

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.