

Civil & Commercial Conversion and Advanced Family Mediation Training



The mediation of commercial and civil disputes draws on many of the skills that family mediators have. However, it follows a different model and approach from family mediation and uses some of the mediator's skills in a different and sometimes unfamiliar way.

Civil and commercial mediation: In order to qualify as a civil and commercial mediator, family mediators generally have had to "start again" on the training route, which inevitably involves some duplication of time and expense. However, the ADR Group, one of the UK's leading legal and commercial dispute resolution companies, has devised an innovative course that recognises the skills of qualified family mediators and enables them to transfer that knowledge and experience into the civil and commercial arena.

Advanced family mediation: The course will examine effective ways in which civil mediation strategies including shuttling and maintaining separate confidences can be used to enhance family mediation practice through a "hybrid mediation" process.

"Refreshing, inspiring, encouraging, informative and challenging"

Really informative and comprehensive with a good balance of theory and practice"

Our Trainer

Henry Brown FMA co-founder & Vice-President; Resolution's first Director of Mediation; PIM Senior Member Emeritus; CEDR accredited; Member of the (New York) CPR Institute's International Panel of Distinguished Neutrals. Co-author of "ADR Principles & Practice" and "Managing Difficult Divorce Relationships".

Who should attend?

Family mediators who wish achieve dual accreditation and the possibility to practise in the area of civil and commercial mediation.

Once qualified as an ADR Group Civil and Commercial Mediator, delegates will have the opportunity to join our national panel of mediators.

In addition, they may choose to join ADR Group's panel of dual trained specialist mediators who understand the challenges of dealing with family arrangements and complex family finances and are keenly aware of the highly charged emotional dynamic that can arise when couples separate and divorce. ADR Group's Hybrid Mediation Service, using only dual qualified mediators, has been developed to provide a sensitive, sophisticated and business-like approach to addressing and resolving these issues.

If your **only** tool is a hammer, every **problem** looks like a nail.

ABRAHAM MASLOW

Learning Outcomes

This course is fully recognised by the Law Society, Bar Council and Civil Mediation Council and will qualify family mediators to work in a wide and general range of civil and commercial disputes. The course focuses on the breakdown of commercial, professional and personal relationships including partnership, shareholder, family business and inheritance disputes. It will comprise talks and discussions in small and plenary groups, video/demonstration, exercises, role plays and written material.

Through participation in role plays, delegates will have the opportunity to explore, develop and demonstrate their skills and improve their expertise and confidence in mediating commercial disputes. Those who successfully complete this phase will be awarded a '**Certificate of Accreditation**' confirming completion of ADR Group's Accredited Mediator Training Programme.

Continuing Professional Development

24 Hours – Solicitors Regulation Authority, Bar Council and Civil Mediation Council.

Course Date, Location & Timings

London 13-15 October 2010
9.30am – 5.30pm on all 3 days

Course Cost

* Members £1,327.⁵⁰ + VAT (£1,559.⁸¹ incl)
Non-members £1,475.⁰⁰ + VAT (£1,733.¹⁵ incl)

* ADR Group and FMA members are entitled to a 10% discount.

Family to Civil & Commercial Mediator Conversion and Advanced Family Mediator Training Programme 2010

NAME:			
JOB TITLE:			
COMPANY:			
ADDRESS:			
TELEPHONE:		DX:	
FAX:		EMAIL: **	
MOBILE: *		** Confirmation of your booking along with joining instructions and an invoice will be sent to you by e-mail unless you specifically request otherwise (see below) <input type="checkbox"/> I would prefer to receive correspondence by Post/DX to address above.	
* A text may be sent to your mobile number in the event of last minute changes to the venue/date			

COURSE OPTIONS	COURSE REF	LOCATION & DATE	tick	COST	
Three days face to face classroom based training to include tea/coffee, lunch, materials and assessment	FCL131010	London 13-15 October 2010	<input type="checkbox"/>	FMA Member	£1,327. ⁵⁰ +VAT
			<input type="checkbox"/>	Non-Member	£1,475. ⁰⁰ +VAT
TOTAL inc VAT				£	

LONDON COURSE VENUE	
Landmark Chambers, 180 Fleet Street, London EC4A 2HG www.landmarkchambers.co.uk Tel: 020 7430 1221	

With which organisation did you do your family mediator training with, and when? _____ / ____ / ____	If accredited, with whom? _____	
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Please indicate the nature and extent of your family mediator experience: _____

Bookings made less than 40 days in advance of a course commencing must be accompanied by the full fee

I acknowledge and agree to the ADR Group Terms & Conditions (as detailed on page 2)

Participant's Signature: _____

Please let us know if you have any special dietary or other requirements:

Please let us know how you heard about ADR Group:

ADR Group Terms & Conditions

Receipt of your duly completed and signed Booking Form by ADR Group denotes your acceptance of these terms and conditions.

Acceptance

Your acceptance on the course is subject to receipt of a completed application form and full payment of the appropriate course fee. Course places will be allocated in date order of receipt of completed application forms. ADR Group's decision is final. Your acceptance will be confirmed in writing.

Payment

Course fees are payable in Pounds Sterling and all are exclusive of VAT unless otherwise stated.

Attendance and Participation

When you register to attend the course you make a commitment to complete all necessary course work to the best of your ability. Attendance on all course dates is compulsory. Delay in completing or submitting any required coursework or assignments may result in delay of the final assessment.

Joining Instructions

Joining instructions and full course information will be sent to the contact address or email contained in the application form.

Course Materials

At the commencement of the course you will be provided with course materials. Where appropriate you will also be provided with advance/pre-course learning through distance learning, CD-rom or web-based programmes. Ownership of all intellectual property rights in the course materials belongs to IDR Europe Limited. Although all necessary care and attention has been taken by ADR Group to ensure accuracy, neither we nor the course tutors can in any circumstances accept responsibility for any errors, omissions or advice given in the course materials or during the delivery of the course itself. Course materials are intended for general training purposes only and independent professional advice should be sought before applying any information to specific circumstances.

Transfers

After acceptance on a course delegates may transfer to a later course subject to availability. Notice to transfer must be in writing. If notice to transfer is received at least 21 days prior to the commencement of the course, no transfer fee will apply. If notice to transfer is received less than 20 days prior to the commencement of the course an administrative charge of 15% of the course fee will be levied. If the transfer is subsequently cancelled or the delegate fails to attend, the full course fees including the transfer charge will remain payable.

Cancellation

Notice to cancel must be in writing. If notice to cancel is received at least 21 days prior to the commencement of the course, a cancellation charge of 10% will be levied. If notice to cancel is received less than 20 days prior to the commencement of the course, we regret that we cannot refund the course fee. ADR Group will accept a 'replacement' delegate subject to an administrative charge of 15% of the course fee. If the transfer is subsequently cancelled or the delegate fails to attend, the full course fees including the transfer charge will remain payable. ADR Group reserves the right to make amendments to the course (including dates, programmes, tutor and/or materials) or to cancel the course without liability. Should the course be cancelled by us, delegates will be offered a place on an alternative programme, or a credit or full refund of the course fees only will be given.

Data Protection

ADR Group acknowledges that data supplied to it for the purposes of this agreement may comprise personal data. The delegate hereby appoints ADR Group as a data processor in relation to the personal data. For the purposes of this clause, 'personal data' will have the meaning given it in the Data Protection Act 1998. ADR Group undertakes that it will:

- i) use the personal data solely for the purposes of this agreement and solely in accordance with the instructions of the delegate; and
- ii) act only on instruction from the delegate; and
- iii) ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss, or destruction of, or damage to such personal data.

Force Majeure

ADR Group will be released from its obligations under this agreement to the extent that performance of such obligations is delayed hindered or prevented by an event of force majeure provided that:

- i) on becoming aware of any event of force majeure which gives rise, or which is likely to give rise, to any failure or delay in the performance of its obligations under this agreement, it notifies the delegates by the most expeditious method available, giving details of the event of force majeure, the obligations on its part which are affected and its reasonable estimate of the period for which such failure or delay shall continue; and
- ii) it takes all reasonable steps to prevent, avoid, overcome and mitigate the effects of such event of force majeure.

General

The agreement and the provision of training services shall be governed and construed according to English Law.