



The Association of Northern Mediators

Handbook Edition

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1 INTRODUCTION

1.1 The objects for which the Association of Northern Mediators was established are set out in its Memorandum of Association¹ and are as follows:

- To promote the concept of civil and commercial mediation and other alternative dispute procedures.
- To further the interests of mediation by liaising with such bodies as the courts' Liaison Committees and the Chartered Institute of Arbitrators and other mediation organisations.
- To assist in the maintenance of high standards in training and practice of mediators by continuing to train those already accredited as mediators.
- To maintain a regional list of civil and commercial mediators.
- To provide opportunities and facilities for members to meet and exchange views and ideas.

1.2 The Association was established in 1996 and since then has gradually developed its rules and procedures to allow it to provide a first class service to both its members and its users. The purpose of this handbook is to bring together the rules and procedure in order to provide transparency as to how it operates and what standards are required of its members. The guidance is not set in stone and all members are invited to make suggestions to the text and content from time to time just as much as regulatory requirements will lead to changes.

2 MEMBERSHIP REQUIREMENTS AND JOINING PROCEDURE

2.1 The Association has two categories of membership; Panel Member and Associate Member. The requirements for these categories are set out in paragraph 3 of the Articles of Association² and are as follows:

- Panel 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 are currently approved by the Civil Mediation Council to train civil and commercial mediators for membership of its Civil and Commercial Mediation Panel, currently³

¹ Appendix 3

² Appendix 2

³ January 2006

these are the ADR Group, the Academy of Experts, ADR Chambers, the Chartered Institute of Arbitrators, the Centre for Effective Dispute Resolution, and Regents College School of Psychotherapy and Counselling. To be eligible for panel membership the mediator must have completed his or her training and be registered as a lead mediator with the organisation that trained them as above. They must also fulfil the Association's continuing training and practice requirements as set out below.

- Associate Membership is open to those who can demonstrate that they have been accredited by one of the organisations listed above or such other organisation as is approved by the Civil Mediation Council. They will be expected to do pupillage and comply with the final training requirements of the organisation that trained them. The Association will assist in finding relevant pupillage opportunities, and it should be the responsibility of the Associate member then to liaise with the training organisation, and to inform the Association once they have fulfilled the particular requirements for lead mediator, supplying appropriate evidence of completing their post accreditation training.

Admission must be applied for in writing delivered to the Association and using the application form current as at the date of the application and paying the requisite membership fee/subscription. The membership form can be expected to change from time to time dependant on current requirements of the Civil Mediation Council and/or the Association.

Every proposal for Panel Membership must be submitted to and considered by the current Chairman who shall consult appropriate members of the Standing Committee as soon as it is practical to do so.

- 2.2 In addition to the above, it is a requirement of membership of the Association that both Members and Associates agree to be bound by the European Code of Conduct for Mediators⁴.
- 2.3 Application for membership of the Association is made by completing the application form.⁵ The completed form should be submitted to the current Chairman together with proof of accreditation/registration and insurance.
- 2.4 Upon acceptance, each member must pay an entrance fee if so required and annually a membership fee as fixed by the Association in General Meeting⁶. The fees currently applicable are as stated on the application form.

⁴ Appendix 4

⁵ Appendix 5

⁶ Currently £50 per year

3 MEDIATOR PANELS

- 3.1 Acceptance as a Member of the Association does not imply that the Panel 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 a number of panels. These include:
- a single general commercial disputes panel accessible to users from the website and on request
 - time-limited mediation panels for the courts respectively served by the Association
- 3.2 The general commercial disputes panel comprises those Members that have demonstrated that they are an experienced mediator, having previously acted as lead mediator in at least two mediations in the year prior to application for membership of the panel. Alternatively, Members must demonstrate that they have completed two mediations as pupil mediator in the year prior to application for membership of the panel and have received satisfactory reports from the lead mediators concerned. If so required appropriate proof of attaining lead mediator status must be provided.
- 3.3 Admission will be dependant upon completing either the annual renewal form or a separate 'Recent Experience Form'⁷, which is to list recent mediations carried out, whether as lead mediator or as pupil. In addition, in the case of inexperienced mediators, a report from the lead mediator should be provided for both of the required mediations where the mediator has acted as pupil using the report form provided and annexed to this guide⁸ or a similar form provided by the mediator's approved body that trained them. It is not necessary for the mediations reported to be ANM mediations.
- 3.4 The time-limited mediation panel, which is intended primarily for court based mediation schemes, comprises those Members from the general panel who in addition have attended a training course on the particular skills required for time limited mediations. To enable sufficient numbers to be on this panel there will be opportunities from time to time to attend a time limited mediation course either arranged by the Association or another approved provider.

⁷ Currently the Recent Experience Form isn't formatted and those upgrading from Associate to Panel must produce evidence of satisfactory completion of mediations using the Mediation Report Form or equivalent.

⁸ Appendix 6 contains the current Report form for use by both pupil/associate and lead mediator.

- 3.5 All members of the two panels 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 below.

4 CONTINUED PROFESSIONAL DEVELOPMENT SCHEME

- 4.1 Each member of the Association's mediator panels is required to ensure that he/she only accepts appointments as mediator which he/she is competent to undertake and to ensure that he/she undertakes sufficient CPD on an annual basis to maintain their mediation skills and knowledge.
- 4.2 Nevertheless, the Association wishes to be confident that its panels of mediators are competent so that it is able to provide a first class service to its users. To this end, all panel members are required to comply with the current training requirement for the Association. All panel members **must show on renewal** completion of at least **8 hours** in each calendar year of mediation training or equivalent and to have shown that they were actively committed to promoting mediation. Training must be relevant training. What is 'relevant' is in the discretion of the Association and guidance must be sought if in doubt.
- 4.3 Training can be carried out through the Association or through any of the approved providers. In exceptional circumstances evidence of training by other providers and organisations may well be acceptable eg one mediator did a course in the USA and another showed highly relevant experience in sitting on the Civil Mediation Council. Yet another lectured widely.
- 4.4 The Association runs periodical training events which the members are encouraged to participate in wherever possible to include an annual mediation summer school. Members are also encouraged to promote mediation and ADR generally and to run their own mediation or ADR events and to participate in local and regional initiatives.

5 MONITORING OF PERFORMANCE

- 5.1 It is important that the Association obtains feedback on mediations both from the mediator (and pupil) and the parties involved. These primarily relate to those mediations that stem from the Association namely court scheme appointments and other direct appointments and nominations. We do not intend to require mediators to be monitored for those mediations sent by other mediation providers, or for court schemes outside the region.
- 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 pupil (and vice versa); and on valuable lessons learnt that could be shared with other mediators (anonymously). It also assists in recording statistics on the number of mediations that reach a settlement.
- 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 mediators carrying out Association mediations (either court scheme or otherwise) are required to submit a completed Mediation Report form⁹ as soon as possible after the mediation has been completed. The information to be provided on this form comprises the names and addresses of the parties, or, if thought to be more appropriate, their representatives. Either you can provide immediately after the mediation or the Association can write to the parties and ask for feedback by asking them to complete a Mediation Evaluation form¹⁰. Any party's feedback received should be copied 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 Mediation Agreement pro-forma where possible which includes the following:
- 5.6 The Association 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 Association for the above purposes and for those purposes only.
- 5.7 The task of monitoring Mediation Evaluation forms received from parties is allocated to a member of the Association's Standing Committee. If any feedback

⁹ Appendix 7

¹⁰ Appendix 8

is received which indicates that the mediator concerned did not perform adequately, then this will be drawn to that mediator's attention and his comments requested. If after consideration of the response, it appears that the criticism was unwarranted, then no further action will be taken.

- 5.8 If it is considered that further action is required then it will be raised with the Standing Committee. Further action might include a meeting between one of the Association's experienced mediators and the mediator concerned. In some cases it may be appropriate that the mediator is removed from the panel until further training and/or pupilage has been undertaken.
- 5.9 Where feedback is positive, the Standing Committee will consider how this may be utilised. Paudits will be provided to the mediator concerned.
- 5.10 Records will be kept of all feedback received including the outcome of mediations.
- 5.11 Members should also use the **electronic reporting service** run by Survey Monkey. This can be accessed using the current password followed by the address. Please ask if you lose the password
<http://www.surveymonkey.com/CheckPassword.asp?SID=393019&U=12960393019&C=>

For a simple look at current returns members can access a summary by dialling
<http://www.surveymonkey.com/DisplaySummary.asp?SID=393019&U=39301939321>

The results of this completely anonymous and confidential service are of great use to us and the results are shared with other stakeholders in mediation.

6 COMPLAINTS PROCEDURE

- 6.1 The Association has a complaints procedure which is attached as Appendix 8 as follows:

“The Association works hard to provide a high quality service. However the Association recognises that from time to time things can go wrong and should this happen it is important for complaints to be handled swiftly and sensitively. To that end the Association has adopted a procedure for dealing with complaints which is set out below:

Should you wish to complain about any aspect of the service, which you have received from the Association then you should put your complaint in writing and address it to the Chairman (address and contact details provided).

Upon receipt of the complaint the Chairman of the Association will, within five working days:

acknowledge receipt of the complaint;

initiate an investigation of the complaint save in circumstances where the Chairman is the subject of complaint in which case the investigation will be undertaken by the Deputy Chairman.

A formal written response to the complaint will be made within 21 days of receipt of the complaint. In the unlikely event that it is not possible to meet this deadline then a written explanation as to the reasons why will be despatched within 21 days of the receipt of the complaint and a revised date for a formal response proposed.

If you are not satisfied with the response to the complaint then you can contact the Association again. At that point your complaint will be referred to a committee of members not including any person who has been responsible for the investigation (referred to above) who will determine the response of the Association which will be sent to you in writing within 28 days of the date when you reported your dissatisfaction with the original response.”

- 6.2 It shall be the responsibility of every mediator faced with a complaint to advise the parties or party that a complaints procedure exists and to provide a complaints form attached.

7 ADMINISTRATION AND SELECTION OF MEDIATORS

- 7.1 Other than for Court mediation schemes and those coming from the National Mediation Helpline, the Association does not appoint mediators. It may however nominate a named mediator or mediators. The procedure for these mediations is as follows:

- Enquiry received by the Association’s Administrator. Details are logged of the enquirer, 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 of the mediator or location for the mediation. The enquiry is assigned a number.
- Details of the enquiry are either circulated to the mediator panel or to nominated mediators by email (and / or post if necessary). Details provided remain anonymous.

- Panel members respond to indicate willingness to act as mediator, compliance with any specific requirements of the enquirer and availability. If a single mediator is nominated he/she shall be informed and then contacts the parties directly after which the Association is no longer involved save for reports/feedback attached at appendices 6 and 7 or if the nomination fails over availability, conflicts etc.
- If more than one mediator is nominated, the enquirer agrees with the other party which of the mediators, if any, is to be appointed. The parties then approach the selected mediator and agree terms of the appointment. The Association is no longer involved save for reports/feedback mentioned below or if the nomination fails over availability, conflicts etc.
- Mediators that are nominated and find they are conflicted out from acting as mediator must inform the Association to enable re-nomination to take place.

7.2 Panel members may be 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 and their attention is drawn to the following:

- Outside scheme appointments, National Mediation Helpline appointments or in appointments where a specific fee is requested and agreed with the parties there is no guidance on fees although fee levels must be pitched at a reasonable and sensible level;
- the requirement to inform the Administrator should they be appointed mediator, in order to maintain records and ensure the feedback procedure can be implemented. For the purpose of monitoring, mediations where a mediator is nominated by the Association are to be mediations coming from the Association just as much as if the mediator was formally appointed;
- whilst there is no current requirement, there may become in the future a requirement to pay an introduction fee to the Association of a small percentage of the fee chargeable;
- the opportunity to promote the Association by using the Association's notepaper and Mediation Agreement, and writing to the parties afterwards to thank them for using the Association;
- the opportunity to have another Association member attend as pupil to assist in raising the experience and skill of the Association as a whole. All panel members are asked to consider appointing pupil mediators where there is a demand. Alternatively neutral observers or even co-mediators can be considered. In all cases the parties must agree to that additional person or persons attending.

7.3 The procedure for reportable mediations is currently threefold and in all cases the mediators appointed/nominated should use the electronic reporting service described above in 5.10:

7.3.1 Local Court Schemes currently existing in Chester and N Wales, Liverpool, Manchester and Yorkshire together with other schemes notified from time to time (these schemes may be merged into the National Mediation Helpline Scheme post October 2006)

- A request for a mediator is received from the person or organisation administering the relevant scheme, usually by phone or email. The mediator nominated must immediately advise them whether they can or cannot do the mediation;
- Once a mediator has been selected, the mediator contacts the parties to make the arrangements for the mediation;
- After the mediation, the mediator should immediately provide the feedback forms provided preferably with stamped addressed envelopes to hand to the parties at the mediation. If you forget ask the parties to do so by post;
- The mediator should complete for their own records a mediation report form attached and send a copy to the Association for their records.

7.3.2 National Mediation Helpline Appointments

- The procedure is similar to the above. The Association is requested to assist the parties ringing the national telephone number agree to a mediation.
- The Association appoints a mediator and tells the parties and the National Mediation Helpline
- The mediator must use the appropriate appointment form or at least a form with the NMH current rates on. It is the responsibility of the mediator to keep up to date via the national mediation helpline website (<https://www.nationalmediationhelpline.com/index.php>).
- All appointed mediators must report back to the Association following the mediation using the appropriate form and encourage the parties also to complete the feedback forms as for other scheme appointments. Recommended report forms and feedback forms are attached.

7.3.3 All other Appointments via the Association

- As a Mediation Provider the Association must monitor all other mediations where the mediator is nominated by this Association. The mediator should provide the parties with a mediation agreement and guidelines for the mediation that adequately explain to them how the mediation will be conducted and what it will cost them.
- There is a continuing responsibility for the mediator to report back to the Association following the mediation using the appropriate mediation report form and to encourage the parties to complete the mediation feedback forms as described above.

7.4 The Association keeps data on its members in a number of forms. This includes:

- CVs
- Application Forms
- Feedback Forms
- Recent Experience or Mediation Report Forms

The Association is registered as a holder of data under the Data Protection Act. Consent is obtained from all members to hold such data.

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The Association of Northern Mediators

Key Contacts and members of the Standing Committee (effective 18/02/09)

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THE ASSOCIATION OF NORTHERN 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 Northern 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

1. Panel Membership is restricted to those individuals who are accredited Mediators. Accreditation of Mediators is carried out by those bodies approved by the Civil Mediation Council as providing satisfactory training for civil and commercial mediators. The Association accepts those accredited with the following principal mediation organisations for membership of its Civil and Commercial Mediation Panel, currently¹¹ The ADR Group, ADR Chambers, the Academy of Experts, the Centre for Effective Dispute Resolution, the Chartered Institute of Arbitrators, and Regents College School of Psychotherapy and Counselling. All panel members must be duly accredited and registered by one of these as a lead mediator. From time to time the Association may add or subtract from this list dependant on the guidance from the Civil Mediation Council. All panel mediators should adhere to the training and practice requirements of the Association.

¹¹ January 2006

2. Associate Membership is open to those who can demonstrate either that they have been accredited by but have not yet completed their training with one or other of the organisations listed above.
3. Admission must be applied for in writing delivered to the Chairman using the application form current as at the date of the application.
4. Officers
 - 4.1 There must be a Chairman, a Treasurer and a Secretary (“the Officers”) who must be elected by the Association at Annual General Meeting and hold office until the day after the next Annual General Meeting but may be re-elected.
 - 4.2 There must be a Standing Committee consisting of:
 - 4.2.1 The Officers and
 - 4.2.2 Up to three Members elected in the manner provided below,
 - 4.3 Subject to as provided below, elected Members of the Standing Committee must be re-elected at the Annual General Meeting every year.
 - 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 to fill the vacancy whose period of office shall expire the day after the next Annual General Meeting.
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.

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- 5.2 Not more than 15 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, the Officers and other elected Members of the Standing Committee for the following year must be elected by ballot if the number of nominations exceed 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 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 addressed to the Secretary.
 - 6.3 On receipt of such requisition, the Standing Committee must proceed to convene and 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. Notices of Meetings.
 - 7.1 At least 14 days notice in any Annual General Meeting, and 7 days notice of any other 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 which may be transacted at the Annual General Meeting according to these Articles.
 9. Copy of procedures to be sent to the Members.

A copy of the proceedings of all Annual General Meetings to be sent to each Member.

10. Voting

- 10.1 At every general meeting, 10 Members form a quorum.
- 10.2 Each 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 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 must be entrusted to the Standing Committee who may regulate it so in proceedings, fix the quorum necessary, 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 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 been made.
- 11.3 The Standing Committee must make a report to every Annual General Meeting.

12. Application for Membership.

- 12.1 Membership is restricted to those who are accredited Mediators. Accreditation of Mediators is carried out by the approved bodies listed in paragraph 3 above.
- 12.2 Admission must be proposed by notice in writing delivered to the Secretary.
- 12.3 Every proposal for 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 Fee

Every member elected under these articles must upon admission to the Association pay such entrance fee, if any, and any call that has been made under Article 19.

14. Resignation of Membership

Any 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. Any member who fails to adhere to the current practice rules for reporting and assessment will be asked to resign.

15. Avoidance of Membership by Bankruptcy

Any member of the Association who becomes bankrupt, or has a Receiving Order in Bankruptcy made against him or made a voluntary arrangement as defined in the Insolvency Act 1986, or ceases to be a member of his or her professional body and is otherwise suspended from practising as a Mediator immediately ceases to be a member of the Association.

16. Expulsion of Members

If any 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 may, after he has had the opportunity of explaining his conduct, by vote of three quarters of the members present and voting on the question (there being not less than 10 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 repay any calls or other money outstanding as at the date of his expulsion.

17. Rights of Members

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

18. Accounts

A copy of every Balance Sheet should be laid before the Association at or prior to the Annual General Meeting and approved by a majority of the Members present.

19. Funds

19.1 The Association in Annual General Meeting or by clear majority in writing 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 in 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 than 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 may be placed in bank account (s) to be opened and operated as determined by the Standing Committee.

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 of the roll of members by resolution of the Standing Committee.

21. Notices

- 21.1 Any notice to be served by the Association upon any 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 must from time to time notify the Chairman or Secretary of a place of business or residence as his 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 of the Association present and voting on the question in a general meeting.

persons who at any time are or have been 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:

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

5. 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 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.

6. Amendments

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

EUROPEAN CODE OF CONDUCT FOR MEDIATORS**APPENDIX 4**

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 a 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.

Part A contains questions for those mediators applying to practice on the ANM panel only. Inclusion on the panel entitles applicants to apply to mediate on schemes run by ANM members. Information about the ANM panel members is publicly available. For renewals only skip Parts A and B

Part A

Have you completed post accreditation assessment with your training provider entitling you to hold yourself out as a panel mediator with that organisation or otherwise as a lead mediator trained by them?

Panel member Lead mediator (if not on panel)

Attach a copy of any certificate issued (if any) or letter of confirmation

How many civil/commercial mediations have you completed as lead mediator in the last 2 years? ANM have a 2 year cycle where mediators are expected to do an average of 2 mediations a year over the cycle period. Mediations are either mediations where the member is the lead mediator or a co-mediator. Demo mediations may go towards mediations up to a maximum of 0.5 of a mediation.

How were you appointed? By one of the above providers Others Direct

You can use the 'Others' section for appointments from private providers, trade panels or court schemes.

During these mediations have any complaints been made to you or the organisation that either appointed or trained you?

Set out very briefly the nature of the complaint and the response. Continue on a separate piece of paper if there is insufficient room.

.....

By signing this application you agree to accept such monitoring and evaluation of mediations carried out by you as the Association may from time to time require. You also agree to maintain a log book of mediations, provide the parties with feedback forms and include within your terms and conditions details of the Association's complaints procedure.

Have you been involved in community or family mediations as lead mediator

Use this space to briefly summarise your experience in community or family mediations noting the training you have done and the panels you are currently on

.....

Have you also acted as Arbitrator Adjudicator Conciliator

Briefly set out the details of arbitration, adjudication or conciliation panels you are listed on eg CIArb etc

.....

Part B

For those who have completed their accreditation but have not yet completed pupillage or completed the required post accrediting requirements of the organisation that trained you please answer the questions listed below.

Please tick if you have done pupillage training

Has your training included pupillage or co-mediating with another mediator?

Would you like us to assist in securing you pupillage experience?

Note : it is incumbent on you to advise us once you have been registered as a lead mediator with the organisation that trained you. Once training is complete you must send us a copy of the certificate that confirms that your training is completed and you are registered with that body as a lead mediator. If renewing you must confirm that you retain panel status with the organisation that trained you.

For renewals only please confirm that you are and continue to be registered as A lead mediator with the organisation that trained you.

Part C – Renewals only

Have you done two mediations in the last calendar year?

If no have you done two pupillage or demonstration mediations in the last year?

For all renewals have you done 6 hours CPD in the last year?

List relevant CPD events you attended last year – minimum – 6 hours

Section 3 Professional Indemnity Insurance

It is a requirement of all mediators practicing as panel members to comply with the minimum requirements for insurance cover identified by the CMC. This is currently £1,000,000.

Please confirm that you hold PI insurance of at least the above to cover your acting as a Mediator in civil and commercial mediations, and that you undertake only to take on mediations that come within the scope of your cover

ANM require that you **produce evidence of that cover**. This can be a certificate of insurance or cover note or confirmation from your firm/employer that you are covered to the minimum level.

Section 4 Adherence to EU Code of Conduct for Mediators

By applying to join ANM and, if accepted as a member, or renewing membership you agree to be bound both by the terms and conditions of its constitution and to the European Code of Conduct for Mediators 2004.

Please tick or say yes in the box here

Section 5 Specialisms

Whilst specialisms are not a requirement for a good all round mediator, it is helpful for users of ANM information to be able to access basic information over and above your profession. Insert here some keywords you would wish to see against your entry.

(not more than 8 words e.g. “employment, intellectual property, construction etc”)

Section 6 Signature and confirmation of agreement of the terms referred to above

..... **Date**

Please return to: Anthony Glaister Association of Northern Mediators ICON Business Centre, Thorpe Park, Leeds LS15 8GB

- Check list **Certificate of Accreditation**
- Certificate/letter lead mediator approval**
- CV (emailed version preferred)**
- Confirmation of Insurance**
- Cheque for £50**

Note The annual subscription is currently £50 and is payable on or before the 1st March in each year. This might vary from time to time.

If you have any problems/questions please ring us on **0113 3970827**

Membership Application Form (Edition 4)

ASSOCIATION OF NORTHERN MEDIATORS

MEDIATION REPORT FORM

(In the absence of a mediation report form recommended by the mediation provider, ANM commend this mediation report form for self assessment and assessment of Co-Mediators. The original should be retained for your log book and a copy to the Association if requested as part of the annual appraisal.

Please do not forget to ensure that the parties know you are completing an evaluation form and that use every effort to maintain the confidentiality of the process.

Date of Mediation: *Amount in Dispute:*

Sector: *Non-Monetary items:*

Mediator: *Pupil Mediator:*

Accredited by: *Accredited by:*

Details of Parties – to preserve confidentiality the status of the parties only can be inserted eg. employee, employer, insurer etc

Brief summary of the dispute

Result (including whether any agreement was reached, oral/written, binding/non binding. Tomlin order etc)

Was the mediation an appointment of:

A primary provider **Private provider** **Court Schem** **agreed app**

How long was there between the appointment and the mediation?

Ability to develop rapport with parties	1	2	3	4	5
Pro-active assistance/comments provided on the day	1	2	3	4	5
Overall contribution	1	2	3	4	5
Additional comments					

Signed

Date

These forms should be retained on your mediation logbook and should be available for inspection by the Association. There is no requirement to maintain them although it is good policy to do so.

APPENDIX 7
MEDIATION FEEDBACK FORM RECOMMENDED FOR USE BY THE
ASSOCIATION OF NORTHERN MEDIATORS – ALL RESPONSES TREATED
IN CONFIDENCE

Name of the Mediator:

Pupil:

Date of Mediation :

Venue:

1.	Were the initial arrangements for the mediation satisfactory? Were you given some guidance about preparing for the mediation?
2.	Were the rooms used suitable and the refreshments adequate? (for on line mediations ignore this question)
3.	Did the mediator adequately explain the mediation procedure at the initial joint meeting or privately
4.	Was the mediator fair and impartial? Was he / she a good listener developing good rapport with you/the client? Did you find his / her interventions helpful?
5.	Have you any comments concerning the conduct and procedure of the mediation?
6.	If submissions were made were you given adequate time by the mediator in comparison to the other party?

7.	Were you unhappy at any point during the mediation?
8.	Would you use the services of the mediator again, or recommend the use of mediation to another person?
9.	Do you have any further comments you wish to add such as suggested improvements?
10.	WOULD YOU MIND BEING PHONED BY SOMEONE TO ASK YOU FURTHER BRIEF QUESTIONS? WE FULLY RECOGNISE THE CONFIDENTIALITY OF THE PROCESS AND CONFIRM THAT THIS WILL NOT IN ANY WAY BE COMPROMISED. CIRCLE : Y N

Please return this form to the Association of Northern Mediators, Icon Business Centre, 4100 Park Approach, Thorpe Park, Leeds, LS15 8GB or by fax to 0113 3970450 or by email to resolve@anthonyglaster.co.uk.

ASSOCIATION OF NORTHERN MEDIATORS

COMPLAINT FORM

The Association of Northern Mediators relies on feedback from users to improve the services provided by individual mediators. This form is to be used where a user feels that the services he/she or they have received has fallen short of what they expected. Whilst any complaint will be treated with complete confidentiality we reserve the right in particular circumstances to refer the complaint on to the organisation that trained the mediator or the organisation that appointed them. Please can you use the boxes provided and if you need to use additional sheets than mark and attach them accordingly. Send them back to the administrator either by post or fax to:

Association of Northern Mediators, Icon Business Centre, Thorpe Park, Leeds, LS15 8GB or by fax on 0113 3993488 or by return of email to resolve@anthonyglaiser.co.uk

When was the date of your mediation?	
Who was appointed?	
How were they appointed? Eg directly, through a court scheme, or through a provider (see the schedule attached in the useful links section to www.northnernmediators.co.uk)	
Very briefly what sort of dispute was it ? eg use words like professional negligence, personal injury, construction etc	
Was there a problem with the administrative arrangements such as the pre mediation preparation or the venue?	
Was there a problem with the mediator appointed? If so set out here briefly the nature of the complaint about the mediator Continue this section on a separate sheet of paper if there is insufficient space	

<p>How would you like us to deal with this complaint?</p> <ul style="list-style-type: none"> • By directly taking these issues up with the mediator • By referring it to the organisation if any who appointed the mediator • By referring it to the mediators professional body eg Bar, Law Society or RICS etc or primary training organisation to include ADR Group, ADR Chambers, Academy of Expert, CEDR, CIArb or Regents College, London • As the Association considers appropriate 	

Your Address	
Your email/telephone whichever is the way you would like us to contact you	

Signed

.....

Date:

Form ANM1

ASSOCIATION OF NORTHERN MEDIATORS

AGREEMENT FOR MEDIATION

First Party

Of

and

Second Party

Of

(If there are more than two parties adjust the form accordingly)

Mediator

Of

and

Co Mediator/Observer

(If there are more than one co-mediator or observer adjust accordingly)

WE AGREE TO ATTEMPT TO SETTLE THE DISPUTE OUTLINED BELOW BY MEDIATION, CONDUCTED BY THE ABOVE MEDIATOR IN ACCORDANCE WITH THE GUIDELINES FOR MEDIATION EDITION No.8 OR AS AGREED OTHERWISE AND ATTACHED TO THIS AGREEMENT.

2. State briefly what the dispute is about:-

NOTE: Only an outline is required here to enable the dispute to be identified by the parties and the Mediator. Please continue on a separate sheet if necessary. Please agree this between yourselves before signing and sending/handing to the Mediator.

The Mediator

- 3 The Mediator shall be the above person or persons, and he/she/they will be bound by the terms agreed.

The Participants

- 4 At least one attendee on behalf of each party will have full authority to settle this mediation. Each person signing this agreement agrees to be bound by its terms.

The Representatives

- 5 The Representatives for the parties at the Mediation will be:

First Party

Second Party

(Adjust accordingly)

The Co-Mediator/Observer

6. The Mediator may ask the parties to consent to a Co-Mediator or observer to be present at the mediation if the parties agree. If the parties agree the Co-mediator may be paid expenses only or a fee.

Submissions

7. Parties should try to exchange and send to the Mediator case summaries or at least send copies of any Court papers at least 7 days beforehand together with copies of only the documents that are essential to the arguments.

Confidentiality

- 8A Unless the law requires a disclosure, the parties and the mediator agree to keep confidential all information exchanged before and during the mediation. Furthermore, except for the final written agreement, the entire mediation process shall be conducted on a "without prejudice" basis, which means that nothing said or done during the process can be referred to or relied on in any subsequent proceedings. Either party may inform the court of the fact of the mediation and whether or not agreement was reached
- 9B The parties will not call the Mediator as a witness nor require him to produce in evidence any record or notes relating to the mediation, in any litigation, arbitration or other formal process arising from or in connection with the Dispute and the mediation; nor will the Mediator act or agree to act as a witness, expert, arbitrator or consultant in any such process

Fees

- 9 The fee and expenses is as agreed in the correspondence. If the time allocated for the preparation and the mediation upon which the fixed fee quotation was based is used up the mediator reserves the right to charge an additional hourly rate specified split between the parties until the mediation is finished. Legal representatives are reminded that they remain directly liable for the fees chargeable and expenses in the event that the fees agreed and the expenses chargeable or such part of the fee as is agreed beforehand remains payable as at the commencement of the mediation.

We agree to the above:

SIGNED: First Party

SIGNED: Second Party

(Adjust accordingly)

SIGNED Mediator

SIGNED Co-Mediator

Form ANM2

ASSOCIATION OF NORTHERN MEDIATORS SUPPLEMENTAL TERMS FOR MEDIATION (EDITION No.11)

1. Application of these supplemental terms

- 1.1 Mediation is available to parties who have a dispute or difference arising out of a contract or some other legal relationship and who wish to resolve their dispute or difference amicably without recourse to the procedures of litigation or arbitration.
- 1.2 The parties may by agreement adapt these supplemental terms to suit their particular purpose. They are supplemental to the agreement signed by the parties to which this is an annex unless otherwise agreed.

2. Commencement of Mediation

- 2.1 The parties should sign an agreement to mediate. It can either be in a prescribed form or in a written form that evidences the agreement to mediate.
- 2.2 The official application form requires each party to put down some basic information such as the names and addresses of the parties and brief details of the dispute.
- 2.3 Mediation will be both confidential and privileged. At no stage can any of the notes arising during the mediation be used to prejudice one or other of the parties and the Mediator can never be called on to give evidence in any subsequent process. Documents that are produced during the mediation may not subsequently be privileged if they would otherwise be disclosable in any existing or subsequent litigation. Please note the important exception to the confidentiality rule at 4.3 below.

3. Appointment of a Mediator

- 3.1 The Association of Northern Mediators ("the Association") maintains a list of Mediators with their specialisms. Whilst expertise in a particular subject is sometimes helpful, it is not essential. Full details can be obtained from the list available by post or on the web site on www.northernmediators.co.uk.
- 3.2 Where a Mediator is not chosen by the parties, the parties shall ask for one to be appointed. The Association of Northern Mediators does **not** appoint Mediators. Most Court Schemes use the Law Society to appoint regional Mediators on a rota basis. Appointments can also be obtained by contacting the ADR Group, The Academy of Experts, CEDR, the Law Society, the RICS, and the Chartered Institute of Arbitrators. There are a large number of other private providers. Full details of schemes and useful addresses can be found on the web site or by telephoning the Association. There is also a links section provided with all the major providers.

3.3 If the parties agree, a Co-Mediator may be appointed at no cost, or on an expenses only basis save in cases where there are two or more lead mediators agreed and appointed.

4. Procedure

- 4.1 The Mediator will act in an independent, impartial and just manner. The informal procedure is intended to assist the parties to reach an amicable and equitable settlement of their dispute or difference and the Mediator may conduct the proceedings in any manner he or she considers appropriate and will take particular account of the following matters:-
- (a) the general circumstances of the cases;
 - (b) the business relationship of the parties;
 - (c) the parties' wishes;
 - (d) the need for a speedy and economic settlement.
- 4.2 The Mediator will fix time limits within which the parties should make brief written submissions and supply any relevant documents.

4.3 Unlike a Judge or Arbitrator, the Mediator can see the parties separately. However, any information disclosed can only be disclosed to the other party for comment providing the disclosing party consents.

5 CONFIDENTIALITY

- 5.1 Mediation is an entirely confidential process and the documents prepared for and disclosed within mediation are not disclosable elsewhere. The same applies to what is said both before and within the meetings. Save what is said in 5.2 below the mediator may not disclose anything either to the other party(ies) or to third parties without being specifically authorised to do so.
- 5.2 Under no circumstances can the mediator be called to give evidence in court or elsewhere as to what occurred in any mediation or to provide any note or evidence whatsoever as to what happened in a mediation.
- 5.3 Mediators otherwise also reserve the right to record the result of the mediation if that is required for training or professional purposes subject to retaining the parties anonymity..

6. **Settlement of Disputes and Narrowing the Issues**

- 6.1 A Mediator shall not express his or her personal view on the dispute or difference referred to them unless the parties expressly request that the Mediator gives such a preliminary view. It must be stressed that such a step would be unusual.
- 6.2 Where a settlement is reached, the parties must draw up a settlement agreement with or without the assistance of the Mediator. This agreement when signed and witnessed by the Mediator will make the settlement legally binding. Unless otherwise agreed the contents of the agreement will be confidential and may not be disclosed by a party except for the purposes of enforcing it in legal proceedings. Without a written agreement, further disputes may arise as to what was agreed.

7. **Termination of the Mediation**

- 7.1 The Mediation may be concluded at any time by:-
- (a) the withdrawal of any party from the proceedings;
 - (b) written notice from all the parties to the Mediator;
 - (c) written notice from the Mediator to the parties stating that continued attempts to mediate are no longer in his or her estimate fruitful;
 - (d) upon the parties reaching a settlement agreement.

8. **Enforcement**

- 8.1 Once the mediation proceedings have been brought to an end, the parties may refer the case to arbitration or to litigation on only such questions that have not been settled by the mediation or any questions arising out of the settlement agreement itself.
- 8.2 In any subsequent proceedings the parties may not call in evidence:-
- (a) the views expressed by either party or the Mediator in connection with the settlement or proposed settlement;
 - (b) admissions made by either party during the mediation;
 - (c) proposals (if any) suggested by the Mediator;
 - (d) evidence of abortive or draft settlement agreements or other document arising out of or during the mediation.

9. **Costs**

- 9.1 Unless the parties agree otherwise in the settlement agreement, the costs of the mediation will be borne equally between them. These costs include:-
- (a) the reasonable fees of the Mediator, whether or not a settlement is reached;
 - (b) the travel and other out of pocket expenses of the Mediator;
- 9.2 Fees for multi-party mediations are subject to individual negotiation.
- 9.3 Unless they agree otherwise, the parties will bear their own costs of preparing and submitting their cases to mediation. These costs include such items as room hire, travel and other out of pocket expenses of witnesses, legal or other advisers.
- 9.4 If appropriate the appointed Mediator can complete the blanks below to guide the parties to be apportioned equally or as agreed and these guidelines can then be attached to the Mediation Agreement.

Agreed maximum fee for	day(s)	£
Standard hourly rate (preparation)		£

Standard hourly rate (hearing)	£
Travel or waiting time	£
Car mileage	£
Room hire	£
Other	£

9.5 The fixed fee includes [] hours preparation. The Mediator reserves the right to claim an hourly rate in the event that the preparation involves more time or if the mediation continues beyond 7.00 pm on a full day's mediation or beyond 4 hours on a half day mediation.

10. **Payment**

10.1 Unless otherwise agreed the fixed mediation fee is payable in advance of the mediation, or if agreed otherwise within 14 days of the mediator's invoice. **Solicitors should be aware that as with barristers fees they will be invoiced for the mediation fixed fee directly and shall be responsible for the payment of the same.** All representatives are therefore urged to secure or otherwise be assured of the mediation fees from their clients.

10.2 Interest may be charged by the mediator on amounts overdue at 10% per annum.

11. **Cancellation**

11.1 Whilst no cancellation fees would normally be payable, in the event that preparatory work had been done the mediator reserves the right to charge a proportion of the mediation fee at an hourly rate or at an appropriate proportion of the fee agreed.

12. **Quality Assurance**

12.1 The Association of Northern Mediators is concerned to maintain the best possible quality for all mediations. All panel Mediators have completed their training and have been approved as lead Mediators by the training providers listed in paragraph 3.2. The Association itself cannot be held responsible for any appointment or nomination whether agreed or otherwise. Users of mediation may be asked to complete a questionnaire. Feedback is in any event always helpful particularly with any mediation where the mediator is appointed by the Association.

12.2 All practising Mediators must carry professional indemnity insurance cover to a value of at least £1 million and must increase any cover proportionate to such liability as might possibly accrue under any one mediation.

12.3 With effect from the 1st March 2009 the Association will carry professional indemnity insurance cover to the value of £1 million.

12.3 In the event of any complaint about the way the mediation was conducted by the Mediator, users should write to the Secretary, The Civil Mediation Council, 218 the Strand, London WC1 or by email to cmadmin@clara.co.uk.

12.4 For any other complaints or comments on the service provided by the Association these should be addressed to:-

The Chairman
 Association of Northern Mediators
 Icon Business Centre
 4100 Park Approach
 Thorpe Park
 Leeds
 LS15 8GB

Tel: 0113 3993435
 Fax 0113 3993488
 E-mail: postmaster@northernmediators.co.uk
 Web site: www.northernmediators.co.uk

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