

## **Private Neutral Evaluation & Financial Dispute Resolution Appointment ("PNE&FDR")**

Dear \_\_\_\_\_,

Thank you for your interest in instructing me to undertake a PNE&FDR in your case as an evaluator. This letter sets out the essential principles which we agree will apply to the PNE&FDR service which I offer, which I will conduct at a PNE&FDR appointment ("the Appointment") on a date to be arranged.

### **Principles**

1. My priority will be to facilitate negotiations by reading the documents that I am sent, listening to submissions and orally providing my evaluation(s) of the likely outcome or range of outcomes on the live issues between the parties. I will not act as a mediator but my focus will be on providing my evaluation(s) to assist the parties to negotiate a settlement.
  
2. I will act in a fair and impartial way throughout. This will include:
  - a. **Neutrality:** I will provide the parties with my neutral and impartial assessment of the merits of their respective cases in respect of the live issues and will give each party a fair and reasonable opportunity to explain their case and to answer the case of the other party. At the end of the Appointment I will have no further involvement in dealing with the dispute save to conduct a further PNE&FDR or provide a further evaluation if all concerned agree that (to be the subject of fresh agreement superseding this one).
  
  - b. **Confidentiality:** I will keep the information provided to me by the parties entirely confidential to the parties and their legal representatives. This will include not entering into any communication about the substance of the FDR with one party to the exclusion of the other.
  
  - c. **Transparency:** if there is anything within the papers or if I have any connection to any of the parties' legal representatives which might be perceived to affect my neutrality then I will make that known promptly to both parties through their legal representatives.
  
3. I will not provide legal advice to any party, although naturally I will apply my general and specialist legal knowledge to the case before me.

## Procedure

4. Unless otherwise agreed the bundle (limited to 350 pages, not including position statements) will be sent to my chambers electronically by no later than 4pm three clear working days before the Appointment. Position statements / skeleton arguments must be provided by no later than 11am on the working day prior to the Appointment.
5. The parties are invited to be guided by FPR PD 27A as to the contents of the bundle, but are free to agree the contents as they see fit. However, I do require that the bundle should contain a case summary, chronology and statement of the issues on which my evaluation is required, and for each party to provide a position statement / skeleton argument addressing the live issues and copies of any authorities on which they rely.
6. The format of the Appointment will be broadly similar to a court-based FDR and may be conducted remotely or in person at an agreed venue. I will engage with the oral and written submissions made to me fairly and, where appropriate, robustly, before providing my oral evaluation of the live issues as defined by the statement of issues. I will not hear evidence or determine disputed issues of fact.
7. After providing my evaluation in the earlier stages of the Appointment, I will invite the parties and their representatives to return to my room during the day (not separately) and make further submissions, if they consider that my further evaluation would assist their negotiations. I will be available to the parties from 9am until 5pm on the day of the Appointment.
8. If the parties reach agreement on some or all of the live issues, I will be happy to provide neutral input on formalising their agreement, although I will not be responsible for drafting heads of agreement, consent order or other formal document.
9. If my written evaluation and / or my further assistance with negotiations is required following the Appointment and I consider that appropriate in the context of the case before me, a separate fee will require to be agreed.
10. Any communication between a party and me in connection with the PNE&FDR process must be disclosed to and copied to the other party. The entirety of the PNE&FDR process will be without prejudice between the parties.

## **Pricing**

11. My fee for sitting as a PNE&FDR Evaluator will be between £2,000 and £3,500 + VAT, depending on the weight of the dispute and the number and complexity of the issues on which my evaluation is required. The fee will include pre-reading before the hearing of the bundle, position statements / skeleton arguments and authorities. Any additional pre-reading or additional time spent on the day of the Appointment outside 9am to 5pm will be charged at the rate of £350 + VAT per hour.
  
12. The deemed deadline will be 4pm three clear days before the Private FDR Appointment. If the hearing is cancelled or rescheduled after the deadline, the full fee will be incurred and become payable.
  
13. My fee must be paid by the earlier of the deemed deadline or my receipt of the bundle (unless otherwise agreed) and can be paid by BACs transfer or debit card.

## **Private Neutral Evaluation**

14. If required, I will be glad to provide a PNE service, to which paragraphs 1 to 6 and 9 to 13 will apply, but not paragraphs 7 to 8. The Appointment will end following the provision of my oral evaluation. The fee for a PNE will generally be less than the fee for a PNE&FDR.

Yours sincerely...