

Preparing for your preliminary conference

The conference settles the terms of your arbitration agreement and sets the timetable. Working through this beforehand means nothing is missed on the day.

MATTER

REFERENCE

COMPLETED BY

DATE

The arbitrator may ask for this to be provided before the conference. If it is, send it to the arbitrator and to the other party at the same time: an arbitrator cannot receive anything from one party alone, so everything you write here will be seen by the other side. Nothing you tick or write binds you — it tells the conference where to start.

1 BEFORE THE CONFERENCE

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| ☐ I have read the draft arbitration agreement | ☐ I have served a Financial Statement on the other party |
| ☐ I have a lawyer who can advise on it — they will need to sign it | ☐ I have served the supporting documents — those the court rules require |

2 THE ISSUES TO BE DECIDED

The agreement has to say exactly what the arbitrator is being asked to decide. Anything left off cannot be dealt with later without agreement. Tick what applies, and the sub-issues that are genuinely in dispute. Parenting and child support cannot be arbitrated at all.

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| ☐ Property settlement <ul style="list-style-type: none">☐ What is in the asset pool, and what it is worth☐ Valuation of a particular asset (say which)☐ Superannuation, and whether it should be split☐ Liabilities, and who bears them | ☐ Contributions, financial and non-financial |
| ☐ Spousal or de facto maintenance <ul style="list-style-type: none">☐ Whether it should be paid at all☐ How much, and for how long☐ Periodic payments, a lump sum, or both | ☐ Current and future circumstances of each party |
| | ☐ Money spent or dealt with since separation |
| | ☐ Whether any adjustment is just and equitable |
| | ☐ Other financial questions |
| | ☐ The effect of a financial agreement |
| | ☐ Setting aside a transaction made to defeat a claim |
| | ☐ An interest claimed by someone else |
| | ☐ Costs |

3 WHAT IS ALREADY AGREED

Anything the two of you have already resolved does not need to be decided. Be specific, and say if it has been recorded anywhere.

4 WHEN AND WHERE

The agreement has to record the date, the time and the place. The conference cannot settle these without knowing what suits you.

In person or online?

- ☐ In person
- ☐ Online
- ☐ Either

Where would suit?

A city, a regional centre, or a venue you have in mind.

Dates that will not work

Work, travel, care arrangements, anything booked.

5 HOW IT SHOULD BE DECIDED, AND HOW LONG IT WILL TAKE

☐ On the documents No hearing at all. Suits a matter where the facts are largely agreed.	☐ Documents and argument No oral evidence, but your lawyers make submissions.	☐ A full hearing Oral evidence and cross-examination.	☐ Not sure yet The arbitrator will talk this through with you both.
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How long would it take? Half a day, a day, longer. An estimate is enough.	Who would need to give evidence? Only relevant if there is to be a hearing with oral evidence.
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6 EVIDENCE AND EXPERT REPORTS

The agreement has to record how documents and affidavits will be exchanged, and how any expert evidence will be obtained and dealt with.

What will you rely on? Documents, your own affidavit, anyone else's.	What needs valuing or reporting on? The asset or question, and who would obtain the report.
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☐ Some disclosure is still outstanding — note what, below

☐ A subpoena or order may be needed

7 COSTS

The agreement has to record the estimated cost of the arbitration, how the two of you will share it, and your agreement to pay your share within 28 days of the award. Arbitration costs are shared equally unless you both agree in writing to something different.

☐ I understand what the arbitration is likely to cost	Anything to raise about costs?
☐ I understand the costs are shared equally by default	

8 ANYTHING ELSE

Arbitration depends on both of you being able to take part properly. **If anything would make that hard or unsafe for you** — the other party, your health, or anything else — speak to your lawyer, or raise it at the conference.