

CONSUMERS ASSOCIATION OF SINGAPORE MEDIATION CENTRE

CODE OF CONDUCT

1. Introduction

This Code of Conduct is intended to apply to any person who acts as a neutral third party (“**the Mediator**”) appointed by the CASE Mediation Centre (“**the Centre**”) for its mediation sessions under the CASE-CEA Mediation Rules.

2. Interpretation

In this Code, words importing the singular number shall include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons shall include companies.

3. Acceptance of Assignment

The Mediator shall, before accepting an assignment, satisfy himself that he has the appropriate time available to enable him to ensure that the mediation proceeds in an expeditious and diligent manner, with a view to assisting the parties to reach a mutually acceptable settlement.

4. Impartiality

The Mediator shall, at all times, act and be seen to act, fairly with complete impartiality towards the parties in the mediation, avoiding any conduct which may give the impression of partiality towards one or more parties in the mediation.

5. Conflict of Interest

The Mediator shall disclose to the Centre and parties involved, any information which may compromise the independence or impartiality of the Mediator prior to accepting the appointment or immediately upon any such circumstances arising, whether such compromise be apparent, potential or actual.

Information of this type would include:

- having acted in any capacity for any of the parties;
- his firm (if applicable) have acted in any capacity for any of the parties;
- having any financial interest (direct or indirect) in any of the parties or the outcome of the mediation; or
- having any confidential information about any of the parties or the dispute under mediation derived from sources outside the mediation.

If in doubt, the Mediator shall refer the matter to the Centre.

Once having acted as Mediator in the mediation, the Mediator will not subsequently act for any of the parties in relation to the subject-matter

5. Confidentiality

All information (whether given orally, in writing or otherwise) produced for, or arising in relation to the mediation including the settlement agreement (if any), will be kept confidential subject to the following exceptions:

- all parties consent to disclosure;
- when the Mediator is required under the general law to make disclosure;
- disclosure provided for or permitted under the CASE-CEA Mediation Rules; or
- such disclosure is necessary to implement or enforce any settlement agreement.

6. Conduct & Presentation

The Mediator shall conduct himself and be attired in a manner that projects a sense of professionalism as a mediator.

7. Acting in an Evaluative Role

The Mediator will not, in any event, give an opinion on the merits of the case unless requested by the parties to do so. In such an event, the Mediator may decline such a request.

8. Settlement Agreement

The Mediator will ensure that any settlement agreement reached is recorded in writing and signed by the parties involved.

9. Withdrawal of Mediator

The Mediator must withdraw from the mediation:

- if he is requested to do so by all the parties in writing;
- when he realizes that he has committed a breach of the Code; or
- when he is required by any of the parties to do anything in breach of the Code and/or the CASE-CEA Mediation Rules .

The Mediator has the discretion to withdraw if:

- a party breaches the Mediation Agreement and/or the CASE-CEA Mediation Rules ;
- a party acts unconscionably;

- there is no reasonable prospect of the parties reaching an agreement;
- one or more of the parties allege that the Mediator is in breach of the Code; or
- the Mediator learns of any criminal act by any of the parties arising out of the matter submitted to the Centre.

10. No Fees

In accepting the appointment, the Mediator expressly agrees that the service he will be providing as a mediator is purely voluntary and gratuitous. The Mediator must not make any unilateral arrangement(s) with any of the parties for any payment of fees for the service.

11. Rights Of Third Parties

A person who is not a party to this Code has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise to enforce any provisions herein.