

P.C.P. MUNRO
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10 May 2023

Attention:

Email.

Attention:

Email.

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Email.

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Dear Colleagues,

Re:

I understand that a mediation has been arranged between the parties and I have been appointed as mediator in the abovementioned matter.

The Mediation

The mediation is to take place at my chambers at **Level 28 West, Santos Place, 32 Turbot Street, Brisbane** commencing at **10:00 a.m. on 2023**.

On the day of the mediation I will provide to the parties my standard form of agreement to mediate. I will require this to be signed by the parties' representatives prior to commencing the mediation. If the parties wish to view the contents of the agreement to mediate this can be viewed on www.petermunro.com.au under the tab "Documents."

Please forward by email as soon as possible to my assistant at justine@clashfern.com.au details of all parties who will be attending the mediation and their respective representatives. Please advise the number of persons expected to attend the mediation so that the adequacy of the conference and break out rooms can be assessed.

With respect to the material which should be forwarded to me for the purposes of conducting the mediation I will leave this entirely to the parties. If there is any dispute concerning which party is to provide material, or what material is to be provided, please contact me.

Fees

My fees for a half day mediation (i.e. the mediation takes three hours or less) will be \$4,500.00 plus GST. This amount also includes any time taken to read the material and to finalise all necessary documentation to conclude the mediation. Any additional time taken for the mediation beyond three hours will be charged at \$500.00 per hour plus GST. I will also charge any out of pocket expenses such as travel, air fares or accommodation if such expenses are incurred.

There is no venue cost if the mediation is held at my chambers. If the mediation is to be conducted at a venue other than my chambers, the parties shall be responsible for all necessary arrangements regarding the venue and any associated costs.

I do not require my fees paid prior to the mediation. I would prefer that the issue of the payment of my fees form part of the discussions to take place at the mediation. If the action resolves no doubt the question of payment of my fees will also be resolved. If the action does not resolve, then payment of my fees will be in accordance with the agreement to mediate executed by the parties.

Cancellation

If the mediation is adjourned or cancelled within fourteen (14) days of the date appointed for the mediation my fees will remain payable and such fees will be paid by the parties, irrespective of fault, in accordance with their agreed shares, or subject to any other arrangement the parties may agree.

No Liability

The agreement to mediate will to the extent permitted by law include a term that no liability will attach to the mediator arising from any matter the subject of the mediation.

Legal Profession Act 2007 – Costs Disclosure

In addition to confirming the arrangements for the mediation this letter also constitutes:

- (a) My disclosure under section 309 (2) of the Legal Profession Act 2007 and;
- (b) My offer to enter into a costs agreement with your firm in relation to this matter under section 322 (1) (c) of the Act.

My memorandum of fees will be issued in the form of a tax invoice, forwarded at the conclusion of the mediation. Please note that payment by your firm is required within thirty (30) days of the issue to you of my tax invoice. I reserve my right to claim statutory interest pursuant to section 321(1) of the Act.

This letter is an offer by me to your firm to enter into a costs agreement relating to my retainer in this matter. You may accept this offer either:

- (a) Expressly, either orally or in writing, or;
- (b) By your conduct in continuing to engage me as mediator in relation to this matter without first notifying me that your firm does not accept these terms.

Acceptance of my offer will result in a retainer agreement with your firm not with your client.

Professional Standards Act 2004

Pursuant to the Professional Standards Act 2004, I am required to bring to your attention that as a Class A Ordinary member of the Bar Association of Queensland my professional liability is limited by a scheme approved under that Act.

There is a statement to that effect at the base of the first page of this letter, and you may also consult the Bar Association of Queensland Website at:
<https://qldbar.asn.au/baq-cms/professional-standards-scheme> for further information.

Please note that there are exceptions to the scheme's operation specified in Section 6 of the Act in relation to a Queensland claim which include circumstances of 'acting for a client in a personal injury claim'.

National Mediator Accreditation System

I have been accredited by the Bar Association of Queensland as a nationally accredited mediator in accordance with the Australian National Mediator Accreditation System. The system is administered by the Mediator Standards Board and full details of the Board and the System can be accessed at www.msb.org.au.

I am required to conduct the mediation in accordance with practice standards applying to nationally accredited mediators. Those approval standards and practice standards for nationally accredited mediators can be viewed on the Mediator Standards Board website as above.

I am required by the practice standards to advise you that if you have any complaint in relation to my conduct as mediator, such complaint should be forwarded to the Mediator Standards Board whose contact details can be accessed as above.

Conclusion

Should you have any queries concerning the procedure by which the mediation is proposed to be conducted or this cost agreement please contact me as soon as possible.

Yours faithfully,



P.C.P. MUNRO