

Code of Conduct

For mediators and other third party neutrals



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Introduction

- 1 This Code applies to any person who acts as a neutral third party ('the Mediator') in an ADR procedure (such as mediation or executive tribunal - 'Mediation') under the auspices of the Centre for Effective Dispute Resolution ('CEDR Solve').

Impartiality and conflict of interest

- 2 The Mediator will at all times act, and endeavour to be seen to act, fairly and with complete impartiality towards the Parties in the Mediation without any bias in favour of any Party or any discrimination against any Party.
- 3 Any matter of which the Mediator is aware, which could be regarded as involving a conflict of interest (whether apparent, potential or actual) in the Mediation, will be disclosed to the Parties. This disclosure will be made in writing to all the Parties as soon as the Mediator becomes aware of it, whether the matter occurs prior to or during the Mediation. In these circumstances the Mediator will not act (or continue to act) in the Mediation unless all the Parties specifically acknowledge the disclosure and agree, in writing, to the Mediator acting or continuing to act as Mediator.
- 4 Information of the type which the Mediator should disclose includes:
 - having acted in any capacity for any of the Parties (other than as Mediator in other ADR procedures);
 - the Mediator's firm (if applicable) having acted in any capacity for any of the Parties;
 - having any financial or other interest (whether direct or indirect) in any of the Parties or in the subject matter or outcome of the Mediation; or
 - having any confidential information about any of the Parties or in the subject matter of the Mediation.
- 5 The Mediator (and any member of the Mediator's firm or company) will not act for any of the Parties individually in connection with the dispute which is the subject of the Mediation while acting as the Mediator or at any time thereafter, without the written consent of all the other Parties.

Confidentiality

- 6 Subject to paragraph 8 below, the Mediator will keep confidential and not use for any collateral or ulterior purpose:
 - the fact that a mediation is to take place or has taken place; and
 - all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the Mediation, including the fact of any settlement and its terms.
- 7 Subject to paragraph 8 below, if the Mediator is given information by any Party which is implicitly confidential or is expressly stated to be confidential (and which is not already public), the Mediator

shall maintain the confidentiality of that information from all other Parties, except to the extent that disclosure has been specifically authorised.

- 8 The duty of confidentiality in paragraphs 6 and 7 above will not apply if, and to the extent that:
- all parties consent to disclosure;
 - the Mediator is required under the general law to make disclosure;
 - the Mediator reasonably considers that there is serious risk of significant harm to the life or safety of any person if the information in question is not disclosed; or
 - the Mediator wishes to seek guidance in confidence from any senior officer of CEDR Solve on any ethical or other serious question arising out of the Mediation.

Commitment and availability

- 9 Before accepting an appointment, the Mediator must be satisfied that he/she has time available to ensure that the Mediation can proceed in an expeditious manner.

Fees

- 10 CEDR Solve will inform the Parties before the Mediation begins of the fees and expenses which will be charged for the Mediation or, if not accurately known at that stage, of the basis of charging and will not make any additional charges other than in exceptional circumstances.

Parties' agreement

- 11 The Mediator will act in accordance with the agreement (whether written or oral) made between the Parties in relation to the Mediation ('the Mediation Agreement') (except where to do so would cause a breach of this Code) and will use his/her best endeavours to ensure that the Mediation proceeds in accordance with the terms of the Mediation Agreement.

Insurance

- 12 The Mediator will take out professional indemnity insurance in an adequate amount with a responsible insurer.

Withdrawal of Mediator

- 13 The Mediator will withdraw from the Mediation if he/she:
- is requested to do so by any of the Parties (unless the Parties have agreed to a procedure involving binding ADR);
 - is in breach of this Code; or
 - is required by the Parties to do something which would be in material breach of this Code.
- 14 The Mediator may withdraw from the Mediation at his/her own discretion if:
- any of the Parties is acting in breach of the Mediation Agreement;
 - any of the Parties is, in the Mediator's opinion, acting in an unconscionable or criminal manner;
 - the Mediator decides that continuing the mediation is unlikely to result in a settlement; or
 - any of the Parties alleges that the Mediator is in material breach of this code.