



Calm Mediation

CODE OF CONDUCT FOR MEDIATORS

Calm Mediation makes a commitment to this code of conduct and expects all their mediators to respect the code. Calm Mediation has statutory policies and in-house procedures to follow to support the mediators in their work.

Calm Mediation provides accredited skills training for mediators, continued professional development training, continuous evaluation and supervision for the progression of their skills and personal support.

For the purposes of the code mediation is defined as any process where two or more parties agree to the appointment of a third-party – hereinafter “the mediator” - to help the parties to solve a dispute by reaching an agreement without adjudication.

1. COMPETENCE AND APPOINTMENT OF MEDIATORS

1.1 Competence

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

1.2 Appointment

The mediator will confer with the Coordinator regarding suitable dates on which the mediation may take place. The mediator shall satisfy him/herself as to his/her background and competence to conduct the mediation before accepting the appointment and, upon request, disclose information concerning his/her background and experience to the parties.

1.3 Advertising/promotion of Calm Mediation services and the quality of the mediators

Calm Mediation will promote their practice, in a professional, truthful and dignified way and promote the mediators who volunteer for the organisation.

2. INDEPENDENCE AND IMPARTIALITY

2.1 Independence and neutrality

The mediator must not act, or, having started to do so, continue to act, before having disclosed any circumstances that may, or may be seen to, affect his or her independence or conflict of interests. The duty to disclose is a continuing obligation throughout the process. Such circumstances shall include

- any personal or business relationship with one of the parties,
- any financial or other interest, direct or indirect, in the outcome of the mediation, or
- the mediator, or a member of her firm, having acted in any capacity other than mediator for one of the parties.

In such cases the mediator may only accept or continue the mediation provided that he/she is certain of being able to carry out the mediation with full independence and neutrality in order to guarantee full impartiality and that the parties explicitly consent.

2.2 Impartiality

The mediator shall at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.

3. THE MEDIATION PROCESS AND AGREEMENT

3.1 Procedure

The mediator shall satisfy himself/herself that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it. The mediator shall in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed to take part in the process voluntarily.

In workplace, family and landlord/tenant mediations the process must be voluntary but the parties must sign any applicable provisions relating to obligations of confidentiality on the mediator and on the parties. In addition, the mediation agreement shall, be drawn up in writing.

The mediator shall conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible power imbalances. 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.

3.2 Fairness of the process

The mediator shall ensure that all parties have adequate opportunities to be involved in the process. The mediator shall make every effort to ensure that the mediation is:

- balanced; that each party gets an equal amount of uninterrupted speaking time
- achievable; having regard to the circumstances of the case and the competence of the mediator for making such an assessment, or
- stopped; if the ground rules are not adhered to

3.3 The end of the process

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

The parties may withdraw from the mediation at any time without giving any justification.

The mediator must read the agreement to both parties before the close of the mediation.

3.4 Costs

The case Coordinator will always supply the parties with complete information on the mode of remuneration which Calm Mediation intends to apply.

4. CONFIDENTIALITY

The mediator shall keep confidential all information arising out of or in connection with the mediation, including the fact that the mediation is to take place or has taken place, unless compelled by law or grounds of public policy to disclose it. Any information disclosed in confidence to mediators by one of the parties shall not be disclosed to the other parties without permission, unless compelled by law.

The case Coordinator shall pass all necessary information to the mediators throughout the process and the mediators shall make a full report at the end of the process to the case Coordinator, in line with the confidence policy.

[This code of conduct is in accordance with the European Mediators' Code of Conduct]

*Calm Mediation
Unit 10 Berghem Mews
Blythe Road
London
W14 0HN*