



Code of Conduct for Party Wall Mediation Scheme Mediators

1. Application

This Code of Conduct applies to any person who acts as a Mediator under the Party Wall Mediation Scheme established by the Pyramus & Thisbe Society and Faculty of Party Wall Surveyors in respect of any Mediation or other Alternative Dispute Resolution procedure in which parties to a dispute have agreed to attempt to resolve their differences without resort to litigation. In this Code 'party' means any party to the mediation, and 'mediation agreement' means any agreement reached by the parties to engage in the mediation, whether or not the Mediator is also a party to such agreement.

2. Independence

The Mediator will in all respects relating to the Mediation act independently and impartially to all parties engaged in the dispute.

3. Competence in relation to mediation process

The Mediator is in a position to assure the parties that the Mediator:

- (a) has proper skills and experience to act as a Mediator,
- (b) has suitable insurance cover in place in respect of his practice as a Mediator,
- (c) in the event that the parties engage in an Arbitration or Early Neutral Evaluation, has proper skills and experience to act as an Arbitrator or Evaluator,
- (d) ensures that his knowledge of mediation law and practice are kept up to date,
- (e) will make full disclosure to the parties of any matter which might be seen by a reasonable independent third party as giving rise to a conflict of interest in relation to either the subject-matter of or the parties to the dispute and, having done so, will cease to act as mediator at the request of any party,
- (f) will not act for any of the parties or any associate of any party in relation to the dispute while acting as mediator or at any time thereafter,



- (g) will keep confidential all information arising out of or in connection with the mediation in accordance with any mediation agreement to which he is a party, unless compelled to make disclosure of any matter by any court of competent jurisdiction.

4. Competence in relation to the subject matter of the dispute

The Mediator will not act as such in relation to any dispute without ensuring that he is aware of the subject matter of the dispute, and that he is in a position to assure the parties that he has sufficient skills and experience in that subject matter to enable him to act as an effective mediator.

5. Competence in relation to the mediation

The Mediator is in a position to assure the parties that the Mediator:

- (a) has sufficient time available to ensure that he will prepare and conduct the mediation process thoroughly, efficiently, and with all proper expedition,
- (b) will take all proper steps to ensure that every party to the mediation is able to participate fully in the mediation process,
- (c) will not continue with the mediation beyond any time when it is clear that there is no reasonable prospect of a successful outcome,
- (d) is able to and will assist in the preparation of an enforceable and lawful agreement in writing encapsulating the terms of the agreement should one be reached by the parties in the mediation.

6. Withdrawal from mediation process

The Mediator will withdraw from the mediation, provided that in doing so he will not be acting in breach of any mediation agreement, where the Mediator is:

- (a) requested to do so by any party for any reason,
- (b) satisfied that any party is acting in material breach of any mediation agreement,
- (c) satisfied that any party is acting in a criminal or unacceptable manner.



7. Fees

The Mediator will supply the parties with complete information as to the manner and extent of the remuneration payable by them in connection with the mediation, and will not agree to act in a mediation until the principles of such remuneration have been accepted by all the parties in a letter of appointment or other document.

8. Promotion of services

The Mediator will not promote his services as a mediator other than in a professional and truthful manner.
