can access a copy of the Code here: www.resolution.org.uk/looking-for-help/code-of-practice/

How we work and will conduct meetings

- 1. Our role is to assist you both** to consider the ways of finding solutions for your future arrangements for you both [and your children]. We will normally achieve this by talking together in meetings. We will help you both to explore the options and choices you may have. Our aim is for you to both reach a decision that works for all of you. NB That might not be the same as a solution arrived at by a court.
- 2. We work as part of a team of professionals. Their role is to assist you** in having the right information, advice and support to reach decisions cost efficiently, effectively and sensitively. If/where we have decided that other team members will be involved in helping you, they will also sign this agreement and will be committed to the arrangements set out here.
- 3. Working together collaboratively commits us all to work in good faith and with integrity.** Our role is to assist you both in keeping your focus on the future, to finding solutions that are considered fair by you both and which focus on the interests of your children if you are parents.

We will assist you both step by step in this process by:

- Helping you to compile the information you need to have so that you are both able to reach informed decisions together.
- Helping you both to be open and honest in your discussions and to allow queries to be asked and answered transparently.
- working with you individually to ensure that we understand what is important to you and what will help each of you to come to discussions together comfortably.
- helping you to think about how you might talk to others who may be involved or will be affected by any decisions you make together (including family members and any children).

We ask that you commit to hearing the other's perspective and concerns and that you each take a creative and constructive approach in any discussions.

4. The choices and decisions are yours.

- a) Our aim is that with the benefit of our advice and assistance, whether in joint or individual meetings, it will be possible for you to reach a solution that will result in a binding outcome that will work for you.
- b) Whilst we have all committed to working collaboratively, if we reach a situation where it is clear that we are unable to reach solutions or an outcome, we will talk to you about the alternative ways available to you to resolve matters. As the choices and decisions are yours to make, and we appreciate that you would prefer to be able to resolve matters together, we will always look to help you both to find ways of reaching an outcome without having to use Court proceedings, other than to finalise any agreement you reach in an appropriate way. There are a number of ways in which we can work together with other professionals or services to help you reach decisions as part of working collaboratively, for example, asking a barrister to provide an early neutral evaluation of the situation or using arbitration to resolve an issue may be helpful. Whatever your needs, we will do our best to help you.

[The following para. may be added if you have agreed that arbitration should be considered ahead of starting to work collaboratively]

- c) We have agreed together that we will keep the option of using arbitration under review. We have mentioned arbitration as an additional and useful way of resolving any issues arising from your discussions which aren't resolved through working collaboratively together. As explained to you, arbitration allows you to appoint an arbitrator of your choice who can provide a binding outcome in respect of any issues you wish to resolve.
- d) As our professional commitment is to work collaboratively with you to reach an outcome, please note that if it is your choice to resolve things via contested proceedings at Court, we must step down as your advisers/solicitors. Neither of us or any member of our respective firms may be involved in any contested proceedings between you. However, we will provide you with information about other specialist family lawyers who may be able to assist.
- e) With your permission, we will ensure that any new solicitor you each appoint can be provided with any information (either that which is privileged or in respect of financial disclosure) that you agree can be shared. (Please note there is a charge for this.)

5. It is very important to us that you are able to discuss matters freely and without risk of threat or harm.

It is extremely important that you let us know (by talking with your own adviser) if you feel unsafe or concerned at discussing matters in front of the other person.

Confidentiality and privilege

6. Each of us will agree with you and respect the confidentiality which applies in any discussions that we have individually and will check what information you are content to share in your joint meetings with you before each meeting.

As your advisers, we will discuss with you when information you might have shared with us individually needs to be shared in joint meetings because, for example, it may have an effect for any decisions you are seeking to make together.

We ask that you respect the arrangements for confidentiality set out in the following paragraphs.

7. It is important to know that all your financial information is provided on an "open" basis, which means that it can be used in court. This may be in support of a consent application made by either of you or in contested proceedings.

Completing your financial disclosure will help your discussions together to reach an agreed decision on your financial matters and the drafting of a consent order as a binding outcome.

We will also assist you in writing a budget of future spending which will be privileged until such time as you both agree to waive that privilege so that e.g. a court might see it as a proposal of your future spending arrangements and affordability.

8. Conversations, any communication and information about possible options, proposals and the terms of any financial settlement are on a "without prejudice" and confidential basis, which means they cannot be referred to in court or at arbitration (except by order of the court, or agreement between us all or where the law imposes an over-riding obligation of disclosure on any or all of us).

Working collaboratively means that you are able to share ideas and proposals that you may have thought about as possible options for resolving things without having to be concerned that that information might be used against you in any way.

It also means that it is only if both of you agree to waive that privilege that you might do so and allow a court to know any details of your possible options, proposals and terms of your agreed financial settlement.

However, the actual discussions in meetings whether individually or when we are working together remain confidential between us and Courts will normally uphold that confidentiality unless there is an over-riding right or obligation of disclosure in law.

We therefore ask that you agree (in signing this document) that you will not seek to call any of the professionals to give evidence as to your discussions other than to confirm whether an agreement exists.

This does not affect your rights in relation to data protection.

A team approach

9. We offer a team approach in the way that we work.

If you choose to have advice or support from other professionals in the team, either as part of our joint meetings or alongside it, we will discuss with you how and if any information might be shared between all of us.

We will not discuss with other team members/contact other professional/s working with you without having your joint Agreement first.

10. We have a responsibility to ensure the safety and protection from harm of children and vulnerable adults. It is important that you know that these arrangements for confidentiality and privilege **will not apply** if it appears that a child or other person is suffering or likely to suffer significant or serious harm.

If this happens, I/we would normally, as far as practicable and appropriate, discuss with you what will happen before taking any action to contact an appropriate agency or authority.

This exception will also apply if either of you intend or have taken any action that would fundamentally affect existing arrangements agreed by you both in respect of your children.

11. Generally, we are required to have regard to and comply with relevant law/s and regulations that relate to any obligation to make a disclosure to the relevant authority/ies. Therefore, arrangements for confidentiality and privilege **will also not apply** if information is shared with me/us about any intention to commit an unlawful or criminal act or where I suspect that I may

be required to make disclosure to the appropriate authority under the Proceeds of Crime Act.

Professional advice and outcomes

12. Any significant decisions arrived at in our meetings will usually be turned into a binding Agreement *and add if appropriate (usually a Consent Order) OR please use appropriate other description if required.* We will discuss with you the most effective way of ensuring that you reach a binding outcome from your discussions and decisions together.

Ending this agreement

13. Our aim is that this Agreement will end when you have reached an outcome together or by agreement between us all, having decided on an alternative means forward.

If either of you wish to withdraw from this agreement, you may do so by providing 7 days' notice to either or both of us (or any other professional/team member who is signed to this agreement).

We also reserve the right to end this agreement if there is a breach of the agreed arrangements between us which we are unable to address and resolve.

We appreciate that there may be situations where notice is not possible or reasonable because of an emergency for example, in which case, the agreement will be regarded as ended with immediate effect.

Concerns and complaints

14. We hope that our work with you will be satisfactory to you both and will assist you in reaching decisions for your future.

We ask that any concern you may have as to the service provided by either or both of us is raised with your individual solicitor/adviser in the first instance.

If we are unable to resolve this with you directly or otherwise, each of our firms has a complaints procedure and we will provide the relevant information to each of you.

If it does not prove possible to settle things using that procedure, you may then refer your complaint to Resolution for consideration in accordance with

their complaints procedure. You can see the Resolution complaints policy on their website www.resolution.org.uk.

Concerns that you have with any other members of the team who have been appointed to work with us, should in the first instance, be addressed to them individually.

15. In certain circumstances, it may be possible for you to refer your complaint to another external complaints handler such as the Legal Ombudsman (www.legalombudsman.org.uk) or the Solicitors Regulation Authority (SRA) (www.sra.org.uk). Further information is available on the website links.

Data protection - important information for you

16. **Data protection protects the privacy of information about you and how it might be used, shared or stored.**

Our Privacy Notice/Policy sets out our commitment and the arrangements for the collection, use, storage and destruction of any information provided by you individually or together.

Ensuring that your personal data is managed professionally and lawfully is important to us. If you have any concerns about any aspect of Data Protection and your own personal data, we ask that you raise it with us, individually so that each of us can provide you with the information you need.

Means of working with you

17. **If we have arranged to work remotely** or in a way that includes both remote working and attended meetings, in signing this agreement, you have also agreed to the arrangements set out in the attached addendum.

Mutual commitment

18. It is important to us that you receive a service which you can value. We will do our best to help you both. We ask you both to give your commitment to working together with the aim of reaching an outcome that will work for your future.

Dated the day of 202

I/We confirm that we have understood the arrangements set out in this agreement and which have been explained to us by our respective legal adviser/solicitor

Signed:	
Name:	

Signed:	
Name:	

Signed:	
Solicitor :	

Signed:	
Solicitor:	

Team members/other professionals

Signed:	
Name:	

Financial Neutral

Signed:	
Name:	

Family Consultant/Coach

Signed:	
Name:	

Collaborative Counsel

Signed:	
Name:	

Mediator

Signed:	
Name:	

Arbitrator