



Code of Conduct

Mediatelegal has developed this code because we want to go above and beyond the European Code of Conduct for Mediators for the benefit of our customers.

This code of conduct sets out the principles to which Mediatelegal and its mediators adhere. Adherence to the code is without prejudice to national legislation or rules regulating individual professions.

This code compliments the Mediatelegal Email of Appointment of a Mediator and Mediatelegal Mediation Agreement ("the Terms"). Where there is any discrepancy between this code and the Terms, the Terms shall prevail.

COMPETENCE AND APPOINTMENT OF PANEL MEDIATORS

Competence

All mediators shall be competent and knowledgeable in the mediation process. Relevant factors shall include formal accreditation, proper training, and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.

Appointment

Mediatelegal's administration team will communicate with the parties to agree a suitable date on which the mediation may take place. The mediator's background and competence to conduct the mediation is set out on their profiles on the Mediatelegal website, but upon request a more detailed profile will be issued to the customer and (and always preserving confidentiality) the mediator will disclose further information concerning his or her background and experience to the parties.

Advertising / Promotion of the Mediator's Services.

Our mediators will promote their practice in a professional, truthful and dignified way.

INDEPENDENCE AND IMPARTIALITY

Independence and Neutrality

All mediators that appear on our Mediation Panel and/or are appointed as a Mediatelegal mediator are not the agents or employees of Mediatelegal unless otherwise specifically stated upon instruction.

All mediators who appear on the Mediatelegal Mediator Panel and/or are appointed as Mediatelegal mediators are independent of each other.

The mediator must not act, or continue to act, in circumstances which the mediator believes may, or may be seen to, affect his or her independence or give rise to an actual or apparent conflict of interest. The duty to disclose matters relating to independence or conflict of interest is a continuing obligation throughout the process.

Such circumstances shall include:

- any personal or business relationship with one of the parties, or
- any financial or other interest, direct or indirect, in the outcome of the mediation, or

- the mediator, or a member of his or her firm, having acted in any capacity other than mediator for one of the parties.

For the avoidance of doubt:

- A firm does not include a barristers' chambers and Mediatelegal mediators who are barristers will not disclose where another member of their chambers (whether past, present or future) has acted or does act in any capacity for any party, save where any member of their chambers is currently acting in the dispute in which the mediator is to be instructed.
- Mediators appointed as Mediatelegal mediators are independent of each other and will not disclose any association or involvement of any kind in any dispute by another Mediatelegal mediator or their firm, chambers or place of business, save where that involvement relates to the current dispute in which the mediator is to be instructed.

Where the mediator makes a disclosure, that mediator may only accept or continue with the mediation provided that he or she is certain of being able to carry out the mediation with full independence and neutrality in order to guarantee full impartiality, and with full, informed consent of the parties.

Further details on Mediatelegal's terms about conflicts are contained in the Mediatelegal email for the Appointment of a Mediator which is sent to the parties prior to each mediation.

Impartiality

The mediator shall at all times act with impartiality towards the parties and/or their representatives.

THE MEDIATION AGREEMENT, PROCESS, SETTLEMENT & FEES

Procedure - Administration

The Mediatelegal Administration Team will:-

- liaise with the parties and/or their representatives to agree a suitable date, duration, and location for the mediation; and
- arrange with the parties for payment of the mediation fees and any applicable expenses.

Mediatelegal's Administration Team and the mediator shall ensure that, before the mediation begins, the parties have expressly agreed the terms of the Mediatelegal Mediation Agreement.

Procedure - Mediator

The mediator shall conduct the mediation in an appropriate manner, taking into account the circumstances of the case, including: possible power imbalances and the rule of law, any wishes that the parties may express, and the need for a prompt settlement of the dispute. The parties shall be free to agree with the mediator, by reference to a set of rules or otherwise, on the manner in which the mediation is to be conducted.

The mediator, if he or she deems it useful, may meet and speak to the parties or their representatives separately before or during the mediation.

Fairness of the Process

The mediator shall ensure that all parties have adequate opportunity to be involved in the process. As set out further in the Mediatelegal Mediation Agreement, the mediator may terminate the mediation, and the parties may withdraw from the mediation.

Conclusion of the Process

The mediator shall take reasonable measures to ensure that any understanding is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement.

The mediator may, upon request of the parties and within the limits of his or her competence, offer advice to the parties as to how they may formalise the agreement and as to the possibilities for making the agreement enforceable subject always to the limitation of liability of the mediator as set out in the Mediatelegal Mediation Agreement. However, the mediator will not draft any settlement agreement.

Mediation Fees

The mediator's fees will be dealt with and supplied by Mediatelegal's Administration Team and set out in the Mediatelegal Mediation Agreement which the parties will each agree before the mediator's appointment is confirmed. All fees are to be paid to Mediatelegal and not to the mediator directly.

CONFIDENTIALITY

As set out further in the Mediatelegal Mediation Agreement, the mediator and the parties, are bound by confidentiality. Any information disclosed in confidence to the mediator by one of the parties shall not be disclosed to the other parties without express permission, or unless compelled by law.

MEDIATELEGAL VALUES

Mediatelegal is committed to raising the awareness of the benefits of mediation. We are also committed to the support of education and training of users of mediation. Mediators that appear on the Mediatelegal Panel support and promote our values

INSURANCE

Mediators that appear on the Mediatelegal panel shall warrant that they shall maintain and continue to maintain Professional Indemnity cover up to a minimum limit of £1,000,000 for all work undertaken through or on behalf of Mediatelegal, and shall provide evidence of cover when requested by Mediatelegal.

Mediatelegal maintains separate Professional Indemnity cover up to a limit of £2,000,000.

The logo for Mediatelegal, featuring the word "mediatelegal" in a lowercase, sans-serif font. The "mediate" part is in blue and the "legal" part is in green.