

Civil & Commercial to Family Mediator Conversion & Extending the Practice Model

Family mediation follows a different model and approach from civil and commercial mediation and uses some of the mediator's skills in a different and sometimes unfamiliar way. Couples seeking to resolve their issues on separation and divorce have very different needs and issues from parties disputing civil and commercial issues.

Family mediation: Family issues may not be "disputes", but rather family re-ordering, including making decisions about separation, homes, children's needs and parental responsibilities, agreeing and making capital, property, pension and income adjustments, and planning future security. There may be additional complications such as domestic abuse, children with special needs, complex trust or business arrangements and/or issues with extended or step families. Special attention is needed for TOLATA cases (Trusts of Land) involving unmarried couples.

This course is designed specifically for civil-commercial mediators who wish to work in the family field and draws on their experience and skills in helping them to work in a different way that is appropriate to these different dynamics.

Extending civil-commercial mediation

practice: The course will examine effective ways in which family mediation strategies including staggered sessions, extended joint meetings and working more effectively with emotional issues can be used in civil-commercial mediation.

Our Trainers

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

Colin Smith - Family Lawyer; Member of Law Society Mediation & London Court of Appeal Mediation Panels; ADR Civil/Commercial Accredited Mediator; ADR Family Hybrid Panel Member; member of the Anglia Ruskin University Legal Practice Course Panel; Essex Family Justice Council Mediation Committee Member and Family Mediators' Association Chair.

Who should attend?

Civil & Commercial mediators who wish to extend their practice by achieving dual accreditation and the opportunity to practice in the field of family mediation

Learning Outcomes

This course is recognised by the Law Society and Family Mediation Council and will qualify mediators to work in the field of divorce mediation. It addresses marriage breakdown, with a special focus on complex and high value financial issues and working with high conflict couples; and mediating unmarried couples. It will comprise distance learning, talks and discussions in small and plenary groups, video and/or demonstrations, exercises, role plays, a drafting exercise 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 family issues.

Those who successfully complete the course will be awarded a **Certificate of Completion** of Family Mediator training recognised by the Family Mediation Council and its member bodies, and by the Legal Services Commission and the Ministry of Justice; and those with appropriate dual qualifications may be able to join the ADR Group's Hybrid Panel of mediators.

Course Date, Location & Timings

27-29 October and 30 November 2010
London
9.30am - 5.30pm on all 4 days

Continuing Professional Development

40 Hours - Law Society of England & Wales; Bar Council; Civil Mediation Council; and Family Mediation Council

Course Cost

Non-members £1475.⁰⁰ + VAT (£1733.¹³ incl)
Members £1327.⁵⁰ + VAT (£1559.⁸¹ incl) *

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

Please complete the attached booking form and either fax back to 0117 946 7181 or post back to
ADR Group, Grove House, Grove Road, Redland, Bristol, BS6 6UN.

BOOKING FORM

Civil & Commercial to Family Mediator Conversion & Extending the Practice Model Training 2010

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|--|--|--|--|
| 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) | |
| * A text may be sent to your mobile number in the event of last minute changes to the venue/date | | <input type="checkbox"/> I would prefer to receive correspondence by Post/DX to address above. | |

| COURSE FEE INCLUDES | COURSE REF | LOCATION & DATE | tick | COST | |
|---|------------|--|--------------------------|------------|----------------|
| Pre and mid course reading and exercises, four days face to face classroom based training to include tea/coffee, lunch, materials, assessment and certification | CFL271010 | London 27-29 October 2010 & 30 November 2010 | <input type="checkbox"/> | ADR Member | £1,327.50 +VAT |
| | | | <input type="checkbox"/> | Non-Member | £1,475.00 +VAT |
| TOTAL inc VAT | | | | £ | |

| | |
|---|--|
| LONDON COURSE VENUE | |
| Clerks Room, 218 Strand, London WC2R 1AT www.clerksroom.com.co.uk Tel: 020 7353 3936 | |

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|---|---------------------------------|
| Which organisation did you train as a civil/commercial mediator with, and when? _____ / ____ / ____ | If accredited, with whom? _____ |
|---|---------------------------------|

Please indicate the nature and extent of your civil/commercial mediator experience:

Please list your academic and professional qualifications:

Have you done any divorce work or training? If so, please outline briefly what and when:

Please indicate whether you have any knowledge of family law and divorce procedure. (The course will include a distance learning element of this.)

Family mediation can be publicly as well as privately funded. Do you anticipate that you are likely to undertake publicly funded family mediation and seek a franchise from the Legal Services Commission? (An optional session is available on the course to outline public funding requirements.)

Do you anticipate being able to incorporate family mediation into your current practice or workplace? Please briefly outline your aspirations:

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

Please let us know how you heard about ADR:

Bookings made less than 40 days before 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: _____

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. Course places will be allocated in date order of receipt of completed application forms and full payment of the appropriate course fee. 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.