



Mediator / Facilitator Code of Conduct

Introduction

1. This Code applies to any person who acts as a neutral third party (“the Mediator”) under the auspices of Global Mediation (“the Company”).
2. The Mediator agrees to comply with the European Code of Conduct for Mediators as a minimum standard which should be regarded as incorporated within this Code of Conduct.

Impartiality and conflict of interest

3. The Mediator will at all times act, and endeavour to be seen to act in manner which is professional, fair, respectful and with complete impartiality towards the parties in the mediation without any bias in favour of any party or any discrimination against any party.
4. The Mediator agrees that the mediation process shall be managed in an impartial, neutral and independent manner and that they have no personal interest in any particular outcome.
5. 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 should be disclosed to the parties. This disclosure must be made in writing to the Company 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.
6. Examples of the type of information that the Mediator should disclose include:
 - a. having acted in any capacity for any of the parties (other than as Mediator in other ADR procedures);
 - b. the Mediator’s firm (if applicable) having acted in any capacity for any of the parties;
 - c. 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;
 - d. having any confidential information about any of the parties or the subject matter of the mediation prior to being appointed by the Company.
7. 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 the Company and all the parties.

Commitment and availability

8. Before accepting an appointment, the Mediator must be satisfied that s/he has appropriate time available to ensure that the mediation can proceed in an expeditious manner.
9. The Mediator agrees to ensure that the Company is provided with up-to-date contact details, details of availability for work and means by which the Mediator can be contacted at short notice, including notifying the Company of any change of details such as mobile and email address.
10. Once a case has been accepted by a Mediator, the Mediator should not seek to transfer the case to any other Mediator, save in exceptional circumstances, such as illness or emergency. In the event the Mediator cannot fulfil their commitment, they must inform the Case Manager at the earliest opportunity and in no circumstances should they arrange a transfer to another Mediator themselves.

Confidentiality

11. Subject to paragraph 12 below, the Mediator will keep confidential and not use for any collateral or ulterior purpose:
 - a. the fact that a mediation is to take place or has taken place;
 - b. all information (whether given orally, in writing or otherwise) produced for, or arising in relation to, the mediation including the existence and terms of the settlement agreement (if any) arising out of it; and
 - c. details of all procedures, business documents and systems used in the course of running the mediation service, all of which may not be reproduced or used for any other purpose without the express written permission of the Company.
12. Subject to paragraph 12 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.
13. The duty of confidentiality will not apply if, and to the extent that:
 - a. all parties consent to disclosure; or
 - b. the Mediator is required by law to make disclosure; or
 - c. 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
 - d. the Mediator wishes to seek guidance in confidence from any senior officer or panel member of the Company on any ethical or other serious question arising out of the mediation.

14. A child protection or safeguarding issue is always to be regarded within paragraph 9(c), above. In SEND mediations, parents/carers are put on notice by the Company that any such issues will be disclosed to the relevant authorities.

Fees

15. The Mediator will not make any charge for fees or expenses beyond that which has been agreed with the Company and collected as part of the fixed fee of the mediation. The Company will be responsible for the fees of the Mediator who will not discuss fees or expenses with any party.

Agreement to mediate

16. The Mediator will act in accordance with the agreement (whether written or oral) made between the Parties in relation to the mediation ("the Agreement to Mediate") (except where to do so would cause a breach of this Code) and will use best endeavours to ensure that the mediation proceeds in accordance with the terms of the Agreement to Mediate.

Insurance

17. The Mediator will ensure full cover under a policy of professional indemnity insurance in an adequate amount with a responsible insurer. Insurance cover will normally be arranged through the Company.

Withdrawal of mediator

18. The Mediator will withdraw from the mediation if:
- requested to do so by any of the parties (unless the parties have agreed to a procedure involving binding ADR);
 - in breach of this Code; or
 - required by the parties to act in a way that is in material breach of this Code.
19. The Mediator may withdraw from the mediation at their own discretion if:
- any of the parties is acting in breach of the Agreement to Mediate;
 - any of the parties is, in the Mediator's opinion, acting in an unconscionable, hostile, unethical or a 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.

Transparency and communication

- 20. The Mediator will keep the Company updated with important developments in a case, including informing the case management team as soon as possible if a mediation is cancelled and providing timely outcome and evaluation information after a mediation.
- 21. The Mediator will keep the Company updated with important developments in a case, including informing the case management team as soon as possible if a mediation is cancelled and providing timely outcome and evaluation information after a mediation.
- 22. The Mediator will keep the Company updated with important developments in a case, including informing the case management team as soon as possible if a mediation is cancelled and providing timely outcome and evaluation information after a mediation.
- 23. The Mediator will keep the Company updated with important developments in a case, including informing the case management team as soon as possible if a mediation is cancelled and providing timely outcome and evaluation information after a mediation.

Policies

- 24. The Mediator is responsible for keeping up to date with and complying with all relevant Company policies.
- 25. The Mediator shall ensure that all participants have been provided with access to the Company Data Protection Statement and Privacy Statement at the start of the mediation process.
- 26. The Mediator is responsible for ensuring that sensitive information is treated in accordance with Company policy, including the secure destruction of any paper and electronic records or notes.
- 27. Mediators will co-operate and assist the Company to ensure that complaints, grievances or investigation are dealt with fairly and effectively.

Disputes

- 28. In the event of any dispute between the Mediator and the Company, the Mediator and the Company agree to attempt to resolve matters amicably through negotiation and mediation.

Get in touch

t: 0208 441 1355

e: info@globalmediation.co.uk

visit us:

Molteno House
302 Regents Park Road
London N3 2JX

globalmediation.co.uk