
MEDIATION AGREEMENT

IN THE MATTER OF:

DATE OF MEDIATION:

CONDUCTED AT:

PARTIES TO THE AGREEMENT
AND
PERSONS PRESENT AT MEDIATION

- I acknowledge that this mediation relates to the matter described in Schedule 1 to this agreement together with any other matters parties to the mediation agree should be included.
- I agree to the conduct of a mediation on the terms and conditions set out in the following pages.
- I acknowledge the confidentiality requirements in Clause 10.

.....
Name (Please Print)	Party	Role	Signature

.....
Name (Please Print)	Party	Role	Signature

.....
Name (Please Print)	Party	Role	Signature

.....
Name (Please Print)	Party	Role	Signature

.....
Name (Please Print)	Party	Role	Signature

.....
Name (Please Print)	Party	Role	Signature

.....
-------	-------	-------	-------

Name (Please Print)

Party

Role

Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print) Party Role Signature

.....
Name (Please Print)	Party	Role	Signature
.....
Name (Please Print)	Party	Role	Signature
.....
Name (Please Print)	Party	Role	Signature
.....
Name (Please Print)	Party	Role	Signature
.....
Name (Please Print)	Party	Role	Signature

NAME OF MEDIATOR

Michael Maxwell BA.LLB.

.....
Signature of Mediator

Ada Evans Chambers
Suite 106
Level 1,
370 Pitt Street
SYDNEY NSW 2000
Ph: 02 92838322
Mob: 0416165696

1. APPOINTMENT OF MEDIATOR

1.1. The Parties appoint Michael Maxwell (the Mediator), as mediator.

2. ROLE OF THE MEDIATOR

2.1. The Mediator will act without bias and without favour to any Party.

2.2. The Mediator will help the Parties to try and resolve the dispute by:

- (a) discussing with them the issues that are in dispute and options or possibilities by which the dispute may be resolved;
- (b) considering with them their interests and needs;
- (c) such other actions as the Mediator considers useful.

2.3. The Mediator may hold separate discussions with Parties together or separately or with some of the parties at any time and the Mediator need not disclose the fact that a separate meeting has taken place or its contents.

2.4. The Mediator may, if it will advance the mediation, enter confidential discussions with each Party separately to assist each to evaluate their prospects in a hearing. In doing so the mediator may enter active discussion and proffer views about possible outcomes of individual issues.

3. CO-OPERATION

3.1. The Parties and all persons present agree to co-operate with the Mediator and each other in preparation for, and during, the mediation.

4. PRELIMINARY CONFERENCES

4.1. The Parties and their representatives agree to comply with such reasonable directions as the Mediator may make to advance the mediation. As part of the mediation, the Mediator may schedule a

preliminary conference including to establish a timetable and discuss other matters that may help the mediation process.

5. AUTHORITY TO SETTLE

5.1. The Parties must attend the mediation with authority to settle within any range that can be reasonably anticipated.

6. COMMUNICATION BETWEEN MEDIATOR AND PARTIES

6.1. Information disclosed to the Mediator privately by any Party will be treated as confidential unless the Party making the disclosure says or requests otherwise.

7. TERMINATION OF THE MEDIATION

7.1. A Party may terminate the mediation at any time, but shall give the Mediator advance notice, allowing an opportunity for the Mediator to overcome any obstacle to the mediation continuing.

7.2. The Mediator may terminate his or her involvement if the Mediator feels unable to help the Parties further for any other reason in the discretion of the Mediator.

8. EXCLUSION OF LIABILITY

8.1. The Parties expressly agree that the Mediator will not be liable to any person for any act or omission in the performance of the Mediator's obligations, unless the act or omission is fraudulent.

9. MEDIATOR'S FEES AND CHARGES

9.1 Subject to other agreement notified to and accepted by the mediator, the Parties, separately will be liable to the Mediator for the Mediator's fees set out in Schedule 2 to this agreement.

9.2 Where the mediation is conducted out of Sydney and requires flights or accommodation, the parties agree to share those costs.

10. CONFIDENTIALITY AGREEMENT

10.1 Subject to professional disciplinary complaint to an appropriate and applicable disciplinary body able to act by law, the Parties and all persons present agree, unless otherwise compelled by law, to preserve full confidentiality of all statements and events during the mediation and communications and documents brought into existence concerning the mediation that may at any time, come to their knowledge.

10.2 This confidentiality clause binds the Mediator, Parties and all persons participating or present at the mediation in respect of discussions and documents generated before the mediation or following the day or days of mediation.

10.3 This agreement does not restrict any person's freedom to disclose and discuss communications during or concerning the mediation within the organisation on whose behalf or at whose request such person is present at the mediation, including the advisers and insurers of that Party and any person within the legitimate field of personal intimacy of the Party provided that any such disclosures and discussions will only be on this same basis of confidentiality, which shall be secured by the person divulging the information to the intimate person, legal, institutional or insurance advisor.

SCHEDULE 1

The Disputes the subject of proceedings No _____ of _____

in the _____ Court of _____ at _____.

SCHEDULE 2

The Mediator's fee (including GST) is a fixed rate that includes all preparation and reading by the Mediator, the first day of the mediation, any pre-mediation conferences. Further fees at the same rate would apply if the mediation proceeds beyond the first day. Airfares and accommodation if needed, will be shared

proportionately and invoiced on the same basis as set out in Clause 9 of this agreement. The terms of engagement are:

From 1 July 2023 the daily fee for **all day** mediations is \$4,000 for any part or all of one day, irrespective of the number of parties.

The fee for considering position papers and the Agreed Bundle of Documents prepared by the parties is \$400/hour (per minimum 6-minute intervals). This is in addition to the applicable daily fee for the mediation.

Both the daily fee rate and the hourly rate are exclusive of GST.

There are no extra charges for liaising with the parties beforehand. Expenses such as accommodation, taxis, meals, long distance phone calls, faxes, copying or couriers, will only be charged if the Mediation is outside Sydney and by mutual agreement. I will advise if any additional fees are to be charged and obtain consent beforehand from the parties.

In relation to matters agreed for **half day mediation** (whether morning, afternoon or evening) the daily rate applies unless I am able to secure another half day mediation on the same day, in which case the half day rate is \$3000, and the hourly preparation rate remains \$400. Both rates are exclusive of GST.

CANCELLATIONS: A cancellation fee will apply if I am notified:

1-2 days prior: 75% of the applicable rate, unless I secure another booking for that day.

3-14 days prior: 50% of the applicable rate, unless I secure another booking for that day.

15+ days' notice: nil cancellation fee.

Each Party agrees to pay the Mediator's fees of \$4000.00 plus GST per day or part thereof and \$400.00 plus GST per hour for reading material provide by the parties, such payment to be made within 30 days of the mediation. The mediation fee will be split pro rata between the parties.