

Code of Conduct

- ◆ The Mediation is undertaken independently and impartial of any influence, serving the best interests of the each party equally and fairly.
- ◆ The Mediator will be qualified, accredited and competent; only acting once agreed by all parties.
- ◆ Where additional skills are required, the Mediator will source these skills in consultation with the clients.
- ◆ Mediation procedures will be agreed in advance of the Mediation. Most Mediations proceedings are guided by the requirements of the relevant laws and directives made by regulatory authorities.
- ◆ The details of the procedures and an expanded Code of Practice will be contained in the Agreement to Mediate signed by all parties.
- ◆ All parties to a dispute are encouraged to have legal and other professional advisors with them or available to them during a Mediation.
- ◆ Suitable accommodation will be used to ensure privacy and facilitate joint and sole party discussions.

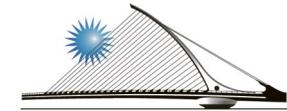
Please feel free to recommend us to your family members, friends and colleagues.

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- ◆ The Mediator will facilitate the parties to find agreement but will not impose their own preferred solution. However, they will be free to make suggestions for possible solutions.
- ◆ Agreements fall into 3 types:
 - Non binding
 - Binding (which may be enforced later)
 - Binding (enshrined in a court or arbitration)
- ◆ Any agreement reached, will be drafted and signed at the conclusion of the Mediation.
- ◆ The agreements reached are the property of the parties to the dispute. The Mediator will be held harmless and indemnified by the parties to the dispute from any consequences, whether action or inaction.
- ◆ Absolute discretion and confidentiality is assured and all notes sealed unless so ordered by a court of jurisdiction.

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BRIGHT Business Consultancy Services is committed to providing its customers with clear advice without the use of jargon, acronyms and over complicated language.

What is Mediation

Mediation is an alternative to legal proceedings where issues are decided by a third party. It is a way of resolving disputes by mutual voluntary agreement, facilitated by an accredited, impartial professional who complies with an officially recognised set of procedures and practices. The agreement reached has the force of law.

Mediation can be used when a dispute arises or during certain stages of legal proceedings. It is favoured by the courts and refusal to Mediate a dispute can see costs awarded by a presiding judge.

Legal standing

Mediation has a strong relationship with judicial proceedings. The following legislation gives it legal standing and makes it a recognised alternative to the courts:

Directive of the European Parliament on Mediation in civil and commercial matters 2008

Civil Liability and Court Act (ROI) 2004
SI 502 of 2010, Rules of Court (ROI)
SI 209 of 2011, EC (Mediations) Regulations
Multi-Unit Development ACT 2011
Mediation Bill 2012 & Personal Insolvency Bill

SR 58 of 2011 The County Court (Amendment) Rules (NI)
SR 62 of 2011 The Rules of the Court Judicature (NI)
SR 157 of 2011 The Cross Border Mediation Regulations (NI)

Mediation Proceedings

The Mediation process follows a typical path, sometimes adjusted to meet criteria set down by legislation governing certain types of disputes. However, the typical Mediation takes the steps as set out below:

- ◆ Parties sign the Agreement to Mediate
- ◆ Accommodation and date of Mediation agreed
- ◆ Parties provide submissions to the Mediator in advance
- ◆ Parties attend Mediation
- ◆ Parties introduce themselves and confirm they have authority to settle
- ◆ Mediator sets out procedural rules
- ◆ Parties present their case based on the submission made to the mediator
- ◆ Private one-on-one meetings take place
- ◆ Meetings are strictly confidential. Only agreed statements are communicated by the Mediator to the other party.
- ◆ Joint meetings may take place
- ◆ Draft Settlement Agreement prepared by Mediator
- ◆ Settlement Agreement finalised and signed by parties and Mediation concluded.



Why Mediate

Confidentiality: Mediation is private and any information or submissions made by a party cannot be used against the party in subsequent judicial proceedings.

Speed: Mediation can take place without delay. According to an EU study, Mediation can save between 331 and 446 days compared to other legal proceedings. Mediation can also stay a statute of limitations in certain cases. If Mediation fails, court proceedings can continue.

Less damaging to relationships: Mediation is not adversarial and it is far more likely that relationships can be sustained after Mediation than a court process.

Reduced need for witnesses or reports: Mediations focus on the resolution of a dispute, rather than winners and losers and establishing liability. Therefore, the need for witnesses is less, if at all.

Costs: The EU estimates that the extra legal costs of legal proceedings without Mediation is €12,471 to €13,738 per case. In large cases, hundreds of thousands are saved.

Effectiveness: International research shows that as many as 92% of disputes reach a Settlement Agreement.

Enforceability and Jurisdiction: Mediation legislation is in place in many countries and applies to national and international disputes. The Settlement Agreement arising from a Mediation is legally enforceable.