

Code of Conduct for Mediators

1. Introduction

All Mediators appointed by Gravitate HR shall comply with this Code and with the terms of the agreement between the parties to take part in mediation (“the Agreement to Mediate”).

2. Competence and Appointment of the Mediator

2.1 The Mediator shall be competent and knowledgeable in the process of mediation. The Mediator shall have undertaken proper training and shall undertake continuous education and practice in mediation skills.

2.2 The Mediator shall satisfy himself or herself as to his or her competence to conduct mediation before accepting appointment as a mediator and, upon request, shall disclose information concerning his or her background and experience to the parties.

3. Conflict of Interest and Impartiality

3.1 The Mediator shall be independent of any party to the dispute or difference, shall have no interest in the outcome and shall at all times act courteously, impartially and fairly, without discriminating on any grounds.

3.2 In the event of the Mediator becoming aware of a conflict of interest or possible conflict of interest of any kind or of any circumstances occurring which give rise to reasonable doubts about the Mediator’s impartiality or independence, the Mediator shall immediately disclose this to all the parties in writing. The Mediator shall then only continue to act if all the parties to the dispute acknowledge the disclosure and agree in writing to the Mediator continuing to act as Mediator and if the Mediator is satisfied that he or she may properly do so.

3.3 An individual shall not be appointed as Mediator in a dispute or other difference if a firm or company with whom the individual is connected has acted in any capacity for any of the parties in the dispute or difference in connection with that dispute or difference.

3.4 The Mediator shall not act in any capacity for any of the parties in connection with the dispute or difference which is the subject of mediation. The Mediator will not accept an appointment in relation to any arbitral or judicial proceedings relating to the dispute or difference.

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4. The Role of the Mediator and the Mediation Process

4.1 The Mediator shall prepare adequately for the mediation, including reading the parties' summaries and any supporting documents.

4.2 The Mediator shall satisfy himself or herself that the parties understand the characteristics of the mediation process and the role of the Mediator and the parties in it.

4.3 The Mediator shall ensure, prior to commencement of mediation that the parties have understood and expressly agreed the terms and conditions of the Agreement to Mediate, including in particular obligations of confidentiality imposed on the Mediator and on the parties.

The Agreement to Mediate shall, unless agreed otherwise, be drawn up in writing. The Mediator shall ensure that the Agreement to Mediate is signed by all participating in the mediation, unless the parties agree otherwise.

4.4 The Mediator shall ensure that the parties are aware that they may withdraw from mediation at any time without giving any reason.

4.5 The Mediator shall conduct the mediation in an appropriate manner, taking into account all the circumstances of the matter, including the wishes, needs and priorities of the parties. The parties shall be free to agree with the Mediator, by reference to a set of rules or otherwise, on the manner in which mediation is to be conducted.

4.6 The Mediator shall ensure that all parties have adequate opportunities to be involved in the process. The Mediator, in discussion with the parties, may at any time elect to meet the parties and/or their advisers separately or together.

4.7 The Mediator shall take all appropriate steps to ensure that the parties understand the terms of any agreement reached by them.

4.8 The Mediator may, upon request of the parties and within the limits of his or her competence, inform the parties as to how they may formalise and enforce any agreement they reach.

4.9 Subject to the exception which follows, the Mediator shall not decide or give an opinion on the factual or legal issues in the dispute or difference. In exceptional circumstances, the parties may ask the Mediator to express a view or to make non-binding written recommendations on the resolution of the dispute or difference. The Mediator shall not be obliged to comply with such a request or any other request to vary his or her role as independent facilitator of the process of mediation. The Mediator may do so if the Mediator considers that he or she is competent to do so and that to do so would assist in the resolution of the dispute or difference.

5. Withdrawal of Mediator

The Mediator shall withdraw from mediation if requested to do so by any of the parties, or if the Mediator considers that it is necessary to do so. In particular, the Mediator may withdraw from mediation at the Mediator's own discretion, without giving any reason, if the Mediator considers that a) any of the parties is acting or has acted in breach of the Agreement to Mediate or in an improper, illegal or criminal manner, (b) the Mediator is required to do so by law, or (c) continuing mediation is unlikely to result in resolution.

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6. Confidentiality

The Mediator shall keep confidential and not disclose to any third party for any purpose:

- (a) the fact that mediation may take place, is to take place or has taken place between the parties;
 - (b) any information given to the Mediator, whether orally or in writing, at any stage in mediation, including that given by parties in confidence. (All papers submitted by parties to the Mediator and notes made by the Mediator will be destroyed as soon as possible and not later than 8 weeks after the mediation process concludes);
 - (c) the Resolution Agreement (if any) arising out of mediation;
- unless:
- (i) the parties consent to disclosure;
 - (ii) disclosure is necessary to implement and enforce the Resolution Agreement;
 - (iii) the Mediator is required by law to make disclosure or report to an appropriate authority;
 - (iv) the Mediator reasonably considers that there is serious risk of significant harm to the life or safety of any person if the Mediator does not make such a disclosure;
 - (v) the Mediator requires assistance in confidence from any senior officer of Gravitate HR on any ethical or other serious question arising out of mediation;
 - (vi) the Mediator is engaged on a confidential basis in Gravitate HR's process of reviewing the performance of, and maintaining professional standards among, its Mediators.
 - (vii) any action is brought by a party against Gravitate HR or the Mediator in relation to the mediation and disclosure is necessary for them to defend the action.

7. Fees

Unless otherwise agreed, Gravitate HR shall agree with the parties, before the commencement of the mediation process, the fees and expenses which will be charged for mediation or, alternatively, the basis on which fees and expenses will be charged. Gravitate HR will collect the fees and expenses from the parties and reimburse the mediator.

8. Insurance

Prior to conducting mediation, the Mediator shall take out professional indemnity insurance in an adequate amount with a responsible insurer.

9. Advertising and Solicitation

Advertising and any other communication with the public concerning services offered or regarding the education, training and expertise of the mediator shall be honest and professional.

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