



Association of Midlands Mediators

Handbook 2017

Association of Midlands Mediators
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1 INTRODUCTION

1.1 The objects for which the Association of Midlands Mediators (“the Association”) was established are set out in its Memorandum of Association (Appendix 3) and are as follows:

- To promote the concept of commercial mediation and other alternative dispute resolution procedures;
- To further the interests of mediation by liaising with such bodies as the courts’ Liaison Committee and the Chartered Institute of Arbitrators and other mediation organisations;
- To promote the maintenance of high standards in the training and practice of mediators by facilitating training and generally assisting in the continuing professional development of those already accredited as mediators;
- To maintain a regional list of commercial mediators;
- To provide opportunities and facilities for Members and Associate Members to meet and exchange views and ideas.

1.2 The Association was established in 2000 and since then has gradually developed its rules and procedures to allow it to provide a first class service to its users. The purpose of this handbook is to bring together the Association’s rules and procedures in order to provide transparency as to how it operates and what standards are required of its members.

2 MEMBERSHIP REQUIREMENTS AND JOINING PROCEDURE

2.1 The Association has two categories of membership; Member and Associate Member. The requirements for these categories are set out in paragraph 12 of the Articles of Association (Appendix 2) and are as follows:

- Membership is restricted to those individuals who are accredited mediators. Accreditation of mediators is carried out by approved bodies. The Association accepts those bodies that provide training courses approved by the Civil Mediation Council.
- Associate Membership is open to those who can demonstrate either that they are in the process of training by an approved body

(as referred to above) to obtain accreditation as a mediator or that they are committed to furthering the objects of the Association.

- Admission must be applied for in writing delivered to the Secretary.
- Every proposal for Membership or Associate Membership must be submitted to and considered by the Association's Standing Committee at the meeting next following receipt by the Secretary of the application or as soon as it is practical to do so.

2.2 It is a requirement of membership of the Association that both Members and Associate Members agree to be bound by the European Code of Conduct for Mediators (Appendix 4). Members also agree to charge fees in accordance with those set out in the Association's leaflet 'How to Refer a Dispute to Mediation' for those mediations introduced by the Association.

2.3 Application for membership of the Association is made by completing the application form (Appendix 5). The completed form should be submitted to the Secretary together with proof of accreditation and (in the case of prospective panel members only) the Professional Indemnity Insurance cover required by paragraph 3.5 below.

2.4 Upon acceptance, each Member must pay an entrance fee and annually a membership fee as fixed by the Association in General Meeting. The fees currently applicable are as stated on the application form.

3 MEDIATOR PANELS

3.1 Acceptance as a Member of the Association does not imply that the Member will be put forward for mediations. In order to ensure that the Association only puts forward for mediations those Members that have developed sufficient mediation skills and experience to act competently as lead mediator, the Association maintains the following panels, membership of which is a pre-condition to the Association putting a Member forward for mediations:

- the general commercial disputes panel
- the workplace panel.

3.2 Each panel comprises those Members that have demonstrated that they are an experienced mediator of mediations relevant to the respective

panel, and have acted as lead mediator in at least two mediations in the 12 months prior to application for or renewal of membership of the respective panel. Alternatively, Members must demonstrate that they have completed three mediations relevant to the respective panel as observer / pupil mediator in the year prior to application for or renewal of membership of the respective panel, one of which may be of a role play nature, and have received satisfactory reports from the lead mediators concerned.

- 3.3 The demonstration required in paragraph 3.2 above shall be provided by completing a Recent Experience Form (Appendix 6) listing mediations carried out, whether as lead mediator or as observer/pupil mediator. In addition, in the case of inexperienced mediators, a report from the lead mediator should be provided for all of the required mediations where the mediator has acted as pupil. It is not necessary for the mediations reported to be mediations introduced by the Association.
- 3.4 Panel members are required to demonstrate that they continue to maintain their skills and knowledge regarding mediation by complying with the Association's CPD requirements, which are set out in paragraph 4 below.
- 3.5 Panel members are required to maintain Professional Indemnity insurance cover for their mediator activities of at least £1 million (each and every claim).

4 CONTINUING PROFESSIONAL DEVELOPMENT SCHEME

- 4.1 A panel member must only accept appointments as mediator which he/she is competent to undertake and must ensure that he/she undertakes sufficient CPD on an annual basis to maintain his/her mediation skills and knowledge. Nevertheless, the Association wishes to be confident that its panel members are competent so that they are able to provide an appropriate service to the Association's users. To this end, all panel members are required to comply with paragraphs 4.2 and 4.3 below.
- 4.2 Every panel member shall undertake on an annual basis six hours of structured training on mediation related subjects (the Association puts on regular training events) and shall carry out mediations in compliance with paragraph 3.2 above.
- 4.3 Evidence that the above CPD requirements have been met will be required on renewal of panel membership each year. Such evidence will

be by self-certification except that each year 5% of all panel members will be audited on a random basis. In respect of prospective panel members - that is, mediators applying for (as distinct from renewing their) membership of any of the Association's mediator panels - evidence that the above CPD requirements have been met will be also required, to the extent that that prospective panel member was accredited as a mediator more than 12 months prior to the date of their application for membership.

5 MONITORING OF PERFORMANCE

- 5.1 It is important that the Association obtains feedback on mediations both from the mediator (and observer/pupil mediator) and the parties involved.
- 5.2 Feedback from the mediator provides information on how well the Association performed and how the service could be improved, on the performance of the observer/pupil mediator (and vice versa) and on any lessons learned that could be shared (anonymously) with other mediators as appropriate.
- 5.3 Similarly, feedback from the parties (or more often their representatives) gives similar information from the perspective of the user. It also provides more detailed information on the performance of the mediator.
- 5.4 All panel members carrying out mediations introduced by the Association are required to submit a completed Mediation Report Form (Appendix 7) as soon as possible after the mediation has been completed. Part of the information to be provided on this form is the names and contact details of the parties or, if thought to be more appropriate, their representatives. The Association may write to the parties and request feedback by asking them to complete a Mediation Evaluation Form (Appendix 8). Any party feedback received is communicated to the mediator concerned.
- 5.5 Members should note that, as the mediation process is confidential, they must obtain the agreement of the parties before completing the Mediation Report Form. This agreement will usually be obtained by including a suitable term in the mediation agreement. Members are encouraged to use the Association's pro forma mediation agreement where possible, which includes the following:

"The Association of Midlands Mediators requires feedback from the Mediator regarding the conduct of the mediation as part of its quality management procedures and in order that any valuable lessons may be learnt and used to enhance the process in future"

mediations. The parties agree that the Mediator may provide information to the AMM for the above purpose.”

- 5.6 The task of monitoring Mediation Evaluation Forms received from parties is allocated to a member of the Association’s Standing Committee. If any feedback is received which indicates that the mediator concerned did not perform adequately, then this will be drawn to that mediator’s attention and his or her comments requested. If an answer is received that tends to demonstrate that the criticism was unwarranted, then no further action will be taken.
- 5.7 If it is considered that further action is required then the matter will be raised with the Standing Committee which will consider whether further action would be appropriate. That action may include removing the mediator involved from the Association’s panel/panels until further training and/or pupillage has been undertaken.
- 5.8 The Association may keep a record of all feedback received including the outcome of mediations.

6 COMPLAINTS PROCEDURE

The Association operates a Complaints Procedure which is as set out in Appendix 9.

7 ADMINISTRATION AND SELECTION OF MEDIATORS

- 7.1 The Association does not appoint mediators. The procedure is as follows:
- Enquiry received by the Association’s Administrator. Details are logged of the enquirer, and (where known) of the names of the parties; the nature of the dispute; the amount of the dispute (if monetary); and any particular requirements as to the profession or expertise of the mediator or location for the mediation. The enquiry is assigned a reference number.
 - Details of the enquiry are circulated to the appropriate mediator panel by email. Details provided are made anonymous.
 - Panel members may respond to indicate their willingness and availability to act as mediator and where appropriate confirm they meet any specific requirements of the enquirer.

- Responses are checked to filter out any that do not meet the specific requirements of the enquirer and (usually three) mediators are selected and their details communicated by the Association's Administrator to the enquirer. CVs of these mediators are provided to the enquirer together with instructions as to how to proceed as set out in the Association's "How to Refer a Dispute to Mediation" leaflet.
- The enquirer agrees with the other party to the dispute which of the Association's mediators, if any, is to be appointed. The parties approach the selected mediator and agree the terms of the appointment directly with that mediator.

7.2 Panel members are informed by email when their CV has been put forward to an enquirer. At this stage they are provided with the names of the parties (if known) and their attention is drawn to the following:

- the fees set out in the Association's "How to Refer a Dispute to Mediation" leaflet;
- the requirement not to contact the parties or their representatives unless those parties themselves make contact;
- the requirement to inform the Administrator should they be appointed mediator, in order to maintain records and ensure the feedback procedure can be implemented;
- the requirement to pay an introduction fee to the Association of the greater of £200 and 15% of the fees charged;
- the opportunity to promote the Association by using the Association's pro-forma mediation agreement and writing to the parties afterwards to thank them for using the Association;
- the opportunity to have another Member attend as observer/pupil to assist in raising the experience and skill of the Association as a whole.

7.3 The Association may keep data on its members in a number of forms. This includes:

- CVs
- Application/Renewal Forms

- Experience/Expertise Forms
- Feedback Forms
- Recent Experience Forms
- CPD Forms
- copy accreditation and PII certificates
- Mediation Report Forms.

The Association is registered as a holder of data under the Data Protection Act 1998. Where specific consent has not been obtained from any member to hold such data, any member's renewal of membership, or their application for membership will signify that consent.

Appendix 1**Association of Midlands Mediators****Key Contacts and members of the Standing Committee****Chairman**

Christopher Fitton
The Saplings
2 Stonebridge Road
Brewood
Staffs
ST19 9HB
(0121 285 3000)

Secretary

Mark Keeley
Freeths LLP
Cumberland Court
80 Mount Street
Nottingham
NG1 6HH
(0845 274 6875)

Treasurer

Chris Wiggin
Shurdington House Stables
Main Road
Shurdington
Cheltenham
Gloucestershire
GL51 4XJ
(07949 655228)

Committee Member

Andrew Lancaster
Anthony Collins Solicitors LLP
134 Edmund Street,
Birmingham
B3 2ES
(0121 212 7421)

Committee Member

Tim Russ
Roythornes Limited
Enterprise Way
Pinchbeck
Spalding
Lincs
PE11 3YR
(01775 842542)

Committee Member

Lubna Shuja
Legal Swan Solicitors
1st Floor
168 Hamstead Road
Handsworth
Birmingham
B20 2QR
(0121 551 7866)

Committee Member

Joanne Welsh
90 Elm Road
Bournville
Birmingham
B30 2AY
(0121 472 2021)

Appendix 2

Association of Midlands Mediators

Articles of Association

1. Interpretation

In these Articles:

“Clear Days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to have been given and the day for which it is given or on which it is to take effect.

“Standing Committee” means the Standing Committee of the Association.

“The Association” means The Association of Midlands Mediators

Unless the context otherwise requires words or expressions contained in these Articles should be given their natural and ordinary meaning.

2. Objects

The Association is established for the purposes expressed in the Memorandum of Association.

3. Membership

“Members” and “Associate Members” of the Association are those persons who are Members or Associate Members respectively of the Association at the date of the adoption of these Articles and such persons as are accepted as Members or Associate Members in accordance with the Articles for the time being of the Association and no other persons may be Members or Associate Members of the Association.

Associate Members shall not be listed in any lists of mediators produced by the Association and shall not use their Associate Membership of the Association to infer that the Association in any way holds them out to be qualified to act as mediator.

4. Committee and Officers

- 4.1 There must be a Chairman, a Treasurer and a Secretary (“the Officers”) who must be elected by the members of the Standing Committee from amongst their number.
 - 4.2 There must be a Standing Committee consisting of:
 - 4.2.1 The Officers: and
 - 4.2.2 Up to four Members or Associate Members.
 - 4.2.3 The members of the Committee shall be elected in the manner provided below.
 - 4.3 Subject to as provided below, elected members of the Standing Committee must be elected at the Annual General Meeting for three years until the day after the Third Annual General Meeting after their election but are eligible for re-election.
 - 4.4 Any elected member of the Standing Committee who attends fewer than half the meetings between two consecutive Annual General Meetings must, if his term of service is not expired, retire on the day of the second of such meetings unless the Standing Committee decide otherwise, and is ineligible for re-election for the next year.
 - 4.5 If a casual vacancy occurs in any of the offices or amongst the elected members of the Standing Committee between one Annual General Meeting and another, the Standing Committee may appoint a Member or Associate Member to fill the vacancy whose period of office shall expire the day after the next Annual General Meeting.
 - 4.6 No more than five members of the Standing Committee shall have their principal place of business in the same division of the Midlands.
5. Annual General Meetings
- 5.1 The Association must hold a General Meeting as its Annual General Meeting in each year in addition to any other meetings in that year that take place.
 - 5.2 Not more than fifteen months may elapse between the date of one Annual General Meeting of the Association and that of the next.

5.3 At the Annual General Meetings the reports of the Standing Committee and the accounts for the previous year must be considered, calls upon the Members may be made (see Article 19), the Officers and other elected members of the Standing Committee for the following year must be elected by ballot if the number of nominations exceeds the number of vacancies, and any other business may be transacted at an Annual General Meeting by statute or these Articles.

5.4 All General Meetings other than Annual General Meetings must be called Extraordinary General Meetings.

6. Convening Extraordinary General Meetings

6.1 The Standing Committee may, whenever it thinks fit, and must upon a requisition made in writing by three or more Members or Associate Members convene an Extraordinary General Meeting.

6.2 Any requisition for an Extraordinary General Meeting must express the object of the meeting proposed to be called, and must be left at the office of the Association and addressed to the Secretary.

6.3 On receipt of such requisition, the Standing Committee must proceed to convene an Extraordinary General Meeting.

6.4 If the Committee does not proceed to convene the meeting within 21 days, those requiring the meeting may themselves convene such meeting.

7. Notice of Meetings

7.1 At least 14 days notice of any Annual General Meeting and 7 days notice of any Extraordinary General Meeting must be given.

7.2 The notice must specify the place and day and hour of the meeting and in case of special business, the general nature of such business.

8. Business

All business is deemed to be special with the exception of business that may be transacted at the Annual General Meeting according to these Articles.

9. Copy of proceedings to be sent to the Members

A copy of the proceedings of all Annual General Meetings shall be sent to all Members and Associate Members within 21 days after the Annual General Meeting.

10. Voting

10.1 At every general meeting ten Members or Associate Members form a quorum.

10.2 Each Member or Associate Member may have one vote and except in the cases otherwise specifically provided for by these Articles, all resolutions decided by a majority of the Members and Associate Members present and voting and the Chairman in case of equality may have a second or casting vote.

11. Exercise of Powers of Standing Committee

11.1 The Management of the Association is entrusted to the Standing Committee who may regulate its own proceedings, delegate any of the powers to sub-committees, make alter or revoke its own regulations, and generally exercise all powers of the Association not otherwise exercisable in general meetings.

11.2 At a meeting of the Standing Committee four members shall form a quorum.

11.3 No regulation made by the Association in general meetings may invalidate any prior act of the Standing Committee that would have been valid had the regulation not have been made.

11.4 The Standing Committee must make a report to every Annual General Meeting.

12. Application for Membership

12.1 Membership is restricted to those individuals who are accredited Mediators. Accreditation of Mediators is carried out by approved bodies. The Association accepts those training bodies that are accepted from time to time by the Civil Mediation Council.

12.2 Associate Membership is open to those who can demonstrate either that they are in the process of training by one of the bodies above to obtain accreditation as a mediator or that they

are committed to furthering the objects of the Association.

12.3 Admission must be applied for in writing delivered to the Secretary.

12.4 Every proposal for Membership or Associate Membership must be submitted to and considered by the Standing Committee at the meeting next following receipt by the Secretary of the application or as soon as it is practical to do so.

13. Entrance and Annual Membership Fees

Every Member and Associate Member elected under these Articles must upon admission to the Association pay such entrance fee and annually such membership fee as fixed by the Association in General Meeting.

14. Resignation of Membership

Any Member or Associate Member having paid all money due from him to the Association may resign his membership on giving notice in writing to the Secretary of his intention so to do.

15. Avoidance of Membership by Bankruptcy

Any Member or Associate Member of the Association who becomes bankrupt, or has a Receiving Order in Bankruptcy made against him or makes a voluntary arrangement as defined in the Insolvency Act 1986, immediately ceases to be a Member or Associate Member respectively of the Association.

16. Expulsion of Members

If any Member or Associate Member is accused of any dishonourable, improper or unprofessional conduct, on the grounds which the Standing Committee after investigation deem sufficient, an Extraordinary Meeting of the Association must be convened to consider the accusation, and the Member or Associate Member may, after he has had the opportunity of explaining his conduct, by vote of three-quarters of the Members and Associate Members present and voting on the question (there being not less than ten Members or Associate Members present) be expelled from the Association and will then immediately forfeit his interest and privileges in the Association without further claim for calls or for any other money paid to the Association, but he will remain liable to pay any calls or other money

outstanding as at the date of his expulsion.

17. Rights of Members

The rights of each Member or Associate Member are personal and not capable of transfer or transmission.

18. Accounts

A copy of the Accounts and Balance Sheet, duly audited and certified by a person or persons appointed by the Association in General Meeting, should be laid before the Association at or prior to the Annual General Meeting and approved by a majority of the Members and Associate Members present.

19. Funds

19.1 The Association in General Meeting may from time to time make such calls as it thinks fit (and as necessary to meet the legitimate needs and expenses of the Association) upon the Members, and each Member must pay the amount of every call so made on him to the Treasurer at such time or times as are prescribed by the Resolution making the call or, if no time is prescribed then at the expiration of 14 days from the passing of the Resolution.

19.2 A call is deemed to have been made when the Resolution making the call was passed.

19.3 No notice of any call need be sent other than a copy of the proceedings of the meeting at which the call was passed, which copy is deemed to be a notice within the meaning of these Articles.

19.4 The Association's funds should be placed in bank account(s) in the name of the Association, to be opened and operated as determined by the Standing Committee. One signature is required to operate the bank account(s), which shall be that of the Treasurer.

20 Forfeiture of Membership

Any Member who has not paid his call by the end of the current year for which the call is made may be struck off the roll of Membership by resolution of the Standing Committee.

21. Notices

21.1 Any Notice to be served by the Association upon any Member or Associate Member may be served personally or by sending it through the post in a pre-paid addressed envelope.

21.2 Any notice, if served by post, is deemed to have been served at the time when the letter containing the notice would be delivered in the ordinary course of post, and a certificate signed by the Secretary or the person employed by him to post the notice is conclusive evidence of the notice having been duly posted.

22. Members' addresses

Every Member and Associate Member must notify the Chairman or Secretary of a place of business or residence as his address and of any subsequent change of that address, and that place will for all purposes be deemed his or her address.

23. Amendments

These Articles of Association may be amended by resolution of at least three-quarters of those Members and Associate Members of the Association present and voting on the question in a general meeting.

- iii) organisations;
- iii) To promote the maintenance of high standards in the training and practice of mediators by facilitating training and generally assisting in the continuing professional development of those already accredited as mediators.
- iv) To maintain a regional list of commercial mediators.
- v) To provide opportunities and facilities for Members and Associate Members to meet and exchange views and ideas.

5. Application of Income and Property

The entire income and property of the Association must be applied solely to the promotion of the objects of the Association as set out in this memorandum; no distribution may be paid or transferred, directly or indirectly, by way of dividend or bonus, or otherwise by way of profit, to the persons who at any time are or have been Members or Associate Members of the Association or any of them, or to any person claiming through any of them provided that nothing contained in this Memorandum of Association prevents:

- vi) Payments in good faith of remuneration to any Member or Associate Member of the Association or other person, in return for any services actually rendered to the Association, or
- vii) Payment of any interest at a rate not exceeding 10% per year on money borrowed from a Member or Associate Member of the Association, or
- viii) Free distribution among, or sale at a discount to, Members or Associate Members of the Association of any books or other publications relating to any of the objects of the Association as set out above.

6. Winding-up

If on the winding-up or dissolution of the Association, any property remains after the satisfaction of all debts and liabilities, that property must not be paid to or distributed amongst the Members of the Association but must be given or transferred to some other institution or institutions

having Objects similar to the Objects of the Association in either case to be determined by a resolution of the Members and Associate Members of the Association in a general meeting, and, in default, by any Judge of the High Court of Justice who may have or have acquired jurisdiction of the matter and if and so far as effect cannot be given to this provision then to some charitable object.

7. Amendments

This Memorandum may be amended by resolution of at least three-quarters of those Members and Associate Members of the Association present and voting on the question in a general meeting.

Appendix 4

EUROPEAN CODE OF CONDUCT FOR MEDIATORS

This code of conduct sets out a number of principles to which individual mediators can voluntarily decide to commit, under their own responsibility. It is intended to be applicable to all kinds of mediation in civil and commercial matters.

Organisations providing mediation services can also make such a commitment, by asking mediators acting under the auspices of their organisation to respect the code.

Organisations have the opportunity to make available information on the measures they are taking to support the respect of the code by individual mediators through, for example, training, evaluation and monitoring.

For the purposes of the code mediation is defined as any process where two or more parties agree to the appointment of a third-party – hereinafter “the mediator” – to help the parties to solve a dispute by reaching an agreement without adjudication and regardless of how that process may be called or commonly referred to in each Member State.

Adherence to the code is without prejudice to national legislation or rules regulating individual professions.

Organisations providing mediation services may wish to develop more detailed codes adapted to their specific context or the types of mediation services they offer, as well as with regard to specific areas such as family mediation or consumer mediation.

1. COMPETENCE AND APPOINTMENT OF MEDIATORS

1.1 Competence

Mediators shall be competent and knowledgeable in the process of mediation. Relevant factors shall include proper training and continuous updating of their education and practice in mediation skills, having regard to any relevant standards or accreditation schemes.

1.2 Appointment

The mediator will confer with the parties regarding suitable dates on which the mediation may take place. The mediator shall satisfy him/herself as to his/her background and competence to conduct the mediation before accepting the

appointment and, upon request, disclose information concerning his/her background and experience to the parties.

1.3 Advertising/promotion of the mediator's services

Mediators may promote their practice, in a professional, truthful and dignified way.

2. INDEPENDENCE AND IMPARTIALITY

2.1 Independence and neutrality

The mediator must not act, or, having started to do so, continue to act, before having disclosed any circumstances that may, or may be seen to, affect his or her independence or conflict of interests. The duty to disclose is a continuing obligation throughout the process. Such circumstances shall include:

- any personal or business relationship with one of the parties;
 - any financial or other interest, direct or indirect, in the outcome of the mediation;
- or
- the mediator, or a member of his or her firm, having acted in any capacity other than mediator for one of the parties.

In such cases the mediator may only accept or continue the mediation provided that he/she is certain of being able to carry out the mediation with full independence and neutrality in order to guarantee full impartiality and that the parties explicitly consent.

2.2 Impartiality

The mediator shall at all times act, and endeavour to be seen to act, with impartiality towards the parties and be committed to serve all parties equally with respect to the process of mediation.

3. THE MEDIATION AGREEMENT, PROCESS, SETTLEMENT AND FEES

3.1 Procedure

The mediator shall satisfy himself/herself that the parties to the mediation understand the characteristics of the mediation process and the role of the mediator and the parties in it.

The mediator shall in particular ensure that prior to commencement of the mediation the parties have understood and expressly agreed the terms and conditions of the mediation agreement including in particular any applicable

provisions relating to obligations of confidentiality on the mediator and on the parties. The mediation agreement shall, upon request of the parties, be drawn up in writing. The mediator shall conduct the proceedings in an appropriate manner, taking into account the circumstances of the case, including possible power imbalances and the rule of law, any wishes the parties may express and the need for a prompt settlement of the dispute. The parties shall be free to agree with the mediator, by reference to a set of rules or otherwise, on the manner in which the mediation is to be conducted. The mediator, if he/she deems it useful, may hear the parties separately.

3.2 Fairness of the process

The mediator shall ensure that all parties have adequate opportunities to be involved in the process.

The mediator if appropriate shall inform the parties, and may terminate the mediation, if:

- a settlement is being reached that for the mediator appears unenforceable or illegal, having regard to the circumstances of the case and the competence of the mediator for making such an assessment; or
- the mediator considers that continuing the mediation is unlikely to result in a settlement.

3.3 The end of the process

The mediator shall take all appropriate measures to ensure that any understanding is reached by all parties through knowing and informed consent, and that all parties understand the terms of the agreement. The parties may withdraw from the mediation at any time without giving any justification. The mediator may, upon request of the parties and within the limits of his or her competence, inform the parties as to how they may formalise the agreement and as to the possibilities for making the agreement enforceable.

3.4 Fees

Where not already provided, the mediator must always supply the parties with complete information on the mode of remuneration which he intends to apply. He/she shall not accept mediation before the principles of his/her remuneration have been accepted by all parties concerned.

4. CONFIDENTIALITY

The mediator 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 grounds. Any information disclosed in confidence to mediators by one of the parties shall not be disclosed to the other parties without permission or unless compelled by law.

Appendix 5

ASSOCIATION OF MIDLANDS MEDIATORS

**FAO: Mark Keeley
Cumberland Court
80 Mount Street
Nottingham
NG1 6HH**

APPLICATION FOR MEMBERSHIP OR ASSOCIATE MEMBERSHIP

Full name

Business Address

.....

.....

.....

Contact numbers:

Office

Home

Mobile

Email

Class of membership: Member / Associate Member (Member £90 plus £100 joining fee, Associate Member £30 no joining fee. Year runs from 1 May, no pro rata charge for part year).

Primary profession:

Mediation Accrediting Body:

Date of accreditation:

Training planned / in progress for achieving accreditation as mediator
(Associate Members only):

.....
.....
.....

If you wish to join one or more of AMM's panels please confirm that you are covered by professional indemnity insurance of at least £1million each and every claim and provide a copy of your certificate of insurance.

Insurer:

Date of Certificate:

By signing below you are confirming that:

1. you agree to be bound by the procedures set out in the AMM Handbook, including that you agree for the purpose of the Data Protection Act 1998 that AMM may hold information about you;
2. you have never been the subject of any disciplinary action by your professional regulator (if any) or engaged in any dishonourable, improper or unprofessional conduct.

Signature

Date

Appendix 6

ASSOCIATION OF MIDLANDS MEDIATORS

RECENT EXPERIENCE FORM

Name	Address and contact details
Accredited by:	Date:
CPD status and whether Registered as a Practising Mediator with an Accrediting Body	
Date and Role (eg Mediator, Assistant mediation, pupil mediator, mediation advocate)	Brief description of dispute, without the names of the parties. Try to restrict description to a few sentences but include sector, amount and time. It is suggested up to three cases are included.
<i>Sector preferences and any other comments you wish to add - see Note below.</i>	

Note: The purpose of this form is as follows:

1. To enable AMM to play a constructive part in the development of its members as mediators by providing them with appropriate opportunities – perhaps as assistant/pupil mediators - whenever AMM is able to do so.
2. To assess whether a member has sufficient recent experience for inclusion in one or more of AMM's mediation panels.

The form should be periodically updated as experience is gained

Appendix 7

ASSOCIATION OF MIDLANDS MEDIATORS

MEDIATION REPORT FORM

(To be completed by mediator/co-mediator/assistant mediator after the mediation and returned to the Administrator)

PLEASE NOTE: IN ORDER TO PROVIDE DETAILS ON THE MEDIATION TO AMM, SOME OF WHICH MAY BE CONFIDENTIAL, YOU SHOULD HAVE USED THE AMM MEDIATION AGREEMENT OR HAVE OBTAINED THE CONSENT OF THE PARTIES.

Date of Mediation:	Amount in Dispute:
Sector:	Non-Monetary items:
Mediator:	Assistant/Pupil Mediator:
Please give contact details of the parties and/or their representatives (including a contact name and e-mail address where possible) so that we can write to them for feedback:	
Party A:	
Party B:	
Party C:	
Please give brief details of what the dispute was about:	
Please state roughly how long the dispute had been going on, and whether formal proceedings had been commenced:	
Was the mediation at the parties' own volition or was it as a result of pressure from the Court?	

What was the outcome? (e.g. agreement was reached, oral/written, binding/non-binding, Tomlin order etc)
Interesting aspects of the mediation including difficulties you had to overcome (please consider writing a brief synopsis of the mediation if there were points that others could learn from)
Were there any key turning points?
Post-Mediation Involvement (Did or do you have any ongoing role?)
Report on your Assistant/Pupil Mediator/Co-Mediator
COMMENT ON AMM's: 1. Administration 2. Support

<p>How else/better could AMM have assisted you?</p>
<p>Opportunities/Contacts AMM should follow up arising out of the mediation</p>
<p>Are there any other comments you wish to make?</p>
<p>Please could you provide a short “story” of this mediation obviously without mentioning any names. It should be 200 – 300 words max. Continue on another sheet if required.</p>

SIGNED

DATE.....

ASSOCIATION OF MIDLANDS MEDIATORS**EVALUATION FORM****Case Name:****Mediator's Name:****Date of Mediation:****BY FILLING IN THIS FORM THE PARTY AGREES TO THE AMM USING THE INFORMATION FOR QA PURPOSES****A THE PARTIES**

- 1 Were you the Claimant or the Defendant or other (Specify)
- 2 Are you an individual or a company or other (Specify)
- 3 Did you have a Solicitor or other representative or none
- 4 Were you privately funded or insured or publicly funded
- 5 Was the other party an individual or a company or other (Specify)
- 6 Did the other party have a Solicitor or other representative or none (Specify)
- 7 Was the other party privately funded or insured or publicly funded or don't know

B THE DISPUTE

- 1 What sort of dispute was it
- | | | | | | |
|---------------------------------------|--------------------------|--------------|--------------------------|-----------|--------------------------|
| Professional Negligence | <input type="checkbox"/> | Construction | <input type="checkbox"/> | Financial | <input type="checkbox"/> |
| IT | <input type="checkbox"/> | Employment | <input type="checkbox"/> | Shipping | <input type="checkbox"/> |
| Engineering | <input type="checkbox"/> | Partnership | <input type="checkbox"/> | Insurance | <input type="checkbox"/> |
| Intellectual Property | <input type="checkbox"/> | Property | <input type="checkbox"/> | Other | <input type="checkbox"/> |
| Clinical Negligence / Personal Injury | <input type="checkbox"/> | | | | |
- 2 What was the value of the dispute (aggregate claims and counterclaims)
- | | | | | | |
|---------------------|--------------------------|------------------|--------------------------|--------------------|--------------------------|
| £ 0 - £5,000 | <input type="checkbox"/> | £5,000 - £15,000 | <input type="checkbox"/> | £ 15,000 - £50,000 | <input type="checkbox"/> |
| £ 50,000 - £100,000 | <input type="checkbox"/> | £100,000 + | <input type="checkbox"/> | | |

C AGREEING TO MEDIATE

- 1 Did you suggest mediation or your representative or the other party or the Court
- 2 Which factors affected your agreement
- | | | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|---------------------|--------------------------|
| Advised by representative | <input type="checkbox"/> | Referred by Court | <input type="checkbox"/> | Previous experience | <input type="checkbox"/> |
| Confidentiality | <input type="checkbox"/> | Speed | <input type="checkbox"/> | Cost Effectiveness | <input type="checkbox"/> |
| Less stressful | <input type="checkbox"/> | Other | <input type="checkbox"/> | | |

D THE MEDIATION

- 1 Did you reach a settlement Yes No
- 2 If not, did it help move towards resolving all or part of the dispute Yes No
- 3 How do you feel about the mediation process Very satisfied Content Dissatisfied

E THE COST

- 1 Do you consider that the fees in the mediation were reasonable Yes No
- 2 Do you think that the mediation saved money on the total cost of settlement Yes No

Appendix 9

ASSOCIATION OF MIDLANDS MEDIATORS

COMPLAINTS PROCEDURE

At AMM we are committed to providing our users with a good service in all areas of our operations.

Our intention is to provide a service that our users are completely satisfied with. However, for those occasions when our service does not meet the standards you expect of us, we want to hear from you so that we can improve.

We promise that we will:

- Deal with any complaint you have made in a prompt and timely manner.
- Let you know who has been appointed to investigate your complaint.
- Fully investigate your complaint.
- Advise you of the outcome of your complaint and any action taken.
- Record your complaint in our complaints register.

If you have a complaint about our service please send your complaint by post or email to:

Association of Midlands Mediators
C/o Mark Keeley
Cumberland Court
80 Mount Street
Nottingham
NG1 6HH

Email: admin@midlandsmediators.co.uk

Please provide us with:

- Your name, address, telephone number and email address.
- Full details of your complaint.

Your complaint will be dealt with as follows - we will:

1. Acknowledge receipt of your complaint within 5 working days.
2. Investigate your complaint and form a view.

3. Write back to you with a response within 15 working days of our acknowledgment letter.
4. Let you know within the above timescales if we would like further time to investigate your complaint.
5. Ask the AMM member about whom you have complained to give their views on your complaint.
6. Ask a member of the AMM's Standing Committee to consider both your complaint and the AMM member's response to your complaint, and make a recommendation as to any action that may be required.
7. In appropriate cases, offer to arrange a meeting between the relevant parties to seek to resolve the matter as appropriate.
8. Refer your complaint to the chairman of the AMM's Standing Committee for further consideration if you are not satisfied with the response you receive.
9. Advise you of the outcome of this further review within 7 working days of the end of the review.
10. Provide you with the name and address of the Civil Mediation Council Complaints Board if you are not satisfied with the outcome. The Civil Mediation Council will be able to conduct a further independent investigation into your complaint if necessary.

Following every mediation we provide each of the parties and/or their representatives with a feedback form. If for some reason you have not received a feedback form please let us know and we will be happy to provide a copy for you to complete and return to us.