

MEDIATION STYLE CONFERENCE AGREEMENT

Appointment of the Chair

1 The parties to this agreement appoint Stephen William Bell ("the mediation style conference chair") and the chair accepts an appointment to conduct a mediation style conference of the dispute between the parties in accordance with the terms of this agreement ("the agreement").

Purpose of the mediation style conference

- 2 The mediation style conference is an informal process designed to assist parties to resolve matters in issue between them..
3. if agreement is not reached on all matters, then the chair will assist the parties to;
- (a) identify the matter(s) that can be agreed;
 - (b) isolate the matter (s) in dispute
 - (c) in property matters agree to the table of assets and liabilities;
 - (d) agree their identity and terms of appointment of any single expert (s).
 - (e) identify the witnesses for each party and the time frames for Trial preparation.

Obligations of Chair

- 4 The chair will fairly and impartially assist the parties to identify and discuss matters in issue between them with the objective of resolving the dispute
5. The chair is not acting as a legal practitioner of either or both of the parties.

Conduct of the Mediation Style Conference

6. The mediation style conference will be conducted in a manner the chair considers appropriate to an efficient and expeditious resolution of the dispute.
7. The chair is not required to offer legal advice.
- 8 The chair may express opinions and make recommendations
9. Any advice offered, opinions expressed were recommendations made is/are of no legal effect and is/are provided subject to the parties obtain their own independent legal advice in relation to such matters.
10. The chair may give directions in relation to the conduct of the mediation style conference and each party agrees to comply with any reasonable directions so issue.

Confidentiality and Privilege

- 11 The mediation style conference is conducted on a without prejudice basis and all written and communications, negotiations and statements made during the mediation style conference will be treated as privilege settlement discussions and are absolutely confidential and will not be disclosed or relied upon or will be subject of a subpoena to give evidence or to produce documents and in any subsequent legal proceedings.
- 12 The chair will not disclose any information or document provided to him or her on a confidential basis to another party unless he or she is authorised to do so by the party who provided the information or document. There is an exception, namely the chair may make disclosure where the information disclosed suggest an actual or potential threat to human life or safety, or in attentional or imminent serious harm to property, or if compelled by law to do so.

Termination

13. Either party may terminate the mediation style conference at any time by giving notice to the chair and to the other party.
- 14 The chair may terminate the mediation style conference if the chair determines in his or her sole discretion:
 - (a) the mediation style conference process is not going to resolve the matters in issue between the parties.
 - (b) a party has failed to comply with the reasonable directions of the chair or is otherwise not acting in good faith.

Fees

- 15
 - (a) the chair's fees payable by the parties can be on a fixed fee basis on half day or full day mediation and if the mediation goes beyond the allotted time than extra work is paid at a fixed rate per hour.
 - (b) travel and accommodation expenses are paid by the chair.
 - (c) The cost of any rooms for the conference paid by the chair.
 - (d) The fees for the mediation style conference ordinarily includes preparation and intake session with each party prior to the mediation of up to 1 hour but, in the event the chair is requested to review extensive material or conduct longer intake sessions, a reading fee may be chargeable after negotiation with a legal practitioner submitting the material.
 - (e) If the appointed conference is cancelled or not proceeding with after the intake sessions then the chair shall be paid for the preparation at the hourly rate.
16. Unless otherwise agreed in writing, each party agrees to pay one half of the chair's fees which sum is to be held in the Trust Account of their solicitor at least 2 days prior to the conference.

Exclusion of Liability and indemnity

17 The chair is not liable for any act or omission in connection with the mediation style conference or this agreement other than fraud and the parties jointly and severally indemnify the chair in respect of all other liabilities, claims and associated costs arising from the mediation style conference

Signature of chair

Date

Signature of party

Signature of solicitor

Signature of party

Signature of solicitor