



Service Standards

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Code of Conduct

Arpita Dutt follows the Code of Conduct below established by the International Mediation Institute (IMI), which is a global standard. It is a voluntary standard that provides quality assurance and is applicable to all civil or commercial matters.



Trust underpins the mediation process. If the parties do not trust a Mediator's integrity in terms of competence, diligence, neutrality, independence, impartiality, fairness and the ability to respect confidences, mediation is unlikely to succeed.

Appointment

1. Before the mediation begins, Mediators will inform the parties of their relevant background and experience.
2. Mediators will advise parties that they will be invited to offer the Mediator feedback on the process at any stage, including offering written feedback at the conclusion of the mediation.
3. Mediators will, prior to appointment, conduct reasonable inquiries to determine if any pre-existing relationship or interest in the subject matter of the dispute creates a real or perceived conflict of interest. The Mediator will disclose any such interests and obtain the parties' consent to continue. Regardless of party consent, if the Mediator thinks that the relationship or interest poses a threat to the Mediator's ability to conduct the mediation impartially, the Mediator shall decline the appointment.



Diligence

4. Mediators may accept an assignment to act as Mediator in any situation in which they are competent to serve in that capacity. Mediators should ensure
5. that they have the requisite time, energy and procedural and subject matter expertise to competently meet the reasonable expectations of the parties.

Impartiality

6. Mediators will always conduct mediation in an impartial manner, avoiding bias or prejudice in favour or against any party. Bias or favouritism can result from several sources: mediator reaction to a mediation participant's personal characteristics, background or values; mediator personal, professional or financial interests in the subject matter of the dispute; or pre-existing relationships with any mediation participant. If at any time a Mediator feels unable to conduct the process in an impartial manner, (s)he will express that concern and withdraw from the mediation.
7. Mediators will not accept an appointment without first disclosing anything within their knowledge that may, or may be perceived to, materially affect their impartiality. This duty to disclose is a continuing obligation throughout the mediation process.
8. The existence of relationships or interests potentially affecting, or appearing to affect, a Mediator's impartiality will not automatically imply unfitness to act as a mediator provided these circumstances have been fully disclosed and addressed to the satisfaction of the parties and the Mediator.
9. The duty to disclose perceived or actual threats to Mediator impartiality is ongoing. Newly discovered interests or relationships creating an actual or perceived threat to Mediator impartiality must be disclosed and parties must renew their consent to proceed with the process.
10. Following any such disclosures, if any party raises an objection, the Mediator will withdraw from the mediation.
11. After accepting the appointment, and until the mediation process ends, Mediators will not enter into financial, business, professional, family or social relationships or acquire financial or personal interests that are likely to create



an actual or perceived threat to mediation impartiality. In the case of perceived threats, Mediators may proceed after full disclosure and party consent.

12. Within 12 months following the end of a mediation, Mediators will not represent in an advisory capacity or accept employment with any party to a mediation in the same or a substantially related matter, unless all parties to the mediation expressly consent to that representation after full disclosure. Acting as a neutral in other dispute resolution proceedings (e.g. as a Mediator or Arbitrator) that may involve some or all of the parties will not be considered a representation in an advisory capacity for the purposes of this clause.

Mediation Process

Procedure

13. Mediators will endeavour to ensure that the parties to the mediation and their advisers understand the characteristics of the mediation process, their roles as parties and advisers, and the role of a Mediator, as well as the enforceability of any resulting agreement. The Mediator will ensure that before the mediation begins, the parties have understood and agreed to the terms and conditions which will govern the mediation including those relating to the Mediator and party obligations to respect Mediator confidentiality. It is best practice for those terms to be contained in a written Agreement to Mediate, unless the parties or the circumstances dictate otherwise.

Fairness and Integrity of the process

14. Mediators will explain the mediation process to the parties and their advisers, and be satisfied that they consent to the process being used and to the Mediator selected (unless applicable law, court rules or contract require use of a particular process and/or Mediator). Mediators will ensure that all parties are aware that they have an equal opportunity to engage in pre-mediation private communications with the Mediator.
15. Mediators will conduct the process with attention to procedural fairness to all parties. The Mediator will take particular care to ensure that all parties have adequate opportunities to be heard, to be involved in the process and to have the opportunity to seek and obtain legal or other counsel before finalising any resolution.



16. Mediators will take reasonable steps to prevent any misconduct that might invalidate an agreement reached in mediation or create or aggravate a hostile environment. Mediators will endeavour to ensure that the parties have reached agreement of their own volition and knowingly consent to any resolution.

Termination of the process

17. The Mediator will ensure the parties understand that they may withdraw from the mediation at any time by informing the Mediator of that preference (unless applicable law, court rules or contract require otherwise).

18. Mediators shall withdraw from a mediation if a negotiation among the parties appears to be moving toward an unconscionable or illegal outcome. An unconscionable outcome is one which is the product of undue pressure, exploitation or duress. An unconscionable outcome reflects one party's exploitation of an existing power imbalance to the degree that the resulting agreement "shocks the conscience" and violates accepted legal and cultural norms of fairness.

Feedback

Unless inappropriate in the circumstances, Mediators will, at the conclusion of a mediation, invite the parties and advisers and any co-Mediators or assistant Mediators, to complete an IMI Feedback Request Form and return it to the Mediator or to the Reviewer indicated by the Mediator in his/her IMI Profile to assist in the preparation of the Mediator's Feedback Digest.

Fees

19. Mediators will, before accepting any appointment, agree with the parties how their fees and expenses will be calculated, and how they will be paid by the parties (and if shared between the parties, in what proportions). Mediators who withdraw from a case will return to the parties any fees already paid relating to the period following withdrawal.

20. Mediators will not suggest to the parties that their remuneration should be based on, or related to, the outcome of the mediation.



Confidentiality

21. Mediators will keep confidential all information acquired in the course of serving as a Mediator in a mediation unless:
- a. compelled to make a disclosure by law or by some governmental agency having appropriate authority and jurisdiction, or
 - b. arising under paragraph 5.1, in which event the recipients of the confidential information shall themselves be bound to maintain the confidentiality, or
 - c. the specific information comes into the public domain (otherwise than as a result of a disclosure by the Mediator), or
 - d. the parties release the Mediator from the confidentiality restriction, or as necessary to defend the Mediator from any proceedings or charges for which (s)he risks incurring any liability, or
 - e. disclosure is necessary to prevent death or imminent bodily harm or severe damage to an identifiable third party or to prevent the commission of illegal and morally objectionable acts.
 - f. Before using or disclosing such information, if not otherwise required to be disclosed by law, Mediators should make a good faith effort to persuade the party, and/or the party's counsel or other advisers, to act in such a way that would remedy the situation.
22. The Mediator may, however, disclose having previously served as a Mediator in a mediation involving one or more of the parties, provided none of the details of that case are disclosed.
23. Mediators will discuss confidentiality with the parties before or at the beginning of the mediation and obtain their consent to any communication or practice by the Mediator that involves the disclosure of confidential information.
24. At no time following the end of a mediation will Mediators adduce evidence or testify on behalf of one of the parties in making or defending a claim against another party to the same mediation where they have acquired confidential information from the other party, unless all that information is no longer confidential or unless the party protected by the confidentiality gives consent.



How Complaints Are Dealt With

I strive to provide a high standard, user-friendly service at all times. I recognise that occasionally a client may feel that the service levels offered do not meet these standards. I am committed to listen and resolve any complaint speedily and effectively to improve the service. On the rare occasion that a complaint may arise, please follow the complaints procedure below:

Complaints Procedure:

1. Please feel free to air any complaint orally at first, if you wish. I may be able to put matters right immediately.

2. If you remain dissatisfied, please email me at Arpita@ArpitaDutt.com with an email headed 'Complaint' and providing:

your name, address and other contact details.

- a clear description of your concerns or complaint.
- your views about what you would like done to put it right.
- copies of all relevant letters or other documents (if any).

3. I will acknowledge receipt of your complaint within 5 working days of receipt.

4. All complaints will be investigated and responded to within 14 working days of receipt. The investigation may involve a telephone or on-line conversation with you. If further time is required to complete any investigation I will notify you of this by email.

5. If possible, any investigation carried out will be done by somebody other than the mediator to which the complaint relates, but this may not be possible.

6. If you remain dissatisfied with any aspect of the handling of your complaint, then you can appeal to the Civil Mediation Council within 1 month of receiving this outcome and within 6 months of the circumstances giving rise to your complaint. Details of the CMC's appeal processes can be found here:

<https://civilmediation.org/for-the-public/complaints/>

7. I am obliged to retain a record of your complaint.

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Insurance

I retain £3,000,000 worldwide professional indemnity insurance, excluding USA and Canada. I can undertake mediations in USA and Canada subject to acquiring additional insurance to do so.



The Mediator's Green Pledge



As a mediator committed to ensuring that I minimise the impact on the environment of every mediation I am involved in, I have joined the World Mediator's Alliance on Climate Change and I have signed the mediator's green pledge. I will ensure that, wherever possible:

1. If screen sharing/video technology is appropriate, accessible and acceptable to all concerned, I will encourage its use in all aspects of my mediation practice.
2. At all times during the mediation process, I will consider the most environmentally friendly way to travel if travel is necessary.
3. I will offset the carbon emissions of any flights I make to and from mediations whilst recognising that this is not in any way a substitute for avoiding flying and will only fly when it is necessary to do so.
4. At all times during the mediation process I will only correspond through electronic means, unless hard copy correspondence is expressly required in
5. the circumstances, while recognising that electronic communication itself is carbon emitting and should be limited to what is necessary.



6. I will not request hard copies of documents to be provided to me unless there is a special need to do so, and I will discourage the use of hard copy documents generally.
7. I will encourage parties and their advisers to consider the necessity of participants attending mediation in person if that attendance involves significant travel and is not necessary.
8. Wherever possible, I will encourage parties and their advisers to consider the most environmentally friendly venue for their mediation. At mediation venues, in rooms in which I am mediating I will encourage, wherever possible, an environmentally friendly approach to the use of consumables (for example the avoidance of single-use plastic) and the use of energy (for example reviewing the level of air conditioning and heating).
9. I will consider the appropriateness of travelling to, and my mode of travel to and from mediations, conferences and other events and wherever possible will encourage and use live streaming/remote participation options.
10. I will take steps to reduce the environmental impact of my office/workplace.