

[Date]

[Name]
[Name of party appointing mediator]
[Address]

By email only: [Email address]

Dear [Name]

[Names of parties]

Terms of Engagement

1. Thank you for contacting me. The purpose of this document is to set out the basis upon which you appoint me as mediator.
2. Unless we agree otherwise in writing, these engagement terms, in addition to the applicable parts of my standard Mediation Agreement, apply to my appointment.

Role of Mediator

3. My role as mediator is detailed in my standard Mediation Agreement in clauses 3-6.

Intake Process

4. Once my appointment has been agreed to by the parties, I send an email to both parties confirming my appointment and listing preliminary matters to be agreed by the parties (such as documentation to be provided to me, venue etc) and include my standard Mediation Agreement and any agreed variations to this engagement information.
5. I may convene a teleconference with the parties and/or their representatives prior to mediation if there are preliminary issues which need to be discussed (such as documentation, who should attend the mediation etc). I may also telephone parties and/or their representatives a couple of days before the mediation to talk generally about how things may unfold on the day.
6. All my written correspondence is sent by email only.
7. Any amendments to my standard terms of engagement or my standard Mediation Agreement must be recorded and agreed in writing.

Fee Structure

8. I like to give the appointing party certainty of cost from the outset by charging a flat fee per mediation, which includes administration, preparation and attendance at mediation, but excludes disbursements as set out below.
9. As I am based in central Wellington, there is no charge for travel costs for a mediation held within a 50km radius of my office. There are additional costs associated with travel outside of this area (for example, airfares, hire car, fuel, taxis, and accommodation). I can give an estimate of these costs in advance once I know the details of the mediation.
10. For preparation and attendance at a half day mediation (up to 4 hours), for example, from 9am to 1pm or from 12pm to 4pm, I charge \$2,000 plus GST. I am usually flexible with the start time for a half day mediation. Please note that I cannot be engaged for a half day mediation outside of the central Wellington region. I would have to be engaged for a full day, regardless of whether a full day is required.
11. For preparation and attendance at a full day mediation (up to 8 hours), usually from 9am to 4pm, I charge \$3,000 plus GST.
12. As a guide, a full day mediation usually consists of approximately 13-15 hours of my time: 5-7 hours of intake (including case administration and management, phone/email attendance, pre-mediation meetings/telephone calls/teleconferences, timetabling, preparing the mediation agreement, reading background documentation and travel) with 8 hours allowed for running time on the day.
13. If the mediation takes more than the time allowed on the day or significant post-mediation work is required, my hourly rate of \$350 plus GST will apply, charged in 6-minute units. I do not charge for minor routine after care/follow up.
14. I charge additional costs for any large volume printing of documents (30 cents per page in excess of 20 pages).
15. I charge additional costs for the organisation and hire of a suitable venue, if organised by me and/or my office.

Billing and Payment

16. I will normally email a tax invoice within a day or so of the mediation in .pdf format.
17. Payment is due within seven days of the date of invoice and any outstanding fees and costs attract interest at the rate of 2% per month or part thereof.

Professional Indemnity Insurance

18. I hold Professional Indemnity Insurance. A copy of my Certificate of Currency for my Professional Indemnity Insurance is available upon request.
19. My standard Mediation Agreement contains the following clauses:

'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.'

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

20. When a mediation date is booked in my calendar, I am committed to that date and I reserve a period of preparation time in advance of it.
21. Where parties cancel or postpone a mediation it not always possible for me to make use of the time reserved and virtually impossible to do so where this occurs close to the date fixed. Accordingly, I reserve my right to charge my full fee in the case of a cancellation within three business days of the mediation date.

Mediation File

22. I normally only retain copies of the signed mediation agreement, the terms of engagement and any settlement agreement. I either return all other documents to the parties or their representatives (upon request) or destroy by a secure method soon after the mediation.

Conflicts of Interest

23. I will disclose to the parties and/or their representatives any conflicts that I am aware of, in particular any known prior association with any of the parties to the mediation.
24. If, during the course of the mediation, I become aware of any circumstances that might create a conflict or reasonably be considered to affect my capacity to act impartially, I will inform the parties and/or their representatives.

Acceptance

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

Yours faithfully

Cullen – The Employment Law Firm

Sarah Cates
Mediator

To: Sarah Cates on behalf of Cullen – The Employment Law Firm

I confirm that I accept the above terms and you are appointed to mediate this matter.

Signature

Date