

RICS Code of Conduct for Mediators

1.0 Introduction

- 1.1** This Code is intended to set down overall principles that apply to mediators acting on instructions from and in the name of Royal Institution of Chartered Surveyors (RICS).

2.0 Independence, Neutrality and Confidentiality

- 2.1** Mediators must uphold principles of honesty, independence, impartiality, and openness (subject to clause 2.2 below).
- 2.2** Except as may be agreed otherwise by the parties, mediators 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 public policy or public safety grounds. Any information disclosed in confidence by one of the parties shall not be disclosed to the other parties without permission or unless compelled by law.
- 2.3** Mediators shall inform all parties and RICS (if it was the appointment body) at the earliest possible time, whether before or during the process, of any perceived conflict of interest and shall withdraw unless the parties explicitly consent to the mediator continuing.
- 2.4** Mediators shall not act on behalf of any party in connection with disputes to which they have been appointed.
- 2.5** Save for the agreed fees and expenses, mediators shall not seek to gain in any way from disputes to which they are appointed.
- 2.6** Mediators shall conduct the mediation process expeditiously.

3.0 Procedure

- 3.1** Mediators shall satisfy themselves that the parties to a mediation understand the characteristics of the process and the roles of the mediator and the parties
- 3.2** Mediators shall ensure that a Mediation Agreement is understood by all parties and is signed by authorised signatories and the mediator prior to commencement of the process.
- 3.2** When settlement terms are reached, mediators shall ensure that all parties fully understand the terms. Mediators shall facilitate the process of reducing the agreement to writing, though they shall not advise parties on the form and content of any settlement agreement.

4.0 Termination of the Process

- 4.1** Mediators shall terminate the process if:
- Criminal issues or matters of public safety arise in the process.
 - A settlement is being reached that for the mediator appears unenforceable, illegal or unconscionable having regard to the

circumstances of the case and the competence of the mediator for making such an assessment.

- The mediator is perceived to be in breach of this Code.
- A situation arises which requires the mediator to do so by law.

4.2 The process will terminate if:

- A party withdraws.
- An agreement is reached.

5.0 Relationship with RICS

5.1 RICS Mediators shall act as ‘ambassadors’ of RICS and shall seek to enhance its reputation and influence as a leading mediation service provider.

5.2 The relationship of trust between RICS and its mediators is paramount and mediators shall not use RICS-originated appointments for self-promotion or in any way which might be detrimental to the interests of RICS.

6.0 Insurance

6.1 Mediators 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 on RICS originated mediation appointments and shall provide evidence of cover when requested by RICS