



# SEMINAR ON FAMILY MEDIATION PRACTICE 2024

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FAMILY COURT

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# **Part 1 : What should be taken into account when drafting Mediated Settlement Agreement?**

# What will happen after Litigants in Person settle the matter through mediation?

- Mediator drafts a Mediated Settlement Agreement
- Mediator is not parties' legal adviser. Parties need to/ should have had the opportunity to seek independent legal advice before signing the Mediated Settlement Agreement.
- After signing the Mediated Settlement Agreement, parties will usually submit a copy of Mediated Settlement Agreement to the Court.
- How the Court will approach the Mediator Settlement Agreement submitted by litigants in person?

# Mediated Settlement Agreement vs. Consent Summons vs. Minute of Consent Order

- Mediated Settlement Agreement: Sections 2 and 4 of Mediation Ordinance (Cap. 620)
- Consent Summons: Section 114 of Matrimonial Causes Rules (“MCR”) (Cap.179A)
- Minute of Agreed Order: Practice Direction (“PD”) 15.4

# Difference between Mediated Settlement Agreement vs. Consent Summons

- **Mediated Settlement Agreement:**  
a record of consensus of the parties, with no specific format
- **Consent Summons:** with specific format, preamble and orders in relation to arrangements for the care of children/ ancillary relief / costs. When the Court approves the Consent Summons, it will turn into a Court Order.

# **Broad Principles in drafting Consent Summons**

# Why does a mediator need to understand the broad principles of drafting Consent Summons?

- Terms of the Consent Summons are mainly based on the terms of Mediated Settlement Agreement
- To understand the concerns of the Court when approving Consent Summons, so to avoid making agreement terms that may not be approved by the Court/ understand why some terms could not be included as Court orders.
- However, mediators are not required to draft a Mediated Settlement Agreement in the format of a Consent Summons. It is also not suggested to attach the Mediated Settlement Agreement in the Consent Summons.

# How will the Court approach Mediated Settlement Agreements submitted by Litigants in Person?

Let's understand the principles of drafting Consent Summons, the law and the concerns of the Court in granting an Order first before answering this question



# Broad Principles (1)

## Format

- Separate sections of Preamble and Court Orders
- If a provision can be made by way of a court order, it should not be made by way of an acknowledgment / agreement / undertaking in the Preamble session.

# Broad Principles (2)

## Court's Powers

- Orders prayed for should be within the statutory power of the Court to make (PD 15.8, paragraph 2) - Sections 4, 5, 6 and 6A of Matrimonial Proceedings and Property Ordinance (“MPPO”) (Cap.192)
- Court exercises its discretion after having regard to matters set out in Section 7 of MPPO
- Court is constrained by provisions under Sections 9, 10 and 25 of MPPO, and by Section 11 of MPPO in applications for variation of maintenance.

# Broad Principles (3)

## Court's Powers (A few examples)

Should be put under Preamble section	Should be put under Orders section
雙方同意及確認不會向女兒說對方或對方家人的不是	管養、照顧及管束
男方向法院及對方承諾直接向女方現時租住的住所之業主支付租金	配偶定期付款
男方向法院及對方承諾家庭子女的學校費用由男方承擔及直接向家庭子女就讀的學校繳付費用	家庭子女定期付款
整筆付款（絕對離婚令之前支付的部分整筆付款） （通常是簽署協議或同意傳票時支付的）	整筆付款（絕對離婚令之後支付的部分整筆付款）
售樓前或轉讓物業前的安排，例如誰支付按揭、管理費、水電煤開支等等	售樓令 / 物業轉讓

# Broad Principles (4)

## Specificity, Enforceability and Finality

- Orders prayed in Consent Summons must be drafted in clear, certain and unambiguous terms for compliance.
- Agreed terms in an order will usually be justified only where they are in a form capable of subsequent variation or enforcement (PD 15.8, paragraph 2).
- Without an order dismissing parties' claims for all ancillary relief, there is no finality on the matter.

# Preamble (1)

## Full and Frank Disclosure

- Good practice to have provisions stating that the terms in the Consent Summons are agreed on the basis of full and frank disclosure of parties' financial means; and that properties being owned by them respectively or being held under his/her name shall remain unchanged and other party shall have no claim on them.
  - ✓ E.g. 雙方已經全面、詳盡而誠實地披露己方的經濟狀況資料。雙方確認免除要求對方作出進一步經濟狀況的披露。
  - ✓ E.g. 雙方確認各自保留在其名下的資產(包括但不限於銀行戶口的現金、物業) 及負責自己在本申請簽訂日期之前或其後的一切的各自債項及負債。

# Preamble (2)

## Beware of Voluminous Preamble Paragraphs

- Beware of voluminous preamble paragraphs on matters that are not related to ancillary relief and/or children (such as how the parties are going to deal with the furniture or parties' pets in winding up their marriage), those agreements should not be included in the Order. These agreements and acknowledgements may be made by way of a separate Agreement to be signed by the parties and such Agreement should not be attached to the Consent Summons.
- Parties also need to be reminded and reflect that with voluminous preamble paragraphs and undertakings, whether the parties will be able to follow the detailed arrangements set out in the paragraphs?

# Preamble (3)

## Example of Voluminous Undertakings

Background: Daughter is 7 years old. Female Party has care & control and Male Party has reasonable access.

1. 女兒之生活費及教育費：
  - 1.1 男女雙方承諾共同負責女兒之生活費及教育費，直至女兒十八歲或完成全日制教育為止，而兩者以較後者日期為準。
  - 1.2 男女雙方同意及承諾，男方會負責支付女兒的電話及上網費用、午餐(直接向學校繳交)、50%晚餐費用，50%生活雜費，作為女兒的生活及教育費。
  - 1.3 男女雙方同意及承諾，女方會負責支付女兒的居所的租金費用、水、電、煤費用、早餐及50%晚餐費用、50%日常生活雜費，學校 E-Class 及校內活動費用，作為女兒的生活及教育費。
  - 1.4 男女雙方同意及承諾，以實報實銷的形式，共同分擔支付女兒每月課外活動費用(補習班、街舞班、畫畫班)。雙方同意比例為男方支付70%，女方支付30%。如上述提及的課外活動費用日後有所增加，雙方同意用此7:3的比例支付相關差額。若女兒日後再有額外的課外活動或興趣班，須經男女雙方同意後才會報讀：所需費用以實報實銷形式支付，雙方同意用此7:3的比例支付相關費用。
  - 1.5 男女雙方同意及承諾，如女兒需接受醫療服務，會以實報實銷形式，平均支付女兒的醫療費用。
  - 1.6 雙方同意及承諾，如日後女兒隨女方回家鄉探親或外遊，女方會負責全部的機票、食宿相關生活及活動費用。同樣地，如男方帶女兒外遊或探親，則由男方負責全部的機票、食宿相關生活及活動費用。

# Preamble (4)

## Example of Voluminous Undertakings

Issues to Note:

1. Is it easy to quantify 50% of dinner expenses and miscellaneous expenses?
2. What is the arrangement of the reimbursement?
3. Will it be too complicated for the parties if they need to reimburse different items in different ratios? Is reality check needed for this part?
4. Is it possible to calculate a specific amount and treat it as a child periodical payment to be paid by the Male Party to the Female Party?



# Preamble (5)

## Background Information

- It is unnecessary to put background matters in the preamble of the Consent Summons, background information about the parties' finances could be provided separately by filing Form E or by way of joint letter for Court's consideration.
- Land search record from Land Registry and/or relevant records from Companies Registry may be required to be provided to the Court separately.
- In a Mediated Settlement Agreement, it is acceptable to put simple background information in the first part of the Agreement.

# Preamble (6)

## Acknowledgment, Agreement and Undertaking (確認、同意及承諾)

- Should be concise and unambiguous
- Acknowledgment and Agreement vs. Undertaking

Acknowledgment and Agreement	Undertaking to Court
May not be legally enforceable	In the event of non-compliance, <b><u>it is enforceable by committal</u></b> – With this type of undertaking, care should be taken to see that it is in sufficiently precise terms to be enforceable (PD 15.8, para. 2(b)).
	<b><u>Undertakings cannot be enforced in Mainland courts</u></b> (Sections 2, 4, 6 and schedule 3 of Mainland Judgments in Matrimonial and Family Cases (Reciprocal Recognition and Enforcement) Ordinance (Cap.639)). <b><u>Some non-common law jurisdictions may not recognize undertakings as well.</u></b>

# Preamble (7)

## Committal

- Please note that Committal application needs to be made by a separate application by summons (R.90(1) Matrimonial Causes Rules (Cap.179A)). O.52 of Rules of High Court shall apply.
- Burden of proof is on Applicant and the standard of proof is beyond reasonable doubt.
- Committal orders were remedies of the last resort, reserved for the most blatant or continuing breaches: G v S (2001) 4 HKCFAR 419, [2001] 3 HKLRD 842.

# Preamble (8)

## Order vs. Undertaking

Order	Undertaking
<p>The Court is empowered by Section 11(1) of MPPO to <u>vary or discharge</u> an order for financial provisions:</p> <p><i>“(1) Where the court has made an order to which this section applies, then, subject to the provisions of this section, the court shall have power to vary or discharge the order or to suspend any provision thereof temporarily and to revive the operation of any provision so suspended.”</i></p>	<p>As it was given voluntarily, <u>it cannot be varied. It can only be discharged</u> if it is shown that there has been a material change of circumstances since the undertakings were given or that the undertaking was given due to vitiating factors.</p> <p><u>L v C [2015] HKFC 101</u>, para. 22</p>

# Preamble (9)

## Case Example

- 爸爸承諾為家庭子女投保合適的兒童教育基金等保險，以便為子女創造更好的升學經濟條件。

Issues to note:

1. Is it specific enough to be enforced by the Court – how to define 合適、等、以便為子女創造更好的升學經濟條件?
2. Can the non-breaching party take any legal action against the breaching party for non-compliance of the above agreement term?
3. The parties may need to discuss and provide more details in relation to the time frame and the insurance in their Agreement (e.g. when to purchase the Insurance, the nature of the Insurance, who is the policy holder, who are the beneficiaries, payment terms of premium, the usage of the money received under the insurance etc).

# Preamble (10)

## Case Example

- 男方承諾女方可享有每年至少一次不少於10天的個人旅遊，期間由男方負責子女的全時間照顧。
- 女方同意確認及承諾，男方的父母可以自行與女方溝通並安排探視兒子。

### Issues to note:

1. Can it be enforced by the Court?
2. Is it likely that the breaching party be committed to prison for non-compliance of the agreement term above?
3. Can it be changed to both parties' agreement instead of undertaking?

# Ancillary Relief for Spouse (1)

## When to be effected

- Section 25(1) of MPPO – no order under Sections 4, 6 and 6A shall be made unless decree nisi has been granted; and no such order made on or after granting a decree nisi and no settlement made in pursuance of such an order shall take effect unless the decree has been made absolute.
- Section 9 of MPPO - Maximum term of periodical payment for spouse
- Lump sum to be paid by instalments spreading over a period of time before and after decree absolute → should ensure section 25(1) of MPPO is complied with.

# Ancillary Relief for Spouse (2)

## Example of Periodical Payment Order

1.	<p>_____ 須支付 _____ 每月 \$ _____ 港元作為 _____ 的訟案期間贍養費。首次付款始於 _____，其後在每月第 _____ 日付款。此命令在暫准離婚令成為絕對離婚令時成為最終命令，上述款項適用於雙方共生之年或直至 _____ 再婚之日為止，兩者以較短者為準。</p>
2.	<p>上述款項須直接存入 _____ 指定銀行戶口 ( _____ 銀行，戶口號碼： _____ )</p>



# Ancillary Relief for Spouse (3)

## Transfer of Property / Sale of Property

- Should state who is residing at the property, who is paying mortgage (if any), management fees, rates, utilities etc.
- Whether the transfer / sale is subject to encumbrances/mortgage, or free of mortgage.
- If premium is payable, who will be the one to pay; and who will be responsible for legal costs and stamp duty.
- If the property is a Home Ownership Scheme property and premium is payable – order has to be made subject to the consent of Hong Kong Housing Authority or the Hong Kong Housing Society.

# Ancillary Relief for Spouse (4)

## Transfer of Property / Sale of Property

### (example for the preamble part)

A.	雙方確認婚姻居所，即：_____（“婚姻居所”），現由_____*[單獨持有 / 雙方以聯權共有形式] 擁有，並受制於_____銀行的按揭（附上婚姻居所最新土地查冊副本）。
B.	雙方同意及承諾，_____可繼續居住在婚姻居所，直至婚姻居所*[出售 / 轉讓] 為止，_____在此期間不得在婚姻居所居住。
C.	雙方同意和承諾，_____會繼續支付所有有關婚姻居所的費用，包括但不限於按揭供款、差餉地租、維修費用。
D.	雙方承諾*[在未得到對方的書面同意前 / 婚姻居所未*[出售 / 轉讓前]] 不會將婚姻居所進一步加按或導致婚姻居所產生任何產權負擔。

# Ancillary Relief for Spouse (5)

## Transfer of Property / Sale of Property (example for an Order)

1.	在獲得*[房屋委員會 / 房屋協會]的同意後，_____須在絕對離婚令頒佈後_____個月之內，將其在婚姻居所的所有業權及利益(無償)轉讓予_____名下。一切轉讓的費用，包括但不限於律師費、印花稅、補地價（如有的話），由*[_____單獨支付 / 雙方各自 / 平均支付]。
2.	_____須在絕對離婚令頒佈後_____個月之內，將婚姻居所至少以不少於_____或雙方同意的市價出售，一切出售的費用由*[_____單獨支付 / 雙方平均支付]，餘款由*[雙方平均分配 / 餘款按照比例_____分配予_____和_____]。

# Ancillary Relief for Spouse (6)

## Full and Final Settlement / Dismissal of Claim

- Where parties have agreed to have full and final settlement (or a clean break) of the ancillary relief claims, parties should consider praying for all ancillary relief claims (including any Section 17 MPPO application) against the other party and his/her estate be dismissed by an order of the Court.
- There can be no dismissal or full and final settlement with ongoing periodical payment order for a spouse. However, a provision in the Order dismissing all ancillary relief claims (including any Section 17 MPPO application) against the other party (and his/her estate) except periodical payment (both secured and unsecured) for a spouse is acceptable.
- Good practice to be specific that all interim orders be discharged upon final settlement.

# Ancillary Relief for Spouse (7)

## Example of Order on Dismissal of Claim

*\*[在上述第\_\_\_\_\_段獲遵行後 / 除上述第\_\_\_\_\_段外 / 除了家庭子女附屬濟助除外/自絕對離婚令發出後]*，與訟各方，無論是根據《婚姻訴訟條例》、《婚姻法律程序與財產條例》、《已婚者地位條例》、《財產繼承(供養遺屬及受養人)條例》或任何其他相關條例，而可能提出的申索，不論是一方針對另一方或針對他們的產業的資本、收入或其他財產調整，包括*\*[定期付款 / 有保證定期付款]*一整筆款項或多筆款項、財產轉讓或授產安排及售賣令，均予以撤銷。

# Ancillary Relief for Spouse (8)

## Variation

- Section 11 of MPPO – Lump Sum Payment / Transfer of Property / Sale of Property could not be varied.

# Ancillary Relief for Children (1)

- Section 10 of MPPPO – Age and duration of periodical payment orders that the Court may make in favor of a child of a family.
- There can not be any full and final settlement of ancillary relief for children.

# Arrangements for the Care of Children (1)

## Custody, Care & Control and Access

- Parties should be aware of the meanings of Custody, Care & Control and Access (*PD v. KWW (Child: Joint Custody) [2010] 4 HKLRD 191*).
- Where “Reasonable Access” is agreed, no further access details are needed/expected in the order.
- Where “Joint Care & Control”/“Shared Care & Control” is agreed, sharing arrangement should be specified.



# Arrangements for the Care of Children (2)

## Temporary Removal

- No travel restriction on temporary removal for travel / visit relatives / school trips
- Example:
  - 准許家庭子女可不時離開香港司法管轄範圍，目的是 *\*[度假 / 探親 / 參加遊學團]*。取消過往一切法庭曾頒下的離境限制（如有）。

# Arrangements for the Care of Children (3)

## Temporary Removal

- Under this situation, usually the Court requires the parties to file a separate General Consent to the other party to take child out of Hong Kong and a separate General Undertaking to return to Hong Kong when called by Court upon doing so.
- Example:
  - 雙方須於\*[今天 / 3天] 內存檔家庭子女離開香港司法管轄範圍的同意書及承諾書。

# Arrangements for the Care of Children (4)

## Temporary Removal

- Apply to Court for temporary removal unless with written consent by the other party and a written undertaking by the applicant filed to the Court.
- Example:
  - 如無法庭許可，不得在上述家庭子女年滿 18 歲前，將\* [他 / 她 / 他們 / 其中任何一名子女] 帶離香港；但倘若(1) 申請準備將該 \*[名 / 等] 子女帶離香港的一方向法院作出書面承諾，保證會應要求而將該 \*[名 / 等] 子女送返香港，而(2) 另一方亦以書面方式同意前述的申請方將該 \*[名 / 等] 子女帶離香港，則申請方便可（在書面同意書所註明的期間內(如有的話))將上述家庭子女 \*[或其中一名子女] 帶離香港。

# Arrangements for the Care of Children (5)

## Permanent Relocation

- Permanent Relocation – if the permanent relocation is in the future (say a few years later), even the parties agree now that one party can take the child to another country for relocation in the future, it is unlikely that the Court will approve this Order as this needs to be applied under a separate relocation application in the future.

# Case Discussion (Undertake to draw up a Will)

Parties had 9 years of marriage before their divorce. Both parties are at their mid-30s. They have 3 children, aged 8, 6 and 3. Male Party is working as IT admin and Female Party is housewife.

Both parties have joint custody of the children and Female Party has sole care & control of the children. Parties agreed on accommodation arrangements, spousal periodical payment and children periodical payment.

Male Party has a property under his sole name. Female Party agreed not to claim against ownership or ancillary relief of this property. Male Party undertook to draw up a Will within 3 months, leaving this property to 3 children in the future. Can the Court enforce this term?

# Case Discussion (Undertake to draw up a Will)

Issues to note:

1. How to and who could enforce the undertaking if the Male Party revoked/amends the contents of his Will in the future, the Female Party or the children?
2. What if the Male Party re-marries in the future and has other children, will the change of circumstances affect the enforceability of this undertaking?
3. Please note a marriage will revoke a Will previously made unless it is proved that the Will was drafted in contemplation of the marriage. (s.14 of Wills Ordinance (Cap.30)).
4. With these potential issues in mind, undertaking to make a Will on agreed contents will likely not be accepted by the Court.

# **Case Discussion (Act to be done by third party)**

Male Party's father (Father-in-law) agrees to allow Female Party and the children of the family to continue to reside in his property after divorce.

# Case Discussion (Act to be done by third party)

Issues to note:

1. In such case, the Court in general would not require joining the father-in-law as a party, it would have to satisfy itself with sufficient materials that the provision would be performed.
2. The Court would expect to see a “License Deed” between the father-in-law and the Female Party for the father-in-law to provide a license to allow the Female Party to reside, say rent free, in his property and set out the duration.



# How will the Court approach Mediated Settlement Agreement submitted by Litigants in Person?

- Court usually will not accept parties to submit a Mediated Settlement Agreement through correspondence and request for approving their agreement through paper disposal.
- Court may conduct a hearing with the parties and explain to them that Court orders are limited by law and whether they accept the Court giving certain orders under the Mediated Settlement Agreement.
- If the terms are complicated and need a number of undertakings, the Court may request the parties to seek legal advice and file a Consent Summons.

# What should be taken into account when drafting Mediated Settlement Agreement

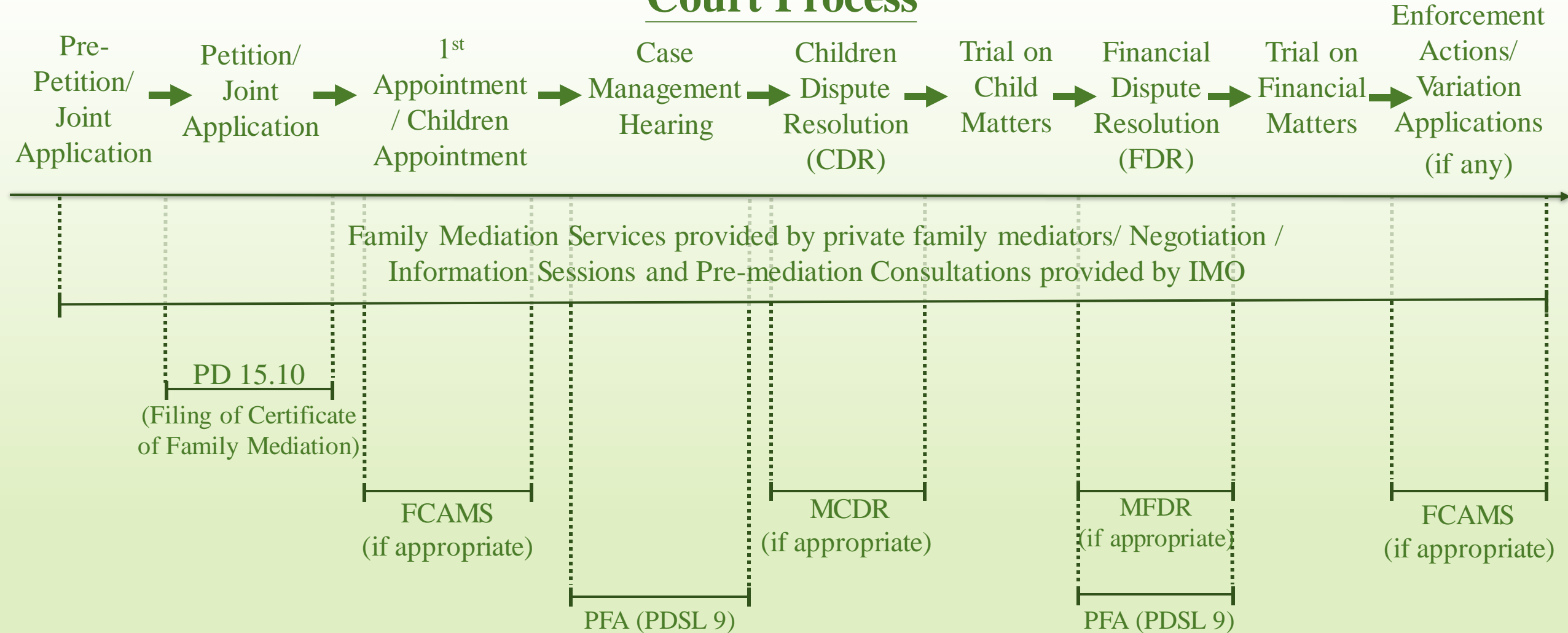
## Summary:

1. Understand Court's powers and restrictions in making Orders
2. Enforceability
3. Finality
4. Succinct

# Part 2: FCAMS

# ADR Process – From Pre-action to Enforcement

## Court Process



## ADR Process

# ADR Process – From Pre-action to Enforcement

## Introduction

- Pilot Scheme for 2 years, starting from 5 March 2024
- Collaborative Approach among Presiding Judicial Officers (“Judicial Officer”), Integrated Mediation Office (“IMO”) and Accredited Family Mediators (“Duty Mediator”) at Court Premises
- Serves litigants in person on both sides only
- Target at suitable court cases involving parties with less financial resources

# ADR Process – From Pre-action to Enforcement

## Process

- Judicial Officer refers suitable case to IMO with parties' consent
- Intake by IMO officers
- Duty mediator conducts mediation
- Judicial Officer approves settlement after parties reach settlement and makes it as a Court Order on the same day
- Fees of Duty mediator paid by Judiciary Administration

# ADR Process – From Pre-action to Enforcement

## Process

- Court Hearing and Mediation on the same day
- If settlement is reached, Duty Mediator prepares settlement agreement for Court's approval at the resumed hearing
- If no settlement reached, Judicial Officer adjourns the case with further case management directions
- In appropriate cases, Duty Mediator may conduct further mediation session with the parties on the return hearing date

# ADR Process – From Pre-action to Enforcement

## Process

- With parties' consent, Duty Mediator may request for private and direct communication with Judicial Officer during the process in the interest of assisting the parties to reach settlement
- Duty Mediator may attend hearing / resume hearing to address the concerns of the parties and to understand views from Judicial Officer on the remaining issues in dispute or explore other potential options for solving impasses
- Duty Mediator may resume mediation on the remaining issues in dispute after the resumed hearing until settlement is reached



# ADR Process – From Pre-action to Enforcement

## Type and Nature of Cases involved in FCAMS

- Cases involving few issues in dispute
- Parties who are relatively emotionally stable and ready for direct discussion and joint decision making
- Cases not involving domestic violence or high risk of domestic violence

# ADR Process – From Pre-action to Enforcement

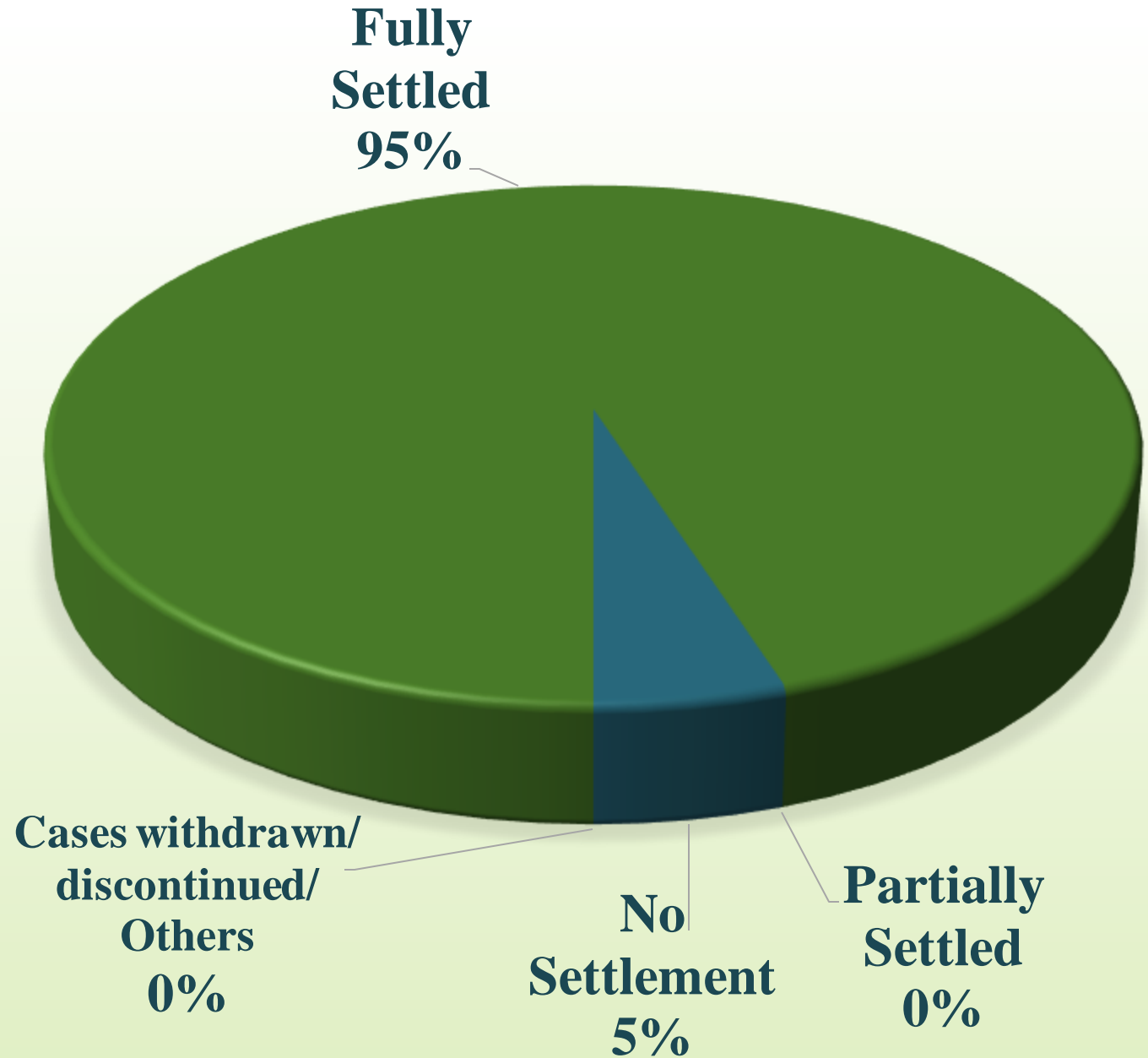
## Usual Cases being selected for FCAMS

- **First Appointment Hearing Cases** – access arrangements; child maintenance; housing arrangements
- **Judgement Summons Cases** – outstanding maintenance
- **Variation of Maintenance** – child maintenance
- Parties indicate their willingness to mediate during Court Hearing and through their formal confirmation at IMO
- Judicial Officer will conduct an assessment to ensure the relevant case involve parties with less financial resources and relatively emotionally stable

# Statistical findings

(Mar 2024 – Aug 2024)

<u>Mediation Results</u>	<u>No. of cases handled</u>	<u>%</u>
Fully Settled	18	95%
Partially Settled	0	0%
No Settlement	1	5%
Cases withdrawn/ discontinued/ Others	0	0%
<b>Total no. of cases</b>	<b>19</b>	<b>100%</b>

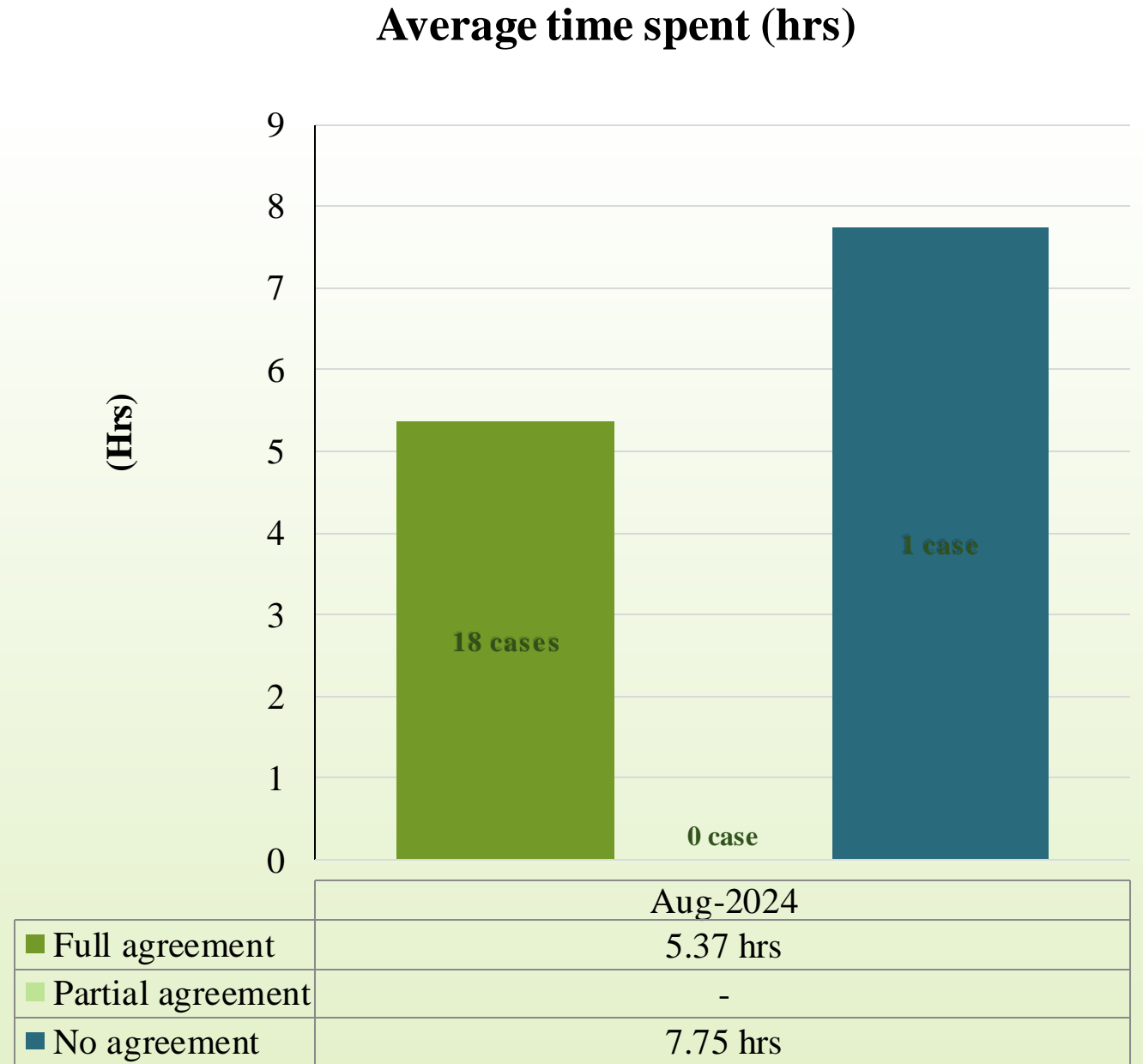


# Statistical findings

(Mar 2024 – Aug 2024)

- Average time spent (hrs):

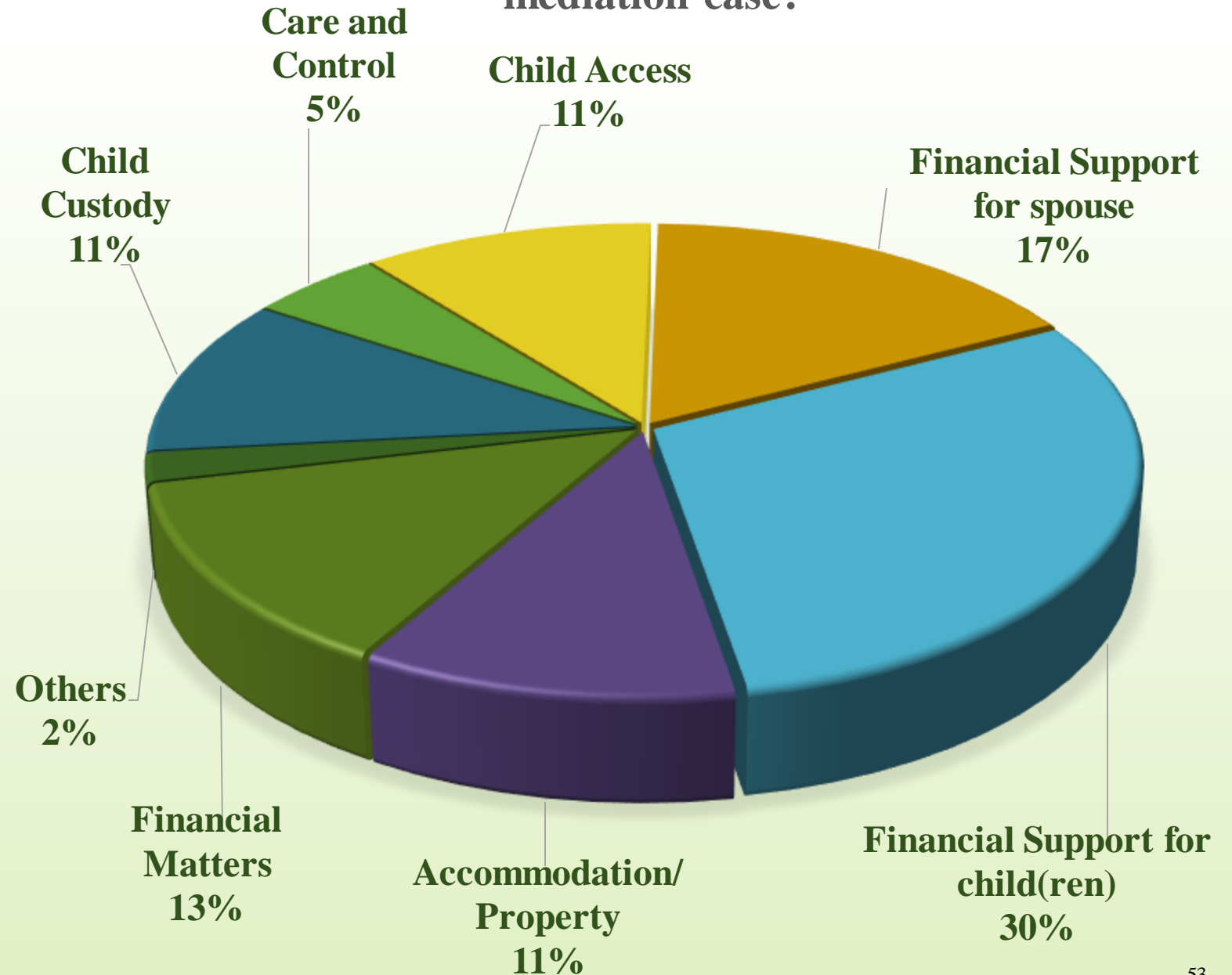
	Cases	Average time spent (hrs)
Mediation ends with <b>Full</b> agreement	18	5.37
Mediation ends with <b>Partial</b> agreement	0	0
Mediation ends <b>Without</b> agreement	1	7.75



# Statistical findings - Statistics on the disputed items handled (Mar 2024 – Aug 2024)

	<u>No.</u>	<u>%</u>
Child Custody	6	11%
Care and Control of Child	3	5%
Child Access	6	11%
Financial Support for spouse	10	17%
Financial Support for child(ren)	17	30%
Accommodation/ Property	6	11%
Financial Matters	7	13%
Others	1	2%
<b>Total no. of cases</b>	<b>56</b>	<b>100%</b>

## Which type(s) of dispute did you handle for this mediation case?



# Cases Sharing under FCAMS

# Some Comments from Parties

<u>About the process</u>	<u>About the JJO/Mediators/IMO Staff</u>	<u>Others</u>
<ul style="list-style-type: none"><li>- 能解決家庭嚴重問題，轉危為安</li><li>- 希望可給予多些時間讓對方思考</li></ul>	<ul style="list-style-type: none"><li>- 調解員很好，能站在我角度思考，給我很好的安慰</li><li>- 調解員對處理家庭問題有一定相關的經驗，可減少時間及其他繁複的工作流程</li></ul>	<ul style="list-style-type: none"><li>- 對要做決定，感到不開心</li><li>- 就一方希望能得到對方一致同意的方面，希望能由調解員與對方商討</li><li>- 如有兩位調解員同時進行會更快</li></ul>

# Some Comments from Mediators

<u>Areas of improvements</u>	<u>About the process</u>	<u>About the JJO/Parties/IMO Staff</u>	<u>Others / Difficulties encountered</u>
<ul style="list-style-type: none"> <li>- Basic information should be provided (e.g. Petition, Form E, Form J)</li> <li>- More background information of the parties can be provided</li> </ul>	<ul style="list-style-type: none"> <li>- Process rather smooth as both parties adopted a problem-solving approach with focus on welfare of children</li> <li>- With the consent of the parties, communications between the Court and the mediator may be helpful to overcome impasses</li> </ul>	<ul style="list-style-type: none"> <li>- Court has clear &amp; precise direction to both parties</li> </ul>	<ul style="list-style-type: none"> <li>- Party's health condition and belief</li> <li>- Parties are not willing to disclose their concerns; Mediator may be required to read behind their words in order to make effective moves</li> </ul>



# Challenges and Note for Mediators under FCAMS

- **Perusal of relevant court documents in advance may be required** (e.g. Petition, Form Es, Form Js) so Duty Mediator may understand the basic concerns of the parties beforehand in order to increase the efficiency in moving to options generation stage
- **Time management** is more important than usual family mediation cases as this is a time-limited mediation, but **no pressure needs to be exerted** on the parties to reach settlement under FCAMS
- Duty Mediator may consider seeking parties' consent for **discussion with Judicial Officer** in order to assist the parties in narrowing down the issues in dispute.
- **Be familiar with the sample Consent Applications** so the drafting of the agreement may be sped up

# Reflections and Final Remarks

- Judicial Officer and Duty Mediator look at the **dispute from different angles**
- Duty Mediator can **dig in the real concerns of the parties of a dispute** which may not be revealed to the Judicial Officer through parties' affirmations and submissions during hearing
- Judicial Officer **can provide a more concrete and realistic roadmap** to the parties in the event that they proceed with the case

# Reflections and Final Remarks

- Parties realise the importance of communication and clarification through mediation in resolving a dispute
- Not only do the **Parties** reach settlement on the dispute under FCAMS, but the successful experience also **encourages the Parties to choose a different route to resolve their dispute in the future**

# Reflections and Final Remarks

- Achieve same goal through different skills and roles
- Dispute resolved through multi-disciplinary efforts
- Public education that dispute could be resolved through collaborative efforts

# Reflections and Final Remarks

## Letters of Compliment from Parties

- 感謝上述人員本次的協調，令今次就離婚程序能夠快速解決，而調解員嘅調解過程都好明顯有保持中立，沒有令其中一方感到有任何負面感受。其餘職員都辛苦花費好幾小時在外陪伴及協助，令成件事都走得好暢順，是個非常專業的團隊及服務！
- 首先本人衷心感謝聆案官安排本人及第二申請人參加此次調解計劃並得到一眾人員專業的服務及去對本人是次離婚進行調解以順利解決離婚事項，特別調解員專業解釋及協助商討離婚事項妥當進行。非常感謝此項計劃

**Thank You**