

Single Expert Instruction Pack

Joint letter of instruction for a business valuation in family law proceedings, with a document schedule, an agreed statement of facts outline and an instructing lawyer's checklist. Family Law Valuations, 2026-10-02.

When the parties to a family law property matter jointly appoint one valuer to value a business, the instructions have to be in writing and have to contain five things the Rules prescribe. This pack gives family lawyers a joint letter of instruction to adapt, with the rule behind every clause, plus the three documents that go with it: a document schedule, an outline for the agreed statement of facts, and a checklist of what usually goes wrong. It is free to use and to adapt.

Who the pack is for and how to use it

The pack is written for the two firms instructing a business valuer as a single expert witness in the Federal Circuit and Family Court of Australia. It can be used with any valuer. The instructions are the parties' own act, so the letter is issued on the firms' letterhead and signed by both, not by the valuer.

There are four parts. Parts 1 to 3 go to the expert and to every other party at the same time. Part 4 is for the instructing lawyers only.

1. **Joint letter of instruction.** The template letter, with the rule each clause rests on.
2. **Document schedule.** What a business valuer needs, and why each item matters.
3. **Agreed statement of facts outline.** What is agreed, what is assumed, and what is in dispute and not for the expert to decide.
4. **Instructing lawyer's checklist.** Ten things that go wrong with a single expert valuation, and the clause that deals with each.

Every reference in square brackets, such as [r 7.13], is to the Federal Circuit and Family Court of Australia (Family Law) Rules 2021, Part 7.1, as in force in Compilation No. 4 (10 June 2025). Replace every field in square brackets before the letter is sent, and check the current Rules and any orders made in the matter. The Family Court of Western Australia has its own rules, and this pack does not deal with them.

Part 1: joint letter of instruction to a single expert business valuer

Adapt the letter, issue it on the firms' letterhead and have both instructing lawyers sign it. Send it to the expert and to every other party at the same time [r 7.03(4)].

[Date]

To: [Name of valuer], [valuation practice], [address]

From: [Firm A] for the Applicant, [Applicant name]; and [Firm B] for the Respondent, [Respondent name]

Matter: [Applicant] and [Respondent], [court file number, or "proceedings anticipated in the Federal Circuit and Family Court of Australia"]

1. Appointment [r 7.03(1)]

1.1 The parties jointly appoint you as a single expert witness to prepare a written report on the issue described in clause 4. [If the appointment follows an order: The appointment is made under orders of the Court made on [date], a copy of which is Attachment D. [r 7.04(1)]]

1.2 Please confirm in writing, to both firms at the same time, that you consent to the appointment and that you have no relationship with either party, either firm or the business that would affect your independence. [r 7.04(3), where the Court appoints; r 7.18(3)(a)]

2. Request for a written report and notice of use [r 7.13(3)(a) and (b)]

2.1 We request a written report. [r 7.07(1)]

2.2 Your report may be used in the anticipated or actual proceeding identified above.

2.3 This is not a market appraisal or an opinion as to value obtained for a procedural hearing or conference. Division 7.1.4 of the Rules applies to this instruction. [r 7.12]

3. The Rules [r 7.13(2)(a)]

3.1 A copy of the most recent version of Divisions 7.1.4, 7.1.5 and 7.1.6 of the Rules is Attachment A. Please confirm in your acceptance that you have read them. Your affidavit must state that you have. [r 7.21(2)]

4. Issue on which your opinion is sought [r 7.13(3)(c)]

4.1 The value of [describe the interest, for example "a [XX] per cent shareholding in [Company] Pty Ltd" or "[Party]'s [XX] per cent interest in the partnership trading as [name]"] (the Interest) as at the valuation date in clause 6.

4.2 [Any further valuation date or further entity, stated separately.]

5. Matters to be investigated and questions to be answered [r 7.13(3)(d)]

Please answer the following, giving your reasons for each conclusion. [r 7.22(1)(a)]

5.1 What is the value of the Interest as at the valuation date?

5.2 Which valuation methodology did you use, and why? Which alternatives did you consider, and why did you not adopt them? [r 7.22(1)(b)]

5.3 What adjustments did you make to reported earnings, including for owner remuneration and the related-party arrangements identified in the Agreed Statement of Facts, and why?

5.4 If there is a range of opinion on any matter you deal with, what is that range and what is the basis for your own opinion? [r 7.22(2)(f)]

5.5 [Any further question. Do not ask the expert to decide a disputed fact listed in Part C of the Agreed Statement of Facts. See clause 7.3.]

6. The Interest and the valuation date

6.1 Interest: as described in clause 4.1.

6.2 Valuation date: [date]. [If instructed: and a further valuation date of [date].]

6.3 Basis of value: [as agreed between the parties and the expert before the work starts, including the standard of value to be applied and whether the business is to be valued as a going concern]. The Rules do not prescribe one, so settle it here.

7. Agreed statement of facts [r 7.13(4)]

7.1 The parties' Agreed Statement of Facts is Attachment B. You are to base your report on it.

7.2 If the parties cannot agree a statement of facts, each party will give you its own statement of facts on which to base the report, unless the Court directs otherwise. [r 7.13(5)]

7.3 Part C of Attachment B lists matters in dispute between the parties. You are not asked to determine them. Where a disputed matter affects your opinion, please state the effect of each competing position, or state that your opinion is not a concluded opinion until the matter is resolved. [r 7.22(2)(h)(iii); r 7.05(d)]

8. Documents and disclosure [r 7.13(3)(e)]

8.1 The documents listed in the Document Schedule (Attachment C) are provided with this letter. Each party confirms that it has made full and frank disclosure of the information and documents that will help you to perform your function.

8.2 If you need further documents, information or access, including a site visit or an interview, please write to both firms at the same time. A party providing further material must send it to you and to the other party at the same time. [r 7.03(4)]

8.3 Your report must attach a list of the documents you relied on. [r 7.21(1)(b)]

9. Communications [r 7.03(3) and (4)]

9.1 Neither party, nor either firm, will communicate with you unilaterally except as the Rules permit. Every communication between you and a party or a firm is to be given to the other party or firm at the same time.

9.2 If, before final orders are made, you need a procedural order to help you carry out your function, for example to clarify these instructions, you may make a written request to the Court. The request must comply with rule 2.14 of the Rules, set out the orders sought and the reasons for them, and be served on each party. [r 7.19(1), (2) and (3)]

10. Your duty to the Court and the affidavit [r 7.18; r 7.21]

10.1 You have a duty to assist the Court, and that duty prevails over any obligation to the parties who instruct you or who pay your fees and expenses. [r 7.18(1) and (2)] You are to give an objective and unbiased opinion that is also independent and impartial, to act in a timely way, to consider all material facts including those that may detract from your opinion, and to tell the Court if a question falls outside your expertise or if you believe your report is based on incomplete or inaccurate information. [r 7.18(3)(a), (b), (d) and (e)]

10.2 If you change your opinion after the report is prepared, you must give written notice of the change, and the notice is taken to be part of your report. [r 7.18(5) and (6)] Where the parties appointed you, give the notice to both instructing parties at the same time. [r 7.18(5)(a); r 7.03(4)] Where the Court appointed you, give it to the Registry Manager and to each party. [r 7.18(5)(b)]

10.3 Your report must be addressed to the Court and to the parties instructing you, must have attached to it a summary of these instructions and a list of the documents relied on, and must be verified by your affidavit. [r 7.21(1)]

10.4 Your affidavit must state the following, in the words of rule 7.21(2):

I have made all the inquiries I believe are necessary and appropriate and to my knowledge there have not been any relevant matters omitted from this report, except as otherwise specifically stated in this report.

I believe that the facts within my knowledge that have been stated in this report are true.

The opinions I have expressed in this report are independent and impartial.

I have read and understand Divisions 7.1.4, 7.1.5 and 7.1.6 of the Federal Circuit and Family Court of Australia (Family Law) Rules 2021 and have used my best endeavours to comply with them.

I have complied with the requirements of the following professional codes of conduct or protocol, being [state the name of the code or protocol].

I understand my duty to the court and I have complied with it and will continue to do so.

10.5 Please tell us in your acceptance which professional code of conduct or protocol you will name in the fifth statement.

11. Contents of the report [r 7.22]

11.1 The report must state the reasons for your conclusions and include a statement about the methodology used. [r 7.22(1)(a) and (b)] In support of your conclusions it must include: your qualifications; the literature or other material used in making the report; the relevant facts, matters and assumptions on which your opinions are based; a statement about the facts in the report that are within your own knowledge; details of any tests, experiments, examinations or investigations you relied on and, if another person carried them out, that person's qualifications and experience; if there is a range of opinion on the matters dealt with, a summary of the range and the basis for your opinion; and a summary of the conclusions reached. [r 7.22(2)(a) to (g)]

11.2 If necessary, the report must also disclose that a question or issue falls outside your expertise, that the report may be incomplete or inaccurate without some qualification, with the details of the qualification, or that your opinion is not a concluded opinion because further research or data is required or for any other reason. [r 7.22(2)(h)]

11.3 If you rely on work carried out by another person, for example a plant and equipment valuer or a real property valuer, please say so and give that person's qualifications and experience. [r 7.22(2)(e)]

12. Delivery and timing

12.1 Delivery date: [date agreed with the expert before the work starts]. You are not required to undertake any work on the appointment until your fees and expenses are paid or secured. [r 7.06(2)]

12.2 Because the parties appointed you, please give each party a copy of the report at the same time. Delivery by electronic means is acceptable. [r 7.07(2) and Note 2] The Applicant will file the copy it

receives. [r 7.07(4)] [If the Court made the appointment: unless the Court otherwise orders, give the report to the Registry Manager. [r 7.07(3)]]

12.3 The next court event in this matter is [event] on [date]. The delivery date has been set so the report is available before it. [Check the orders in the matter and the Court's practice directions for any filing deadline that applies.]

13. Clarifying the report: conference and written questions [Division 7.1.6]

13.1 Within 21 days after receiving the report, the parties may agree in writing to confer with you for the purpose of clarifying it. You will be told the arrangements before the conference. The parties must not interrogate you. [r 7.25(1), (5) and (6)]

13.2 A party may put written questions to you, once only and only to clarify the report, within 7 days after a conference or, if no conference is held, within 21 days after that party received the report. The questions must not be vexatious or oppressive and must not require an unreasonable amount of work to answer. The party must give a copy of the questions to each other party. [r 7.26]

13.3 You must answer within 21 days after the later of the date you received the question and the date your fees and expenses for answering it are paid or secured. [r 7.27(1)] Your answers must be in writing, must refer specifically to the question, and must either answer the substance of it or object to answering it, with the reason. [r 7.27(2) and (3)] Your answers are attached to your affidavit, sent to all parties at the same time, filed by the party who asked the questions, and taken to be part of your report. [r 7.27(4)]

13.4 A supplementary report may be one of the arrangements for a conference. [Note to r 7.25(4)]

14. Attendance at court [r 7.09]

14.1 A party who wants to cross-examine you at a hearing or trial must tell you in writing, at least 14 days before the date fixed for it, that you are required to attend. [r 7.09(1)]

14.2 Unless the Court otherwise orders, the party who requires you to attend for cross-examination pays your reasonable fees and expenses of attending. [r 7.09(3)]

15. Fees

15.1 Your fee for the report is as set out in your fee letter dated [date] (Attachment E), which the parties accept.

15.2 Unless the parties agree otherwise or the Court otherwise orders, the parties are equally liable to pay your reasonable fees and expenses of preparing the report. [r 7.06(1)] [Insert: "The fee will be paid [in equal shares by each party] [by [party]] before the work starts."]

15.3 Your reasonable fees and expenses of a conference are paid by the party or parties who attend it, and of answering written questions by the party who asks them. You are not required to do that work until those fees and expenses are paid or secured. [r 7.28(1), (2) and (3)]

15.4 Each party acknowledges that, if another party asks, details of any fee or benefit received or receivable by you must be given to each other party. [r 7.15]

16. If the Rules are not followed [r 7.23]

16.1 If an expert witness does not comply with the Rules, the Court may order the expert to attend court, refuse to allow the report or any answers to questions to be relied on, allow the report to be relied on but take the failure into account when deciding what weight to give the evidence, and take it into account when making orders about time limits, a stay, interest or costs. Please check the report against clauses 10 and 11 before it is issued.

17. Contact details for the expert

[Name of valuer], [valuation practice], [phone], [address]

Attachments: A. Divisions 7.1.4, 7.1.5 and 7.1.6 of the Rules. B. Agreed Statement of Facts (Part 3). C. Document Schedule (Part 2). D. [Orders of the Court, if any.] E. The expert's fee letter.

Signed for the Applicant: [Firm A, date]

Signed for the Respondent: [Firm B, date]

Part 2: document schedule (Attachment C)

The Rules require full and frank disclosure of the information and documents that will help the expert, but they do not list documents. [r 7.13(3)(e)] This schedule is valuation practice, not a legal requirement. Both firms complete one schedule jointly and mark each item Provided, Not applicable or Not available, with the reason.

Financial statements and tax

1. Annual financial statements for the three financial years ending before the valuation date. They are the starting point for assessing the earnings a purchaser could expect.
2. Income tax returns for the same years for the entity and, for a partnership, each partner. They reconcile reported profit to what was lodged.
3. Management accounts from the last financial year end to the valuation date, and to the current date. They show trading since the last accounts were prepared.
4. Business Activity Statements for the same period. They are an independent check on turnover and timing.
5. Aged debtors and creditors, and bank statements for the business accounts, at the valuation date. They establish working capital and cash at that date.

Ownership and control

6. A current and historical company extract and the share register, or the partnership register. They confirm what the Interest is and who holds it.
7. The constitution, shareholders agreement or partnership agreement, including any buy-sell, pre-emption, valuation or exit clauses. They set out the rights attached to the Interest.
8. The trust deed and any variations, where the Interest is held through a trust. They identify who controls the trust and who benefits.
9. Resolutions of the directors, shareholders, unitholders or partners over the same three years. They record decisions about distributions, capital and related parties.

Related parties

10. Shareholder, director, partner and related-party loan accounts, with any loan agreements. These balances sit between the value of the business and the value of the Interest.
11. A schedule of all payments to related parties: rent, wages, management fees and consulting fees. It is needed to adjust earnings to a commercial basis.

Operations

12. Leases for premises and equipment, with the current rent and the expiry date. They show the cost and security of occupancy.
13. Key customer, supplier, franchise, licence and distribution agreements. They show concentration and whether the arrangements would transfer to a purchaser.
14. The fixed asset register, with any recent independent valuation of plant, equipment or property. It supports an asset-based cross-check.
15. Registered intellectual property, domain names and software licences. These are the identifiable intangible assets.

People

16. A payroll summary for the three years showing each owner, family member and key employee, with role, hours and total remuneration. It is the basis for the owner remuneration adjustment.
17. An organisation chart and the employment contracts of key staff. They show how far the business depends on the owner and on individuals.

Other evidence of value

18. Any earlier valuation, appraisal or broker's opinion of the business or the Interest. The expert must consider all material facts, including those that may detract from the expert's opinion. [r 7.18(3)(d)]
19. Any offer to buy or sell the business or an interest in it over the same three years, and any dealing in the shares or the partnership interest.
20. Budgets, forecasts and business plans prepared in the ordinary course of business.
21. Any insurance valuation, finance application or reporting to a lender. These are statements about value or earnings made to third parties.

Part 3: agreed statement of facts outline (Attachment B)

Where a single expert witness is appointed, the parties must give the expert an agreed statement of facts on which to base the report. [r 7.13(4)] If they do not agree, each party gives the expert its own statement unless the Court directs otherwise, and the Court may give directions about the form and content of the statement. [r 7.13(5)] Settle Parts A and B before the expert starts.

Part A: agreed facts

- A1. The entity: legal name, structure, date established, principal activity and locations.

- A2. The Interest to be valued: the percentage and class of shares or the partnership interest, the registered holder, and how and when it was acquired.
- A3. The valuation date or dates, and why each was chosen.
- A4. Ownership and control: every shareholder, partner or unitholder and their holding, the directors, and who makes the day-to-day decisions.
- A5. Who works in the business: each party's role, hours and remuneration, other family members, key staff, and any change since separation.
- A6. Related-party arrangements: premises owned by a party or a related entity and the rent paid, loans between the parties and the business, management fees, and any personal expenses paid through the business.
- A7. The basis of value the expert is to apply, as settled in clause 6.3 of the letter.
- A8. Events since the valuation date that the parties agree the expert may, or may not, take into account.
- A9. Documents: the Document Schedule is agreed as the material disclosed, with any document withheld and the reason.

Part B: agreed assumptions

- B1. Assumptions the parties ask the expert to make, for example that a lease will be renewed on stated terms or that a stated liability exists. The report must set out the assumptions on which its opinions are based. [r 7.22(2)(c)]

Part C: matters in dispute that the expert is not asked to determine

- C1. Each disputed fact, with each party's position in one line: for example whether a family member's wage is at a commercial rate, or whether an offer for the business was genuine.
- C2. For each item, state what the parties want the expert to do: (a) value on each competing position and report the difference; (b) proceed on one party's position and state the effect of the other; or (c) wait until the Court has determined the matter so that clear instructions can be given. [r 7.05(d); r 7.22(2)(h)(iii)]
- C3. The parties acknowledge that the expert must tell the Court if a question falls outside the expert's expertise, or if the expert believes the report is based on incomplete or inaccurate information. [r 7.18(3)(e)]

Signed for each party: [Firm A] and [Firm B]

Part 4: the instructing lawyer's checklist

For the instructing lawyers only. Do not send it with the letter.

What goes wrong	What the pack does about it	Rule
Instructions are given by phone, in pieces, or by one side only.	The joint letter is the only instruction. It contains the five things the Rules require: a request for a written report, advice that the report may be used in a proceeding, the issues, the matters to be investigated, and full and frank disclosure. Both firms sign it.	r 7.13(3); r 7.03(1)
The expert has not been given the Rules, or has not read them.	Divisions 7.1.4 to 7.1.6 are Attachment A. The expert confirms reading them on acceptance and again in the affidavit.	r 7.13(2)(a); r 7.21(2)
There is no agreed statement of facts, so the expert quietly adopts one side's version.	Part 3 is settled first. If it cannot be agreed, each side gives its own statement and the letter says so.	r 7.13(4) and (5)
The expert is asked to decide a disputed fact.	Part C lists the disputed matters and tells the expert which of three courses to take. The Court can determine an issue so that clear instructions can be given.	r 7.05(d); r 7.22(2)(h) (iii)
One party or one firm contacts the expert alone.	Clause 9 restates the rule against unilateral communication and requires every communication to go to the other side at the same time.	r 7.03(3) and (4); r 7.19
The documents are incomplete, so the report is qualified or attacked.	The Document Schedule is completed jointly, with a status against every item. The expert must tell the Court if the report rests on incomplete information and must attach the list of documents relied on.	r 7.13(3)(e); r 7.18(3)(e)(ii); r 7.21(1)(b)
The report is not in the required form: not addressed to the Court, no summary of the instructions, or an affidavit that leaves out a prescribed statement.	Clauses 10 and 11 set out the form, the affidavit statements in the words of the rule, and the required contents, so the report can be checked before it is issued.	r 7.21; r 7.22; r 7.23
Work stalls, or a fee dispute starts, because nobody agreed who pays.	Clause 15 records the fee, the default of equal liability, that no work is required until the fee is paid or secured, and who pays for a conference, for written questions and for attendance at court.	r 7.06; r 7.09(3); r 7.28; r 7.15
After the report, a party interrogates the expert, sends several rounds of questions, or sends them late.	Clause 13 sets out the time limits: 21 days to agree a conference, and questions within 7 days after a conference or 21 days after receiving the report. Questions are put once only, for clarification only, and copied to the other side.	r 7.25; r 7.26; r 7.27(1)
The delivery date is set without regard to the court timetable.	Clause 12 records the next court event and sets the delivery date against it. A party who wants to cross-examine must give 14 days' written notice.	r 7.09(1)

Two cautions. First, rule 7.14, which requires an expert's report to be given to each other party within a set time, is expressed to apply to a report obtained for a parenting proceeding. Do not treat it as the deadline for disclosing a valuation report in a financial proceeding. Second, once a single expert witness has been appointed on an issue, a party must not tender a report or adduce evidence from another expert on the same issue without the Court's permission. The Court may give permission if it is satisfied that there is a substantial body of opinion contrary to the single expert's opinion that is or

may be necessary for determining the issue, that another expert knows of matters not known to the single expert that may be necessary for determining the issue, or that there is another special reason. [r 7.08] It is better to get the instructions right the first time than to plan on a second expert.

About this pack

Published by Family Law Valuations, familylawvaluation.com.au, on 2026-10-02. The current version is at familylawvaluation.com.au/insights/single-expert-joint-letter-of-instruction-template. It may be used and adapted freely.

This pack is general information and a drafting aid for lawyers. It is not legal advice, and it does not replace the Rules, the Court's practice directions or any order made in a matter. Whether a single expert is appointed, the terms of the instructions and how the report is used are matters for the parties' lawyers and the Court. The rule references were checked against the Rules as in force on 2 October 2026.