

# Code of Conduct for Third Party Neutrals



**2020 Edition**

## Code of Conduct for Third Party Neutrals

### 1. Introduction

This Code of Conduct ('the Code') applies to any person who acts as a Mediator or other neutral third party ('the Neutral') in any dispute resolution procedure ('the Process') conducted under the auspices of the Centre for Effective Dispute Resolution ('CEDR') in relation to an attempt to resolve a dispute or difference ('the Dispute') between all the parties ('the Parties') to the Dispute under the terms of a written agreement signed by the Parties, the Neutral and CEDR ('the Process Agreement') to seek resolution of the Dispute.

Where the process being used by the Neutral is Commercial Mediation then the CEDR Model Mediation Procedure should be read in conjunction with this Code. This code is consistent with the European Code of Conduct for mediators.

### 2. Competence and availability

The Neutral assures the Parties that he or she:

- 2.1** possesses the necessary competence and knowledge about the Process to deal with Dispute, based on proper training and updating of education and practice in the necessary skills, as required by the regulations of the country of practice; and
- 2.2** has sufficient time to prepare properly for and conduct the Process expeditiously and efficiently.
- 2.3** does not present his or her skills or background in all promotional material in any way which is not truthful or professional.

### 3. Fees and expenses

The Neutral undertakes:

- 3.1** to make clear either directly to the Parties or through CEDR the basis for charging fees and expenses as between CEDR and the Parties for the conduct of the Process before the Process starts; and
- 3.2** not to prolong the Process unnecessarily where there is, in the Neutral's opinion, no reasonable likelihood of progress being made towards settlement of the Dispute through the Process.

### 4. Independence and neutrality

The Neutral:

- 4.1** will at all times act, and endeavour to be seen to act fairly, independently and with complete impartiality towards the Parties in the Process, without any bias in favour of, or discrimination against, any of the Parties;

**4.2** will ensure that the Parties and their representatives all have adequate opportunities to be involved in the Process;

**4.3** will disclose to the Parties any matter of which the Neutral is or at any time becomes aware which could be regarded as being or creating a conflict of interest (whether apparent, potential or real) in relation to the Dispute or any of the Parties involved in the Process, and, having done so, will not act or continue to act as Neutral in relation to the Dispute unless the Parties specifically acknowledge such disclosure and agree to the Neutral's continuing to act in the Process: such matters include but are not limited to:

- any personal or business relationship with any of the Parties;
- any financial or other interest in the outcome of the Mediation;
- having acted (either personally or through the Neutral's own firm or business) in any capacity other than as a Neutral in another Process for any of the Parties;
- being in prior possession of any confidential information about any of the Parties or about the subject-matter of the Dispute (but excluding any confidential information given to the Neutral by one of the Parties while acting as Neutral in relation to the Dispute)
- any such matters involving a close member of the Neutral's family.

**4.4** will not (nor will any member of the Neutral's own firm or business or close family) act for any of the Parties individually in relation to the Dispute either while acting as Neutral or at any time thereafter, without the written consent of all the Parties

## 5. Conduct of the Process

**5.1** The Neutral will observe all the terms of the Process Agreement (especially as regards confidentiality) and will conduct the Process consistent with any relevant CEDR Model Procedure.

**5.2** The Neutral will ensure that the Parties understand the obligations of the Process Agreement, including obligations relating to confidentiality.

**5.3** Where there is resolution during the Process, the Neutral will direct the Parties to record any settlement in signed writing and ensure that the signatories acknowledge that by signing they accept and understand the terms of any settlement.

## 6. Professional Indemnity Insurance

The Neutral will take out professional indemnity insurance in an adequate amount with a responsible insurer against such risks as may arise in the performance of the Neutral's duties in relation to the Dispute before acting as a Neutral.

## 7. Withdrawing from any Process

**7.1** The Neutral will withdraw from the Process and cease to act as such in relation to the Dispute if the Neutral:

- is requested to do so by one of the Parties, except where the Parties have agreed to a procedure involving a binding decision by the Neutral to conclude the Process;
- would be in breach of the Code if continuing to act as the Neutral; or
- is required by one or more of the Parties to act or refrain from acting in a way which would be in material breach of the Code or in breach of the law.

**7.2** The Neutral may withdraw from the Process at the Neutral's own discretion and after such consultation with the Parties as the Neutral deems necessary and appropriate (and always subject to the Neutral's obligations as to confidentiality) if:

- any of the Parties is acting in material breach of the Process Agreement;
- any of the Parties is acting in an unconscionable or criminal manner;
- the Neutral decides that continuing the Process is unlikely to result in a settlement;
- any of the Parties alleges that the Neutral is in material breach of the Code.

## 8. Complaints

The Neutral will respond to, and co-operate with, any complaints procedure initiated by a Party through CEDR in relation to the Process in which the Neutral acted, including attending (without charging a fee or claiming any expenses for attending) any meeting convened by CEDR as part of that complaints procedure.