



## MEMORANDUM

To: Parties and Counsel to Mediation  
From: Geoff Sharp  
Date: October 2004  
Subject: **Engagement Information**

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Thank you for your enquiry.

The usual basis of my appointment is set out below but please note that I am happy to discuss the basis of my engagement if any issues arise.

### **My Normal Intake Process**

Once my appointment has been confirmed I usually email counsel two documents:

- a memorandum explaining the steps we need to address to get ready for mediation and dealing with a variety of preliminary matters, and
- my standard mediation agreement.

We then meet by way of a premediation telephone conference to address any preliminary or other issues - its a dial in process using a pin # - and is a useful means of touching base prior to the mediation itself.

### **Daily Fees**

I am normally engaged on a **daily basis at a rate of \$3,500** - that assumes ten hours (including premediation tasks). Time spent over the 10 hours is at my **hourly rate of \$400**.

There is normally at least two hours of premediation work - case administration and management, phone/email, premediation conference call with counsel, timetabling, preparing the mediation agreement, reading the background documents provided and preparation.

I do not usually charge travel time nor for information on preparing for mediation should you or your client want it.

*(please note that fees are usually shared equally among the parties)*

Fees are plus GST and disbursements.

### **Pro Bono Work**

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.

### **Disbursements**

My practice is a national one although I primarily work out of Wellington and Christchurch.

If the mediation is in either of those two cities, I present myself as a 'local practitioner', meaning I do not charge air travel or accommodation etc.

Otherwise, disbursements are billed at cost in the normal way.

### **Payment**

I try to avoid requesting that payment be made prior to the mediation if at all possible, but I may do so on some occasions and, given that I have no way of assessing any risk of non payment by parties, I would look to the firm acting in the usual way in that event.

Counsel may wish to obtain their client's share of the mediation costs upfront to be held in trust, especially if there was a concern as to ability to pay or timely payment.

I will normally provide my tax invoice by email to counsel as a .pdf document. If you would prefer to receive a hardcopy by mail please advise.

I am happy to receive payment by direct credit with advice of deposit.

My account details are;

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

### **Professional Indemnity Insurance : NZ\$5m**

A copy of my current Mediator's and Barrister's Indemnity Liability Insurance Policy (NZ Bar Association) is available on request.

The renewal date is 1 April each year.

### **Cancellation**

I like to have the ability to request half the mediation fee be paid if the mediation is cancelled seven days or less before the set date.

I will always attempt to avoid such a request and over the last five years have made it only once, however it may be appropriate in some circumstances. In any event, if I have incurred expenses such as air travel that cannot be refunded I charge for that.



### **Geoff Sharp**

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