

TERMS OF ENGAGEMENT OF GRANT BRITAIN QC AS MEDIATOR

1. These terms of engagement are in addition to the terms of the mediation agreement executed by the parties and Grant Britain QC.
2. Unless we agree otherwise in writing, my fee for acting as mediator shall be calculated as follows:
 - (a) For a half day mediation, which is up to four hours including breaks - \$3,000 plus GST. Any time required on the day beyond four hours will be charged at \$600 plus GST per hour.
 - (b) For a full day mediation - \$5,500 plus GST.
 - (c) There is no additional charge for the mediation intake process, which includes all communication with lawyers and/or the parties prior to the mediation meeting, including any preliminary telephone conference.
 - (d) There is no additional charge for any follow up with lawyers or parties after the mediation meeting.
 - (e) The above rates do not include provision of mediation rooms. If it is necessary to arrange mediation rooms, then the cost of those rooms will be charged as a disbursement.
 - (f) No other disbursements will be charged.
 - (g) If a mediation is cancelled, then any disbursements incurred will be charged together with any wasted travel time. There will be no other charge.
3. The parties shall be jointly and severally liable to pay my fee. At the conclusion of the mediation, I will render an invoice to each party for their equal share of my fee, with payment due seven days after invoice.
4. I will comply with the AMINZ Code of Ethics, which includes a duty to disclose any conflict of interests, or prior association with the parties.
5. I hold professional indemnity insurance, underwritten by Chartis Insurance New Zealand Limited and Lumley General Insurance (NZ) Limited.

6. At the conclusion of the mediation, I will dispose of any notes made by me during the mediation, and any documents provided to me by the parties at any stage of the process. I will retain the original executed mediation agreement and executed confidentiality undertakings.