

P.E. BIDDINGTON & ASSOCIATES LTD

DISPUTE RESOLUTION PRACTITIONERS

PAUL E. BIDDINGTON
JP. GDip Bus Studs. AAMINZ. AREINZ.



STANDARD TERMS OF ENGAGEMENT AS MEDIATOR

Unless otherwise agreed, the following will apply:

1. Mediation is a process in which parties have the opportunity to listen and talk with each other, share information, consider each other perspectives, and make voluntary informed decisions, with the assistance and support of an impartial mediator. Mediation has the potential for improving relationships and resolving disputes.
2. The mediator is an independent intermediary, and not an advocate for any party. The mediator will treat each party in an even-handed way.
3. The mediator will facilitate an informal process that has regard to the nature and circumstances of the dispute and the wishes of the parties.
4. The mediator will arrange a timetable and meeting places to suit the convenience of the parties.
5. The parties will cooperate in good faith in attempting to improve the quality of their interaction and deal with whatever difficulties they face.
6. Each party should be present in person or be represented at every meeting by the same person who is able to answer questions and co-operate in developing and agreeing to a solution to the dispute. Any limitation on a representative's authority shall be made known to the mediator and to the other parties from the outset.
7. Mediation is a private procedure. The parties and the mediator shall maintain the confidentiality of the process, and not discuss the dispute with the media or others who are not involved with the process.
8. The mediation shall be without prejudice to the dispute and shall not be referred to or relied upon in any other proceedings.
9. Being involved in mediation shall not prejudice any existing legal right of the parties. However, any settlement agreement may change their legal rights and may be legally enforceable as a contract.
10. In addition to joint meetings, the mediator may meet separately with any one or more of the parties.
11. At a separate meeting with a party, the mediator may hear information which is to be kept confidential from other parties. If so, provided there is no apparent physical danger to any person or serious criminality involved, the mediator will keep the information confidential.

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12. The mediator may at any time comment on any aspect of the dispute. Such comments may be made to all parties or to any one or more of them, at the discretion of the mediator, but shall not be in writing unless this has been expressly required by all the parties.

13. The mediator does not maintain any technical or legal expertise. Any comments by him are not intended to be relied upon as professional advice.

14. It is for the parties to decide whether to resolve some or all of the issues in dispute. Each party is advised to have any proposed settlement agreement independently reviewed by its legal adviser before executing it.

15. Any party may withdraw at any time from the mediation.

16. The mediation may be terminated at any time by agreement between the parties or by the mediator.

17. The mediator shall not subsequently accept appointment as advocate or expert witness or otherwise provide assistance to any of the parties in connection with any related proceedings, except for purposes of proving any settlement agreed to by the parties.

18. To the extent allowable in law, the mediator shall not divulge any aspect of the mediation in any other proceedings.

19. Parties shall meet their own costs of the mediation.

20. The mediator's fees shall be charged at his hourly rate.....for all time involved, plus expenses and GST.

21. The mediator may from time to time invoice the parties for fees and expenses incurred and may also require payment of amounts by way of security for future fees and expenses. Any invoices shall be paid within 14 days.

22. The parties undertake to pay equally the amounts invoiced or required by the mediator. Alternatively, with the prior consent of the mediator, one or more party may agree to pay invoices in such unequal shares as to achieve payment in full.

23. The mediator shall not be liable to any person or entity, including the parties, for any act or omission including negligence or breach of confidentiality or for any advice or opinion or comment associated with his engagement as mediator and involvement in the dispute. Each of the parties agree to indemnify the mediator in respect of any such claim.