

AGREEMENT TO MEDIATE

This Agreement is made on: (date) _____

Between the following persons (in this Agreement called the “Parties”)

- (name) _____ at (contact) _____
- (name) _____ at (contact) _____
- And St. John's Cathedral Counselling Service at 10/F, Two Chinachem Plaza, 135-137 Des Voeux Road Central Hong Kong (in this Agreement called the “Mediator”)

APPOINTMENT OF MEDIATOR

1. The Parties appoint the Mediator to mediate the Dispute between them in accordance with the terms of this Agreement. The Mediator shall nominate a HK accredited mediator employed by or under contract with the Mediator to perform the mediation services. All references to “Mediator” include the aforesaid nominated person. The Mediator shall procure that the nominated mediator shall comply with the duties and obligations of the Mediator as set out in this Agreement.

ROLE OF THE MEDIATOR

2. The Mediator will be neutral and impartial. The Mediator will assist the Parties to attempt to resolve the Dispute by helping them to:
 - a. Identify the issues in dispute;
 - b. Explore and generate options;
 - c. Communicate with one another; and
 - d. Reach an agreement regarding the resolution of the whole, or part of the dispute.
3. The Mediator may meet with the Parties together or separately.
4. Unless agreed by the Parties, the Mediator will not:
 - a. give legal or other professional advice to any Party; or
 - b. impose a result on any Party; or
 - c. make decisions for any Party.

CONFLICT OF INTEREST

5. The Mediator must, prior to the commencement of the mediation, disclose to the Parties to the best of the Mediator's knowledge any prior dealings with any of the Parties as well as any interest in the Dispute.
6. If in the course of the mediation the Mediator becomes aware of any circumstances that might reasonably be considered to affect the Mediator's capacity to act impartially, the Mediator must immediately inform the Parties of these circumstances. The Parties will then decide whether the mediation will continue with that Mediator or with a new mediator appointed by the Parties.

COOPERATION BY THE PARTIES

7. The Parties agree to cooperate in good faith with the Mediator and each other during the mediation.
8. The Parties agree to fully and honestly disclose all relevant information as requested by the Mediator and by each other.
9. Unless the Parties agree otherwise, any failure by either Party to make full and frank disclose may result in the setting aside of any agreement reached in mediation.

AUTHORITY TO SETTLE AND REPRESENTATION IN MEDIATION

10. The Parties agree to attend the mediation with authority to settle within any range that can reasonably be anticipated.
11. At the mediation each Party may be accompanied by one or more persons, including legally qualified persons, to assist and advise them. Each Party shall notify in advance the names and the roles of such representatives to the Mediator and the other Party/Parties.

COMMUNICATION BETWEEN THE MEDIATOR AND THE PARTIES

12. Any information disclosed to a Mediator in private is to be treated as confidential by the Mediator unless:
 - a. the Party making the disclosure states otherwise; or
 - b. compelled by law or public policy grounds; or
 - c. such information discloses an actual or potential to human life or safety; or
 - d. if a Party is being provided psychotherapy or other services by St. John's Cathedral Counselling Service (through other employees or contractors other than the mediator appointed to provide the mediation services hereunder), the mediator and psychotherapists appointed by the Mediator to serve that Party may share amongst themselves as a team any information divulged or resulting from the services provided by St. John's Cathedral Counselling Service.

CONFIDENTIALITY OF THE MEDIATION

13. Every person involved in the mediation:
 - a. will keep confidential all information arising out of or in connection with the mediation, including the fact and terms of any settlement, but not including the fact that the mediation is to take place or has taken place or where disclosure is required by law to implement or to enforce terms of settlement; and
 - b. acknowledges that all such information passing between the Parties and the Mediator, however communicated, is agreed to be without prejudice to any Party's legal position and may not be produced as evidence or disclosed to any judge, arbitrator or other decision-maker in any legal or other formal process, except where otherwise disclosable in law.
14. Where a Party privately discloses to the Mediator any information in confidence before, during or after the mediation, the Mediator will not disclose that information to any other Party or person without the consent of the Party disclosing it, unless it comes within the exceptions stated in clause 12 above.
15. The Parties will not call the Mediator as a witness, nor require the Mediator to produce in evidence any records 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.
16. No verbatim recording or transcript of the mediation will be made in any form.

FOCUS ON CHILDREN

17. The Parties understand that, under the United Nations Convention on the Rights of the Child, children have the legal right to be provided with an opportunity to express their views about decisions that affect their well-being, consistent with their age, capacity and desire to participate.
18. The Mediator may recommend that the children of the Parties be interviewed as part of the mediation process to elicit the child's/children's views, experience and preferences as may be appropriate in their circumstances parent's consent is required before such an interview may occur.

19. Should the Parties consent, which may be done verbally or in writing, a mediator who is trained to interview children will meet the child/children on the following basis:-
- a. the Mediator will first meet with the Parents to explain the process in more detail and to agree on the time and place of the meeting/s;
 - b. the Mediator will then meet with the child/children;
 - c. the specific content of the meeting shall remain confidential between the child/children and the Mediator;
 - d. the Mediator will meet with the Parties to share the overall impressions and concerns of the children;
 - e. the information shared during this meeting will be used to help the Parties reach informed decisions that will be in the best interests of their children.
20. The Mediator may disclose to relevant authorities if Mediator considers there are reasonable grounds that the disclosure is necessary to prevent or minimize the danger or of serious harm to the well-being of the child/children under s.8(2)(d) of the Mediation Ordinance (Cap.620).

INDEPENDENT LEGAL AND/OR EXPERT ADVICE

21. Mediation does not replace independent legal and/or expert advice. The Mediator does not provide legal and/or expert advice to the Parties but shall advise and encourage the Parties to obtain independent legal and/or expert advice.

TERMINATION OF THE MEDIATION

22. A Party may terminate the mediation at any time after consultation with the Mediator. The Mediator may terminate the mediation if, after consultation with the Parties, the Mediator feels unable to assist the Parties to achieve resolution of the Dispute.

SETTLEMENT OF THE DISPUTE

23. No terms of settlement reached at the mediation will be legally binding until set out in writing and signed by or on behalf of all Parties.

EXCLUSION OF LIABILITY AND INDEMNITY

24. The Mediator will not be liable to any Party for any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this Agreement unless the act or omission is fraudulent.
25. Each Party indemnifies the Mediator against all claims by that Party or anyone claiming under or through that Party, arising out of or in any way referable to any act or omission by the Mediator in the performance or purported performance of the Mediator's obligations under this agreement, unless the act or omission is fraudulent.
26. No statements or comments, whether written or oral, made or used by the Parties or their representatives or the Mediator within the mediation shall be relied upon to found or maintain any action for defamation, libel, slander or any related complaint, and this document may be pleaded as a bar to any such action.

COST OF THE MEDIATION

27. Unless otherwise agreed by the Parties, each Party will be liable to pay for the fees and expenses of the Mediator in accordance with the FEE SCHEDULE annexed hereto as "Annex A".

28. Unless otherwise agreed by the Parties in writing, each Party bear its own legal and other costs and expenses or preparing for and attending the mediation (“each Party’s Legal Costs”). Each Party further agrees that any court or tribunal may treat both the mediation fees and each Party’s legal costs as costs in the case in relation to any litigation or arbitration where that court or tribunal has power to assess or make orders as to costs, whether or not the mediation results in settlement of the Dispute.

MEDIATION ORDINANCE & MEDIATION CODE

29. The provisions of the Mediation Ordinance (Cap 620) shall apply to this mediation.

30. The Mediator agrees to comply with the terms of the Hong Kong Mediation Code annexed hereto as “Annex B”.

LEGAL STATUS & EFFECT OF THE MEDIATION

31. Any contemplated or existing litigation or arbitration in relation to the Dispute may be started or continued despite the mediation, unless the Parties agree or a court orders otherwise.

32. This Agreement is governed by the law of the Hong Kong Special Administrative Region and the courts of the Hong Kong Special Administrative Region shall have exclusive jurisdiction to decide any matters arising out of or in connection with this Agreement and the mediation.

COUNTERPARTS AND SIGNIFYING AGREEMENT ELECTRONICALLY

33. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

34. This Agreement need not be signed physically on paper. Any Party can signify their consent and agreement to this Agreement via in email or other electronic means through texting in SMS, whatsapp, messenger or similar on-line texting applications.

SIGNATURES

Party Name: Signature or Signifying Agreement via email dated _____:	Party Name: Signature or Signifying Agreement via email dated _____:
The Mediator: St. John's Cathedral Counselling Service (Represented by [name of nominated mediator_____]) Signature or Signifying Agreement via email dated _____:	

ANNEX A : FEE SCHEDULE

Mediation Fees of St. John's Counselling Service (as of 28 Aug 2024)

1. Session Fees (scaled according to financial situation)

Fees Per Hour	HK\$	HK\$	HK\$	HK\$
1 st Individual Session <i>(paid by attending party)</i>	1,250	1,250	1,250	1,250
Individual Sessions <i>(paid by attending party)</i>	1,250	1,500	1,800	1,800
Joint Sessions <i>(apportioned between parties equally)</i>	2,000	2,600	3,000	3,000
If meet following financial criteria	if ↓	if ↓	If ↓	If ↓
The higher of :-				
1. Monthly income * Family <i>(not individual)</i>	< 90K	90K - 150K	> 150K	unknown
or	or	or	or	or
2. Amount in dispute or Total family assets * excluding self-use home	< 10M	10M - 20M	> 20M	unknown

2. Reduced Session Fees for Mediator in Training (if applicable)

- a. \$500 per hour for individual sessions (paid by the attending party) and joint session (apportioned between the parties equally).
- b. Attending mediator is a family mediator in training and accumulating experience required from accreditation at the HK Mediation Accreditation Association Ltd (HKMAAL).
- c. In addition to the mediator in training, the presence of a family mediation supervisor at all mediation sessions for purpose of accreditation at HKMAAL.

3. Additional Fees

- a. Administration Fees: Fees are charged for (i) telecommunications (emailing, telephoning, texting, etc.) with the Parties, and (ii) any administrative purpose which the Mediator may agree with the Parties. This fee is charged at \$300 for time spent \$15 minutes or less. Additional time over 15 minutes are charged at 15 minutes units. The mediator may waived this fee if each event is less than 15 minutes. This fee is payable after completion of the event or upon completion of a mediation session following the event.
- b. Documentation Drafting & Amendment Fees: Fees are charged for drafting of documentations arising out of the mediation at the rate \$1000 per A4 normal font single space page. This fee applies to the initial drafting and any subsequent substantial amendments. "Substantial amendment" means any change other than typing or grammar errors, or change in numbers or dates. This fee is payable upon completion of the draft or amendment.

4. Apportionment of Fees between the parties

- a. Each party is responsible for their Individual Session fees.
- b. The liability to pay for Joint Sessions and Additional Fees are apportioned equally between the parties, or in the manner as they may agree.

5. Cancellation, Rescheduling & Refunds

- a. 24 hours prior written notice is required for any cancellation or rescheduling of any session; failing which full fees are charged to the requesting party (who shall also be responsible for the other parties' share of any joint session fees).
- b. No refund or reduction in fees for meetings ending earlier than the scheduled time duration.

Hong Kong Mediation Code

(approved by HKMAAL Council on 13 April 2026)

PREAMBLE

This Code encompasses the core values of mediation in Hong Kong. A Mediator regardless of his/her background, training, accreditation and experience is encouraged to comply with this Code.

I. DEFINITION

- 1.1 “**ADR**” means alternative dispute resolution.
- 1.2 “**Code**” means Hong Kong Mediation Code.
- 1.3 “**HKMAAL**” means Hong Kong Mediation Accreditation Association Limited.
- 1.4 “**Mediator**” means an impartial individual who, without adjudicating a dispute or any aspect of it, assists the Parties to the dispute to do any or all of the following:-
 - (a) identify the issues in dispute;
 - (b) explore and generate options;
 - (c) communicate with one another;
 - (d) reach an agreement regarding the resolution of the whole, or part, of the dispute.
- 1.5 “**Parties**” means parties to a mediation.

II. INTRODUCTION

- 2.1 This Code applies to Mediators and outlines the minimum practice and ethical requirements for Mediators. Further, this Code is to inform participants of mediation and others about what they can expect of the mediation process and what they can expect from Mediators.
- 2.2 This Code is committed to maintaining high standards of professional conduct and good practice of Mediators.
- 2.3 This Code only relates to the mediation process (whether face-to-face, hybrid or online) and no other ADR processes. It relates only to the conduct of persons acting solely in their roles as Mediators and not acting in any other ADR processes.

III. RESPONSIBILITIES TO PARTIES

- 3.1 **Prior to accepting mediation:**
 - 3.1.1 The Mediator shall maintain impartiality towards all Parties. The Mediator shall disclose to the Parties any affiliations/interests which the Mediator may have or had with any Party

and in such situation obtain the prior written consent of all the Parties before proceeding with the mediation. The Mediator must be satisfied that he/she has time available to ensure that the mediation can proceed in an expeditious manner.

- 3.1.2 (a) The Mediator shall be competent and knowledgeable in the process of mediation. Relevant factors shall include language ability (reading, writing and speaking), training, specialist training and continuous education having regard to the relevant standards and/or accreditation scheme to which the Mediator is accredited. For example, if a language is chosen by Parties as the language for the mediation, the Mediator shall be proficient in that language. Likewise, in the event the mediation relates to divorce/separation, the Mediator shall have attained the relevant specialist training and the appropriate accreditation.

(b) The Mediator shall disclose to the Parties his/her language ability (reading, writing and speaking), training, accreditation etc. that the Mediator may have having regard to the particulars of the dispute(s).

- 3.1.3 Where the mediation involves the provision of advice by the Mediator, the Mediator must:

- (a) obtain consent in writing from all Parties;
- (b) be competent and knowledgeable within the area in which advice is to be given, and/or hold the relevant professional qualification, membership or their equivalent; and
- (c) ensure that the advice is provided in a manner that maintains and respects the principle of self-determination.

- 3.1.4 The Mediator shall provide the Parties with a copy of this Code.

3.2 **During mediation:**

- 3.2.1 The Mediator's compliance with paragraph 3.1.1 of this Code is a continuing duty that carries through to the end of the mediation process.

- 3.2.2 The Mediator shall maintain impartiality towards all Parties. The Mediator shall disclose to the Parties any affiliations/interests which the Mediator that may become apparent during the mediation process and in such situation obtain the prior written consent of all the Parties before continuing with the mediation.

- 3.2.3 The Mediator shall explain to all Parties the nature of the mediation process, the procedures to be followed and the role of the Mediator.

- 3.2.4 The Mediator shall ensure the Parties sign an Agreement to Mediate prior to the substantive negotiations between the Parties.
- 3.2.5 The Agreement(s) to Mediate shall include the responsibilities and obligations of the Mediator and the Parties.
- 3.2.6 The Mediator shall keep confidential all information, arising out of or in connection with the mediation, unless compelled by law or public policy grounds.
- 3.2.7 Any information disclosed in confidence to the Mediator by one of the Parties shall not be disclosed to the other Party without prior permission.
- 3.2.8 Paragraphs 3.2.6 and 3.2.7 shall not apply in the event there are reasonable grounds to believe that the disclosure is necessary to prevent or minimize the danger of injury to a person or of serious harm to the well-being of a child.
- 3.2.9 The Mediator shall inform the Parties of their right to withdraw from the mediation. If the Mediator believes that a party is unable or unwilling to participate effectively in the mediation process, the Mediator can suspend or terminate the mediation.
- 3.2.10 In a mediation in which a Party is without legal representation or relevant expert opinion, the Mediator shall encourage the Party to obtain legal advice or relevant expert opinion.

3.3 **Post mediation**

- 3.3.1 In relation to mediation documents, the Mediator has a choice as to whether to destroy materials.
- 3.3.2 The Mediator is not required to retain documents relating to a mediation, although they may do so should they wish, particularly where duty-of-care or duty-to-warn issues are identified.
- 3.3.3 The Mediator must take care to preserve confidentiality in the storage and disposal of written and electronic notes and records of the mediation and must take reasonable steps to ensure that administrative staff preserve such confidentiality.
- 3.3.4 The duty to preserve confidentiality is a continuing duty and paragraphs 3.2.6, 3.2.7 and 3.2.8 shall have effect after the termination of mediation.

3.4 **Online mediation**

- 3.4.1 Where the Mediator and/or a Party elects to conduct online mediation, the Mediator shall:

- (a) remind the Party(ies) of the associated risks and, where applicable, assist the Party(ies) to put in place appropriate measures and safeguards to ensure the integrity and confidentiality of the mediation process;
- (b) be sufficiently familiar and competent in using the relevant technology as adopted for the online mediation; and
- (c) use his/her best endeavours to ensure that the adoption of online mediation will not result in the breach of any provisions of this Code.

IV. ADVERTISING/PROMOTION

- 4.1 The Mediator may promote his/her practice, but shall do so in a professional, truthful and dignified manner.
- 4.2 A Mediator must accurately state their qualifications and experience and how they conduct their mediations.
- 4.3 A Mediator must not guarantee results or outcomes from the mediation process or make statements likely to create false expectations about favourable results.
- 4.4 A Mediator shall use de-identified information about any evaluation of their mediation practice that could assist participants to better understand the mediation services they offer.

V. FEE

- 5.1 The Mediator has a duty to define and describe in writing the fees for the mediation.
- 5.2 The Mediator shall not charge contingent fees or base the fees upon the outcome of the mediation.
- 5.3 Any disbursement and expenses should be agreed by the Parties to the mediation before such disbursement and expenses being incurred.

VI. PROFESSIONAL INDEMNITY INSURANCE

- 6.1 All Mediators are encouraged to be insured by relevant professional indemnity insurance before accepting appointment as Mediator.

VII. ELECTRONIC FORM

- 7.1 The terms “writing”, “written” and/or “sign” and/or other terms suggesting a written form used in this Code shall, unless otherwise specified, include the use of such terms in electronic form.

VIII. COMPLIANCE

- 8.1 For the purpose of determining whether the Mediator has misconducted himself/herself, the terms of this Code shall be taken into account.

IX. COPYRIGHT

- 9.1 HKMAAL has the right to review and change the Code from time to time. HKMAAL welcomes and encourages the adoption of this Code by Mediators and mediation organisations in Hong Kong.