THE BRITISH
MAJLIS OF
ARBITRATION &
FAMILY REFORM
المجلس البريطاني للتحكيم والإصلاح الأسري

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THE BRITISH MAJLIS OF ARBITRATION & FAMILY REFORM (MAFR)

POLICIES & PROCEDURES

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Definitions and terms

The following words and terms are understood in this document as follows:

“MAFR” The British Majlis of Arbitration & Family Reform

“Islamic Consultant” the consultant for the advice/judgment

“Appointment” the meeting for advice/judgment

“The Party/Parties” the client(s) who are requesting advice/judgment.

“Dispute” the issue/s presented for advice/judgment.

1. **Policy on Contact Procedures**
    1. It is the responsibility of the applying parties to ensure accurate addresses and contact information for all involved parties are provided.
    2. All evidence and documentation must be provided in the English, any translations must be provided by a certified translation service.
    3. MAFR will only provide correspondence in the English language.
    4. Any communication from MAFR to involved third parties will be conducted via recorded delivery.
    5. MAFR shall not be held liable if the provided address is incorrect.
    6. In case the other party is located abroad, the applicant must provide an alternative address for communication.
    7. The outcome of the case will be communicated using the information provided in the initial application.
    8. All outcomes are determined following a thorough review by all members of the MAFR and reflect a collective decision.
    9. MAFR will make up to three attempts to establish contact with involved parties.

2. The Islamic Consultant

1. MAFR will appoint an Islamic Consultant to provide advice to the Parties regarding the Dispute.
2. The Parties acknowledge that neither the Islamic Consultant nor MAFR acts as an agent for the Parties in relation to the Dispute. It is understood that neither the Islamic Consultant nor MAFR will provide legal advice to the Parties, and any remarks made by the Islamic Consultant during the consultancy/judgment process should not be interpreted as legal advice within the framework of the United Kingdom legal system.

3. The Parties will not contact any member of the MAFR to discuss any part of a case outside the official communication channels.

4. **Confidentiality**

The consultancy/judgment is provided without prejudice and is legally privileged. The Islamic Consultant, MAFR, and both Parties are obliged to maintain strict confidentiality regarding advice given, unless all parties agree otherwise. This includes:

a. Not disclosing the occurrence of the appointment.

b. Keeping confidential any information or documents acquired during the appointment or through prior disclosure. These will be kept for 4 years.

c. Maintaining confidentiality regarding the outcome of the appointment, including settlement terms or whether the dispute was resolved or not.

The Islamic Consultant and MAFR are further obligated to maintain strict confidentiality regarding any information provided by the Parties during private appointments, unless authorised otherwise. However, disclosure is permitted under specific circumstances:

a. The Parties may inform a court or tribunal handling the dispute about the occurrence of the appointment.

b. The Parties must disclose any relevant documents to the court, arbitrator, or tribunal handling the dispute, including materials acquired during the appointment or through prior disclosure.

c. Disclosure is allowed in proceedings to enforce settlement terms reached during the appointment.

d. Disclosure may be made by any Party, the Islamic Consultant, or MAFR to comply with legal requirements.

e. Disclosure is permitted if there is a risk of criminal penalty for not disclosing.

f. Disclosure is allowed if there is a serious risk of harm to someone's life or safety.

g. The Parties may disclose information for legal, professional, medical advice, or insurance purposes to consultants, insurers, or insurance brokers bound by confidentiality obligations.

The Parties agree not to call the Islamic Consultant, or any employee or partner of MAFR, as a witness, consultant, arbitrator, or expert in any proceedings related to the dispute or arising from advice given during the appointment.

5. **Conflict of Interest**

When a member's personal, professional, or financial interests may compromise their duty to make impartial decisions it will be considered a conflict of interest.

All members must disclose in writing any potential conflict of interest as soon as it arises.

The disclosure must be documented and reviewed before proceeding with the case or decision.

Upon disclosure, the Majlis shall determine the appropriate action, which may include:
a) Recusal of the member from the case or decision;
b) Reassignment of responsibilities;
c) Full disclosure to affected parties (when necessary and appropriate)

Members shall not participate in deliberations or decisions where they have a conflict.

Members shall not use their position for personal gain.

No member shall accept gifts, favours, or payments from parties involved in Majlis matters.

6. **Consultation & Outcome**

The Islamic Consultant will provide advice and outcomes at the MAFR office, with both Parties present at the agreed time and date. The appointment will begin at the agreed-upon time and last for a maximum of 1 hour, unless terminated by any party or the Islamic Consultant.

1. Notes on the advice given by the Islamic Consultant will be kept for administrative records only.

2. Attendees may bring 1 friend or family member, if they choose, however the Majlis must be notified beforehand if applicants intend to bring someone with their details

3. Any Party may withdraw from the service at any time, resulting in the termination of the consultancy/judgment provided. Please refer to the refund policy for details.
4. MAFR will not accept cases that are currently being handled elsewhere. If it becomes apparent that a case is already being handled elsewhere after it has been taken on, MAFR reserves the right to close the case immediately.
5. Complaints regarding cases will only be addressed and managed via email, not over the telephone.

7. **Donations & Refunds**

   Amounts are donations and therefore **cannot** be refunded.

8. **Exclusion of Liability**

The Parties recognize that the Islamic Consultant will rely on personal experience, skill, judgment, and intuition in facilitating a settlement of the Dispute. They also acknowledge that due to the confidentiality obligations outlined in clause 3, the full circumstances of the Islamic Consultant's decision-making process may not be known to any of the Parties. Therefore, neither the Islamic Consultant nor MAFR shall be held liable for any acts or omissions in the services provided under these terms and conditions, except in cases of bad faith.

9. **Law and Jurisdiction**

These terms and conditions shall be construed in accordance with the law of England and Wales and The Parties hereby submit to the non-exclusive jurisdiction of the courts of England and Wales.

10. **CCTV**

All appointments are subject to CCTV monitoring (video & audio) for health, safety, and training purposes.

11. **Online Meetings**

Online video consultations must be conducted using the platform indicated by MAFR. Parties must use Zoom and the link for their meeting will be emailed beforehand.

Video meetings will be recorded for training and quality purposes.

Parties are requested to treat the video meetings as if it is a face-to-face meeting, by maintaining appropriate behaviour and appropriate dress code.

Parties are requested to set a suitable environment for the video meeting – private space with no distractions.

Parties are not permitted to record the consultation in any way whatsoever.

If Parties do not adhere to the guidelines, MAFR has the right to cancel the consultation, with no refunds being issued.

Attendees may bring 1 friend or family member, if they choose, however the Majlis must be notified beforehand if applicants intend to bring someone with their details.

12. **User Agreement**

The party's details may be used to inform them of our products and services. To opt out simply send an email to the official MAFR account.

The party's details will not be shared with any other parties.

13. **Case closure**

12.1 Inactivity of 3 months will lead to the automatic closure of a case.

12.2 Arbitration cases will have a limit of 3 months from when the donation was received. After which point MAFR reserves the right to request the consultation amount for continuing arbitration beyond 12 weeks

14. **Late Policy**

Whether the meeting is online or in person, The British Majlis will wait for 15mis, if no one attends then the meeting will be recorded as missed. The applying party will need to rebook a new meeting. The missed appointment will not be rebooked.

If 3 meetings are missed without adequate justification, MAFR reserves the right to request the consultation amount before future meetings take place.

15. **Risk Assessment**

Parties may be asked to complete a risk assessment form before any meeting to ensure the safety of all parties involved.

16. **Safeguarding**

The MAFR will follow the Abrahamic Foundation official 'Safeguarding - Adults Policy.'