



Membership & Registration Information 2019 - 20

Scottish Charity Number SC034921 Company Registered in Scotland
SC258173
Registered Office: 18 York Place, Edinburgh, EH1 3EP



Scottish Mediation exists to help Scotland deal positively with conflict.

Scottish Mediation (SM) is a charity which:

- Promotes the use of mediation and other related forms of conflict resolution
- Supports and promotes education, training and research in skills and best practice
- Creates and encourages links between mediators and Scottish public, private, voluntary and community organisations
- Promotes standards of professional conduct and training
- Provides support to its members who are mediators and people who are interested in promoting mediation in Scotland

We value:

- Working together collaboratively
- Mutual respect
- Clear and open communication
- Voluntary Participation
- An Inclusive Network
- Financial Prudence

Member Benefits

Share and Learn

Get involved with groups such as the Workplace and Employment Initiative Group to share expertise and benefit from others' experience, skills and knowledge of mediation.

Free and Discounted Events

Improve and update your practice skills through participation in CPD events for mediators and anyone who is involved in dispute resolution, at an exclusive discounted Scottish Mediation member rate.

Mediation Referrals

Mediators on the Scottish Mediation Register can appear in the Find a Mediator section of the Scottish Mediation website. Registered mediators may also join the panel which undertakes mediations referred via the Scottish Mediation Helpline.

Volunteering

Registered mediators can join Scottish Mediation panels of volunteers to provide pro-bono mediations in the third sector and in court.

Co-mediation

Members who have completed the appropriate mediation training (see Practice Standards for Mediators below) can join a volunteer panel and co-mediate with an experienced practitioner in order to gain experience towards accreditation with the Scottish Mediation Register.

Exclusive Networking

Join and participate in an active community in which you can engage with fellow professionals who supply and purchase mediation services.

Collaborate Newsletters

Latest news, events, ideas and developments in mediation along with upcoming training and job opportunities. We also provide newsflashes on special events, jobs and contracts.

Advertise Events

Advertise your event or training workshops in our monthly newsletter, *Collaborate* and on the Scottish Mediation website. Scottish Mediation members may place a half page advert in *Collaborate* for free; Members can enjoy a reduced rate of £75 for a full page advert.

Member Resources

Access member only resources, including model CPD and mediation logs. This growing area uses member feedback to influence content.

Support for Professional Standards

Through the Scottish Mediation Register we provide the opportunity to share learning from complaints.

Should a mediator on the Register receive a complaint about their practice Scottish Mediation provides complainants with the opportunity to have their concerns heard by a panel of the Committee for Excellence in Mediation. This provides additional assurance for parties seeking a mediator and also for the mediator against who a complaint is made.

Membership and Register Rates

We operate a rolling membership year. This means that your membership lasts for a year from your date of joining/renewing. We will remind you when your membership is due for renewal.

Scottish Mediation	Membership Fee	Registered Practitioner Fee (Cost per individual registration)
Individual under 18 in full time education	Free	Free
Individual over 18 in full time education or on means tested benefits	£20	Free
Individual	£67.50	£67.50*
Organisation (with an income less than £50,000)	£95	£67.50*
Organisation (with an income of £50,000 – £250,000)	£127.50	£67.50*
Organisation (with an income in excess of £250,000)	£255	£67.50*

*In order to become a Registered Practitioner applicants must either be individual members of Scottish Mediation or be put forward by an organisation which is a member. Please note that when applying for registration, the Registered Practitioner fee above will always be paid, *in addition*, to the relevant membership fee.

Registration includes membership of Scottish Mediation. If you are unsure which membership type is appropriate for you, please contact admin@scottishmediation.org.uk for assistance.

Membership

Scottish Mediation welcomes members from related professions. Whether you are interested in becoming a mediator or you are looking to find out more about mediation, membership offers you access to a wealth of information as well as a network across the mediation community.

As a member, you are eligible to stand for the board of Scottish Mediation and can help shape the future of the organisation.

Registration

The Scottish Mediation Register is an independent Register of mediators who meet standards of quality. In order to join the Register, mediation practitioners must meet the current Practice Standards. Mediators who are on the SMR can call themselves a *Scottish Mediation Registered Mediator* and use the logo (see opposite) next to their name. Scottish Mediation Registered Mediators are recognised by the Scottish Legal Aid Board for the purposes of legal aid.



To become a Registered Practitioner, applicants must already be, or be willing to become, members of the Network.

The Scottish Mediation Register is a resource made available to the public through *Find A Mediator* on the Scottish Mediation website. This enables the public to search for a mediator by geographical area and by type of dispute. Registered mediators may also join the panel which undertakes mediations referred via the Scottish Mediation Helpline.

Register of Supervisors

Scottish Mediation hold a Register of Supervisors which can be access via the website or from the office.

Member Discounts



Enjoy discounted access to Relationships Scotland's meeting spaces at 18 York Place, Edinburgh. Choices of rooms are available, with OHP, Data Projector and video/TV available to hire subject to availability. Relationships Scotland can also offer refreshments (tea/coffee/biscuits), as well as ordering sandwich lunches on your behalf.

Member Discount

10% discount for Scottish Mediation Network members for room hire.

For further information, please contact Janet Smith, quoting "SM Member".

Janet Smith
Relationships Scotland
18 York Place
Edinburgh
EH1 3EP

Email: Janet.Smith@relationships-scotland.org.uk
Office: 0845 119 2020
Direct Line: 0131 514 1062
Fax: 0845 119 6089
www.relationships-scotland.org.uk

towergate professional risks

Professional Liability Insurance, Towergate Professional Risks

Mediators Insurance—Professional Liability Insurance

If a client or anyone else tries to sue you for compensation as a result of your mediation activities, professional liability insurance will help you to defend the claim. It will also pay for any damages awarded against you, and your legal costs for defending the claim.

Towergate Professional Risks provide discounted Professional Liability rates to members of Scottish Mediation.

See page 15 for Insurance Frequently Asked Questions by Towergate Professional Risks, which includes an indication of rates for Scottish Mediation Members and Registered Mediators.

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Website: www.towergateprofessionalrisks.co.uk

Code of Practice for Mediation in Scotland (Adopted by the Board of Scottish Mediation on 19.11.08)

Preamble

This Code is intended to form a baseline for the conduct of all forms of mediation in Scotland. It is expected that the different strands of mediation will, if they have not already done so, develop complementary and more detailed guidance.

Definition of Mediation

Mediation is a process in which disputing parties seek to build agreement and/or improve understanding with the assistance of a trained mediator acting as an impartial third party. Mediation is voluntary and aims to offer the disputing parties the opportunity to be fully heard, to hear each other's perspectives and to decide how to resolve their dispute themselves.

Voluntary Participation and Self Determination

A mediator shall recognise that mediation is based on the principle of voluntary participation and that it is the parties, rather than the mediator, who determine the outcome.

Impartiality, Independence and Neutrality

A mediator shall remain impartial and independent. If a mediator becomes aware of any reason which may diminish their impartiality or independence, they shall disclose this to the parties at the earliest opportunity and withdraw from the mediation unless the parties do not wish them to do so.

Conflicts of Interest

A mediator shall disclose all actual and potential conflicts of interest reasonably known to the mediator whether before or during a mediation and shall withdraw from the mediation unless the parties do not wish him/her to do so.

Competence

A mediator shall be responsible for undertaking sufficient training, supervision and continuing professional development to maintain necessary mediation skills. A mediator shall mediate only when she/he believes that he/she has the necessary skills to carry out the mediation.

Confidentiality

Confidentiality in mediation is important to encourage all participants to speak truthfully and candidly, and to enable a full exploration of issues in dispute. Unless compelled by law, or with the consent of all the parties, a mediator shall not disclose any of the information given during the mediation process.

Understanding of Mediation

A mediator shall ensure that the parties understand:

- the purpose and procedure of the mediation;
- the role of the parties and the mediator;
- any fee arrangement;
- the obligation of confidentiality.

Advertising and Solicitation

In advertising or offering services, mediators shall not guarantee settlement or promise specific results. All information provided by mediators about their education, background, mediation training and experience shall be accurate.

Gifts and Favours

A mediator must not accept from or exchange any gift or favour with any party in any mediation. A mediator must use judgement that reflects the high ethical standards which mediation requires.

Discrimination

People should always be treated with respect and without discrimination.

Complaints and Professional Indemnity Insurance

A mediator shall provide information about the process for handling any complaint made about their conduct or service, and about any professional indemnity insurance cover they may have.

Practice Standards for mediators (Updated 26.05.2016)

1. Practice Standards for admission of mediators to the Register

- 1.1 The minimum practice standards for admission of a mediator to the Register cover:
- 1.1.1 **Adequate training** from a trainer or team of trainers with appropriate experience
 - 1.1.2 A requirement for **sufficient experience**
 - 1.1.3 Post-training **Continuing Practice Development (CPD) and practice support**
 - 1.1.4 Establishing and **maintaining a portfolio** of evidence
 - 1.1.5 Adherence to an appropriate **code of conduct**
 - 1.1.6 An appropriate **system for addressing concerns** and handling complaints
 - 1.1.7 Appropriate **Indemnity Insurance**
 - 1.1.8 **Verification Process**
 - 1.1.9 **Effect date and transition period** for the Practice Standards

1.1.1 Adequate training

Mediators must have satisfactorily completed mediation training. The performance of the mediator during or on completion of mediation training must have been assessed as satisfactory.

The mediation training should include training in:

- Principles and practice of mediation
- Stages in the mediation process
- Ethics and values of mediation
- The legal context of disputes (if any)
- Communication skills useful in mediation
- Negotiation skills and their application
- The effects of conflict and ways of managing it
- Diversity

The mediation training will include not less than **40** hours of tuition and role-play, (with a minimum of 20 of these training hours spent in role play or practical exercise) including a formal assessment. The assessment should include direct observation of practice as a mediator in role play.

The training must be provided by a trainer who has had sufficient training and experience themselves.

Family and Community Mediators must comply with the practice standards set by Relationship Scotland for Family Mediators and the Scottish Community Mediation Network for Community Mediators in relation to initial training.

1.1.2 Sufficient experience

Admission to the Scottish Mediation Register requires completion of initial training followed by **2** mediations in the past 12 months and not less than **6** hours conducting mediations in the past 12 months.

Practice Standards for Mediators 26 05 16 V2

Family and Community Mediators must comply with the practice standards set by Relationship Scotland for Family Mediators and the Scottish Community Mediation Network for Community Mediators.

1.1.3 Continuing Practice Development (CPD) and practice support

Mediators are required to plan, undertake and review a minimum of **12** hours of continuing development and support each year. This CPD and practice support may include training (not including initial training), supervision, monitoring, mentoring, shadowing and peer review. The purpose of this CPD and practice support is to offer a framework for mediators to reflect on their practice in a structured way with view to learning and developing their skills.

The Standards Board has the discretion to increase the number of CPD hours required.

Family and Community Mediators must comply with the practice standards set by Relationship Scotland for Family Mediators and the Scottish Community Mediation Network for Community Mediators.

1.1.4 Maintain a portfolio

All Scottish Mediation Registered Mediators are required to establish and maintain a portfolio which can be subject to random checks to ensure that Register requirements are being met.

The portfolio must contain the following:

- Initial Training Certification
- Log of Mediations/Mediation hours undertaken
- Log of CPD hours and CPD certificates
- Certificate of Insurance
- Annual Training and Development Plan

1.1.5 Code of Conduct

As a minimum the mediator shall practice in accordance with the Scottish Mediation Network's Guidelines for the Practice of Mediation in Scotland being consistent with

the European Union Model Code of Conduct for Mediators or such other code that accepts the Scottish Mediation Network Guidelines as a minimum.

1.1.6 A system for addressing concerns

A mediator must have in place a written procedure for addressing concerns and handling complaints and keep written records of any complaints. The Practice Standards Group will set out a fair process for handling concerns which may lead to the removal of a mediator from the Register for failing to meet the practice standards.

All Scottish Mediation Registered Mediators should inform clients that when their own internal complaints handling process has been exhausted, the clients can, if they wish, take a complaint to the Standards Board.

1.1.7 Appropriate Insurance

The mediator must have appropriate insurance in place for the activities that the mediator undertakes.

1.1.8 Verification Process

All Registered Mediators are required to maintain a portfolio of evidence which demonstrates that they meet the Practice Standards required for registration. Each year a random sample of 10 – 15% of Registered Mediators will be asked to produce their portfolio for verification.



Terms & Conditions

Membership of Scottish Mediation

If you are a new member I confirm I have received a copy of the Memorandum and Articles of Association of Scottish Mediation from the SM website and I agree to be a guarantor for SM for no more than £1.00.

All mediators and mediation services that appear on this site certify that they comply with the Scottish Mediation Code of Practice. I agree to provide any information and evidence to support this application required by the SM Directors. I confirm that I comply with the 'Scottish Mediation Code of Practice'.

Accuracy and disclaimer

Users of this website are deemed to accept that Scottish Mediation and the Scottish Mediation Register (SMR) is not responsible for the accuracy of information about any mediator or mediation service displayed on this site. It is a condition of the use of this website that users will not hold Scottish Mediation, Scottish Mediation Register or the SMR Practice Standards Committee responsible for any alleged loss or injury arising from information obtained from this website.

Scottish Mediation Register

All mediators and mediation services that appear on this site certify that they comply with the Scottish Mediation Code of Practice. Mediators are responsible for maintaining a record of their own compliance with the SMR guidelines. Mediators and mediation services are also responsible for keeping their entries accurate and up to date.

Use of the phrase "Scottish Mediation Registered mediator" Scottish Mediation and the Scottish Mediation Benchmark Standards Group reserve the right to limit the use of the phrase "Scottish Mediation registered mediator" and "Scottish Mediation registered mediation service" to those mediators and mediation services that appear on the Scottish Mediation Register under this system. If a mediator uses such phrases without the authority of the Scottish Mediation Network and the Scottish Mediation Benchmark Standards Group appropriate action will be taken.

If a mediator appears on the SMR and continues to comply with the requirements of registration, the mediator may use the phrase "Scottish Mediation registered mediator" and any associated logo or symbol in literature or advertising providing it is in accordance with the Scottish Mediation Code of Practice and standards required by Scottish Mediation and the SMR Standards Board.

Privacy

Information that you send to us will be held in accordance with the principles of UK Data Protection legislation. Personal information including email addresses



which you enter in the registration form will be posted on this public website. Apart from displaying information on the SMR website we will not share your

information with third parties unless you expressly wish us to do so. We will not send you unsolicited email.

Sending information over the Internet is inherently insecure. If you send us information using a form on this web site, or by email, you do so at your own risk, and you should be aware that it is sometimes possible for this information to be intercepted by hackers and other third parties.

Information Sheet

**Professional Liability Insurance
provided by Towergate Professional Risks**

As a member of Scottish Mediation, you can receive exclusive rates from Towergate Professional Risks on your Professional Liability Insurance.

Is this scheme compulsory for members?

No.

How long does the cover last for?

12 months. However, there is no retroactive date, i.e. a claim made in respect of all professional activities whenever those took place will be covered provided the claim is made during the year of the policy and you are not aware that a claim may arise when taking out the policy.

Is there a run off period?

Three years run-off cover can be purchased for £15 for individual mediators. If you require run-off cover beyond three years, this can be arranged – contact Towergate for details. Run-off cover for limited companies and partnerships can also be arranged – again contact Towergate for details.

How much does the insurance cost?

You will need to contact Towergate (see contact details overleaf) to get a firm quotation, however the figures below are indicative of the level of annual premium you should expect and are based on a sole trader mediator. For limited companies and partnerships please contact Towergate.

Limit of indemnity	Premium (inc 5% tax)	Admin fee	Total payable
£1m	General Mediation	£24.00	£175.00
£2m			£180.00
£5m			£300.00
£1m	Family Mediation		£95.00
£2m			£105.00
£5m			£163.00
£1m	Registered Mediation		£157.00
£2m			£185.00
£5m			£291.00

What does the limit of indemnity apply to?

The limit of indemnity applies to any one claim not to an aggregate of claims made during the year.

What about costs?

Unlimited costs in addition to any damages will also be covered. This means that if you have £1m cover, you will be covered for up to £1m in damages. Legal costs are paid separately and do not need to be taken out of the £1m.

Do I have to retain an excess under the cover?

No.

Can I receive a discount if I want cover for more than one Mediator in our practice?

The indicative fees above are for a sole trader or limited company with one mediator. For group insurance quotes, please contact Towergate direct who will be happy to negotiate a premium for you based on the individual circumstances of your practice.

Who are the Insurers?

The Insurers are Axa Insurance plc

What is the geographical scope of the insurance?

The Insurance covers you for work carried out in the UK and abroad if the insured's permanent address is in the UK.

Am I covered for work as a trainer?

Training is not included as standard but can be added for £53 (including 6% insurance premium tax). If you supervise or mentor other mediators but don't give formal training or award qualifications, this would not be classed as training and would be covered as standard. Towergate are happy to clarify any queries you have with regard to training.

Can I get a quote online?

Visit Towergate Professional Risk's website for a quote using the following link:

<https://www.towergatequotes.co.uk/ProfessionalLiabilityQB/servletcontroller>

Tick 'Yes' when asked whether you are a member of a professional body and then select:

Scottish Mediation, Scottish Mediation (Family work only) or Scottish Mediation (Registered Mediators).

Is there anything else I need to know about the policy?

As a customer of Towergate Professional Risks you would be entitled to free Health and Wellbeing Support through our partnership with Firstassist. The service can help with all sorts of health matters, such as diet and weight loss, work-life balance, stopping smoking and many more.



You would also be entitled to use our Legal helpline again through our partnership with Firstassist. This can provide you with legal help on a wide range of different matters such as business related legal issues and personal legal issues.

Both these services are free to Towergate Professional Risks clients. To find out more about these services please call Towergate.

Who do I need to contact if I have any questions regarding the scheme?

Towergate Professional Risks
1st Floor, Kings Court
London Road
Stevenage
Hertfordshire
SG1 2GA
Telephone: 01438 735251
Email: new.pro.liability@towergate.co.uk
Website: www.towergateinsurance.co.uk