

1 April 2009

Engagement Information

1. The purpose of this engagement information is to set out the basis upon which I am appointed as mediator.
2. Unless we agree different terms of engagement in writing these terms, in addition to those applicable parts of [my mediation agreement](#), apply to my appointment.
3. [Click here](#) for my profile.

My Role as Mediator

4. My role is set out in some detail in my standard mediation agreement, in particular clauses 3-6 as follows:
 - '3. The mediator and each party will use their best endeavours to resolve the Dispute by:
 - 3.1 systematically identifying the issues in dispute;
 - 3.2 developing alternatives and options for the resolution of the Dispute;
 - 3.3 exploring the usefulness of each alternative; and
 - 3.4 seeking to achieve a resolution which is acceptable to the parties and which meets their interests and needs.
 4. The mediator will be neutral and impartial.
 5. The mediator will not:
 - 5.1 give legal or other professional advice to any party;
 - 5.2 impose an outcome on any party; or
 - 5.3 make any decision for any of the parties.
 6. The mediator can meet with the parties jointly and/or separately, as the mediator determines.'

The Normal Intake Process

5. Once my appointment has been confirmed, I usually email counsel or parties three documents, being:
 - 5.1 This engagement information

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90 The Terrace
PO Box 10 731
Wellington, New Zealand
mediate@geoffsharp.co.nz
Telephone: Wgtn 04 499 5395

- 5.2 A memorandum explaining the steps we need to address to get ready for mediation and dealing with a variety of preliminary matters such as documents, venue etc and
- 5.3 My standard mediation agreement.
- 6. We then meet by telephone conference call to address preliminary matters – that conference call usually takes around 15 minutes and is held 2-4 weeks out from the mediation date.
- 7. Most of my correspondence tends to be by email.

Fee Structure

- 8. My standard fee for mediations
 - 8.1 In **Wellington, Christchurch and most provincial centres** for a full day of mediation is **\$5,000**
 - 8.2 In **Auckland** for a full day of mediation is **\$6,000.00** (to reflect the longer day and the 4/5 hours travel involved).
- 9. A full day consists of 12 hours - 4 hours allocated to intake process (including case administration and management, phone/email, pre-mediation telephone conference call, timetabling, preparing the Mediation Agreement and reading background documents) with 8 hours on the day of the mediation.
- 10. Additional time on the day of the mediation will be billed at the rate of **\$475.00 per hour**.
- 11. My standard fee for a half-day mediation is **\$3,500**.
- 12. A half-day consists of up to 5 hours, 1 hour allocated to pre-mediation matters as above and 4 hours on the day of the mediation. Generally, mediations outside of Wellington or Christchurch are not half days.
- 13. Fees are usually shared equally among the parties and are plus GST and disbursements.
- 14. I do not bill for routine follow up calls and there is never a charge for these or any other additional post mediation work without consultation with counsel.

Disbursements / Out of Pocket Expenses

- 15. My practice is a national one although I primarily work out of Wellington and Christchurch.
- 16. Please note; there is **no charge for travel costs** (airfares, taxis, accommodation) in either of those two centres and I present myself as a 'local practitioner' in both Wellington and Christchurch.
- 17. Disbursements such as room hire/catering etc are to the parties in the normal way.

Billing & Payment

18. I will normally send my tax invoice within a day or so of the mediation to counsel by email as a protected .pdf document. If you would prefer to receive a hardcopy by mail please advise.
19. Payment is due within seven days of the mediation and any outstanding fees and costs attract interest at the rate of 2% per month or part thereof.
20. If possible, I prefer to receive payment by direct credit.
21. My account details are:

Bank: BNZ, Wellington Branch / **Account:** Geoff Sharp – Practice Account / **Account #** 020500 - 0924998 – 00

Payment in Advance

22. I may ask for payment in advance however I usually try to avoid that request.
23. Given that I have no way of assessing any risk of non-payment by parties (as parties are usually clients of the lawyers instructing me) I leave it to counsel who may wish to obtain their client's share of the mediation costs up front to be held by them, especially where there is a concern as to ability to pay or timely payment.
24. In the event of non-payment, I reserve the right to look to the instructing lawyer in the usual way.
25. If I am appointed as mediator by the parties directly it is more likely that I will ask for advance payment.

Professional Indemnity Insurance

26. A copy of my current mediator and mediator's indemnity liability insurance policy (AON) is available on request.
27. The renewal date is 1 October each year and my limit of indemnity is NZ\$10 million for any one claim and NZ\$30m in aggregate.
28. My mediation agreement contains the following;
 - 28.1 The parties agree that the mediator will not be liable to any party for any act or omission in the performance of the mediator's duties and obligations under this agreement, unless the act or omission is fraudulent.
 - 28.2 The parties, together and separately, indemnify the mediator against any claim for any act or omission in the performance of the mediator's duties under this agreement, unless the act or omission is fraudulent.'

Cancellations

29. If a mediation is cancelled or postponed within 10 days of the mediation date, I will normally charge a \$500 fee and any wasted disbursements to be shared by both parties covering my intake time (usually a conference call, reading, preparation and email).

30. In extreme situations where I have lost appointments because of a late cancellation or postponement, I reserve the ability to request half the mediation fee be paid, together with any disbursements.
31. I will attempt to avoid such a request as I would much rather you think of me on your next mediation and I make it only in rare circumstances.

Pro Bono Work

32. I wish to ensure an appropriate proportion of my practice remains pro bono mediation work and I undertake this at no fee or at a discounted fee in deserving cases, usually involving community issues.

Mediation File

33. I will normally keep only the mediation agreement signed by the parties and any settlement agreement that I am provided with at the conclusion of a successful mediation. All other documents I will return to counsel upon request or destroy by a secure method soon after the mediation.

Conflicts of Interest


34. I will disclose to the parties and/or their legal advisors any conflicts that I am aware of, in particular any prior association with any of the parties to the mediation.
35. If in the course of the mediation I become aware of any circumstances that might reasonably be considered to affect my capacity to act impartially, I will inform the parties and/or their legal advisors of those circumstances.

Feedback

36. I value feedback – positive or negative.
37. An easy to use [feedback form](#) is posted on my website

Acceptance

38. By appointing me as mediator you accept these terms of engagement unless we otherwise agree in writing.
39. Thank you for the appointment.

A handwritten signature in black ink, consisting of a large, stylized initial 'R' followed by a smaller, less distinct mark, and a horizontal line of dots below it.