

# COLIN STEWART ROBERTSON

## ACCREDITED MEDIATOR

### STANDARD POLICY & PROCEDURES DOCUMENT

#### **Agreement to Mediate**

Following appointment, the Mediator will forward to all Parties a draft Agreement to Mediate, for their approval, based upon the level of information known at the time of issue. Depending on whether the mediation is to take place face to face or online then this may subsequently be presented to the Parties for their signature. By taking part in the mediation the Parties are deemed to be in agreement with the conditions and obligations.

#### **Mediation Procedure**

Depending on the type of Mediation being conducted (Commercial, Workplace, Community/Neighbour) and whether it is to be face to face or online, then the Parties will receive an appropriate itinerary for the period/half day/day. This will (again, according to the type of mediation) indicate the order as to whether there will be an initial opening meeting with statements or initial interviews before a Joint Meeting.

#### **Parties' Commitment to the Mediation Process**

The mediation process is a voluntary procedure and can only succeed if all Parties are committed to finding a resolution. The outcome can therefore not be guaranteed and it relies substantially upon the Parties' cooperation and willingness to fully engage in the process. The commencement of the mediation assumes that all parties will enter into the spirit and objectives of the process.

#### **Confidentiality**

Once appointed, the Mediator and all Parties become bound by the conditions of Confidentiality, ensuring that the Mediator doesn't reveal any confidential details of the dispute unless expressly instructed by such Party. Accordingly, the Parties become bound by the same confidentiality conditions and should not breach these conditions by allowing others who are not Parties to the Agreement to Mediate to become aware of confidential communications, documents or by discussion of such matters. This is particularly relevant to the use of Social Media, etc. A separate detailed Confidentiality form will be forwarded to all Parties for their agreement and, if necessary, subsequent signature.

#### **Privacy and GDPR**

Following appointment, the Mediator will forward to all Parties a copy of the Mediator's standard form covering what to expect with regards to the storage of information about the Parties' details, etc, and reassurance as to its safe storage.

#### **Website and Papers**

All information contained in the Mediator's website and occasional papers are subject to regular updates and changes to reflect societal changes and conformity requirements. The Mediator

endeavours to keep these communications up to-date but advises all enquirers to make contact to discuss any issues of particular interest. For the avoidance of doubt, any perceived conflict, between the content of the website and/or papers, then the latest case documents will take precedence.

## **Pandemic Restrictions**

In the event of restrictions around pandemics (eg Covid 19) the Mediator will monitor the conditions imposed/removed as they are applicable to the mediation process. It is recommended that enquirers should make contact with the Mediator to discuss the situation at the time, their requirements and how they can be accommodated.

## **Feedback**

The Mediator welcomes feedback, good or otherwise through the contact email address. The Mediator is committed to the continual improvement of services to accommodate clients' requirements.

## **Mediation Procedural Problems**

Should any Party have any concerns regarding the process or procedures of the mediation then such Party should first contact the Mediator to discuss the issue and clear the matter.

Should the issue be something that would be better placed in writing then this should be forwarded for the Mediator to receive the communication at the earliest opportunity following the event, or at the latest within 28 days of the issue occurring. As the Mediator agrees, as part of his GDPR obligations, not to maintain unnecessary client records, it is essential that this period is not exceeded. The Mediator will acknowledge receipt of this communication within 5 working days of its receipt and respond to it within 21 days of the receipt of the initial communication. Should the Mediator require further time than the above 21 days then the Mediator will inform the party of such extra time required.

If the Mediator's response, to the Party's initial communication, requires the Party to continue the communication about the concern raised then this should be received by the Mediator within 14 working days of the receipt of the Mediator's response to the initial communication. The Party and the Mediator can continue this dialogue if they feel that it is beneficial to the closure of the matter.

In the rare event that the above procedure is insufficient to satisfy the Party's concern then, if necessary, the Party can refer the matter to the CMC to resolve. The CMC will only investigate matters that the Mediator no longer meets regulation requirements and/or is not a fit and proper person to hold Regulated status or that they have brought the CMC, mediation profession or mediation process into disrepute. This must be done within one month of the conclusion of the above initial consultation period with the Mediator and in any event within 6 months of the events giving rise to the matter. Further details can be supplied on request or reviewed on CMC's website.