



**Alternative Dispute Resolution**

**ADR UBUNTU**

# Code of Conduct

1 April 2025

Prepared and revised by Adv Frank J Stanley



## **CODE OF CONDUCT**

By accepting an appointment to the ADR UBUNTU Panel a Mediator undertakes to adhere to the following principles and standards of conduct, namely:

### **IMPARTIALITY**

1. A Mediator shall, subject to applicable laws and to regulations governing professional practice, present and promote their practice in a truthful way.
2. A Mediator will always discharge their duties in such manner as to ensure the fair administration of justice between the Parties.
3. A Mediator will not accept an appointment to mediate, unless they are satisfied that they can act impartially and independently in that matter.
4. A Mediator will inform the Registrar, upon their appointment to mediate, of any fact known to them which could impair or might reasonably impair, their ability to act fairly and independently in an allocated matter.
5. A Mediator will act diligently, efficiently and with the necessary courtesy to the Parties and their representatives.
6. For a period of 12 months following the end of a mediation, a Mediator may not represent in an advisory capacity any Party to a mediation in the same or a substantially related matter, unless all Parties to the mediation expressly consent to that representation after full disclosure. Acting as a neutral in other dispute resolution proceedings (for example as a Mediator or arbitrator) that may involve some or all of the Parties will not be considered a representation in an advisory capacity for the purposes of this clause.

### **PROCESS**

7. Parties to a mediation must, prior to the start of the mediation, be aware of how the fees and expenses for the mediation will be calculated, and how they will be paid by the Parties (and if shared between the Parties, in what proportions).
8. Before the mediation begins, a Mediator shall advise the Parties (a) about their relevant qualifications, (b) under the auspices of which Service Provider the service is being conducted, and whose code of professional conduct the Mediator will observe, (c) which process will apply in the event of a Party believing the Mediator has not met the standards of the stated code of professional conduct and (d) that at the end of the mediation they will be invited to offer written feedback on the process and on the Mediator's role.
9. A Mediator will satisfy themselves that the Parties to the mediation and their advisers understand the characteristics of the mediation process, their roles as Parties and advisers and the role of a Mediator.
10. A Mediator will ensure that before the mediation begins, the Parties have understood and agreed the terms and conditions which will govern the mediation including, those relating to obligations of confidentiality on the Mediator and on the Parties. It is best practice for those terms to be contained in a written mediation agreement unless the Parties or the circumstances dictate otherwise.
11. A Mediator will ensure that, if there are to be any pre-mediation private communications with the Mediator, all Parties are aware they will have equal opportunity to raise issues.
12. A Mediator will always ensure that they devote sufficient time and proper attention to the matter, both in the preparation of and during said mediation.
13. A Mediator will ensure that they maintain confidentiality in all matters unless the Parties expressly agree otherwise or compelled to make a disclosure by law, and/or by a court of law.
14. At no time will Mediators adduce evidence or testify on behalf of one of the Parties in making or defending a claim against another Party to the same mediation where they have acquired confidential information from the other Party, unless all that information is no longer confidential or unless the Party protected by the confidentiality gives consent, or is so ordered by a court.
15. A Mediator will employ procedures which avoid unnecessary costs or delays to promote the efficient despatching of their tasks.
16. A Mediator will take reasonable steps to prevent any misconduct that might invalidate an agreement reached at mediation or create or aggravate a hostile environment.
17. A Mediator shall withdraw from a mediation if a negotiation among the Parties assumes a character that to the Mediator appears unconscionable or illegal.

18. A Mediator will also be satisfied that the Parties have reached agreement of their own volition and knowingly consent to any resolution.
19. A Mediator will ensure the Parties understand that they may withdraw from the mediation at any time by informing the Mediator and all other Parties without being required to give any justification for doing so.

### **COMPLAINTS**

20. A Mediator may consult with the ADR UBUNTU Registrar about any professional or ethical dilemmas.
21. A Party to a mediation who believes there has been a lack of compliance with the Code by the appointed Mediator may activate the Complaints and Disciplinary process as set out on the ADR UBUNTU platform.
22. A Mediator will abide any rulings made by ADR UBUNTU Registrar with regards to standards of conduct relating to Mediators and accepts the duty to inform the Registrar of any matter or thing which may be relevant to their (a) appointment as a Mediator in any particular case, and (b) to desirability to remain on the Panel.
23. A Mediator shall abide by the ADR UBUNTU Rules of Mediation as promulgated and shall inform the Registrar of any reason whatsoever should the necessity arise warranting a deviation therefrom and/or amendment thereto.
24. A Mediator undertakes to co-operate with the ADR UBUNTU Registrar in order to facilitate the Registrar's work in administering any mediation in which they are appointed.

Failure to adhere to the above-mentioned Rules of Conduct, after the necessary investigation by an independent third Party selected by the Registrar, can lead a disciplinary hearing and your removal as a Mediator from the ADR UBUNTU panel.

I \_\_\_\_\_ confirm that I have read, understand and accept the terms and conditions set out in the above-mentioned Code of Conduct.

Signed at \_\_\_\_\_ on \_\_\_\_\_ 2025

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