

Dear Colleagues,

RE: Names of Parties (eg 3 parties)

Thank you for appointing me to mediate this matter. I confirm the relevant details so far as follows:

Date	Tuesday 1 June 2026, for one day
Time	10am, with arrivals beforehand
Venue	At the premises of / to be confirmed

If this is a Court ordered mediation, please note the UCPR requirements at the end of this letter.

My terms and suggested timetable for preparation are set out below:

By close of business on x date (3 weeks prior):

1. Provision of the Mediation Brief

Can the parties please arrange to **provide me with an electronic brief** (no hard copies please).

I don't mind if you send me a joint brief or separately - whichever is easiest for each of you. Simply send me what you want me to read and, if you'd like me to keep any particular document confidential (not disclosed to the other side), please indicate as such.

By close of business on x date (2 weeks prior):

2. The Plaintiff's position statement and schedule of damages to be provided.

3. The Plaintiff's solicitor to please ensure the following information and documentation is prepared in advance of the mediation and, ideally, disclosed to the Defendants:

- Whatever statutory or other reimbursement obligation figures are applicable from any settlement sum; eg HIC Notice of Charge, NDIA estimate/charge, workers compensation schedule of payments, and any Centrelink documentation - so that the Plaintiff is able to know the 'in-pocket' figure relative to any offer and ultimate settlement agreement.
- It is also very constructive if the Plaintiff is able to disclose their party/party costs figure in advance of the mediation or on the day, together with a breakdown (solicitor fees, counsel and disbursements). Some insurers make a reserve for legal costs of the Plaintiff and, if accurate information can be provided in advance, it may better serve to maximise costs recovery for the Plaintiff.

By close of business on x date 2026 (1 week prior):

4. The Defendants to reply to the Plaintiff's position statement and schedule of damages.

5. If the Defendant/s require a Deed to be entered into by the parties as a condition of settlement, a proposed draft of the Deed is to be sent to the Plaintiff's solicitor for consideration, with any requested amendments to be addressed prior to the mediation.

Following my review of the brief, I propose to telephone each of you for separate conversations on a confidential basis, to assist me with obtaining a greater depth of understanding of various aspects of the matter in advance of the mediation day.

I will also invite the Defendant parties to participate in a pre-mediation joint telephone or video conference with me to discuss how the negotiations may be conducted jointly. I thank you in anticipation of your co-operation

with that.

Please find my **Mediation Protocol** attached for ease of reference; and I ask you to note the following:

- The Mediation Protocol includes a version of the Confidentiality Agreement that I will ask the attendees to sign on the day.
- It is in accordance with the Law Society NSW and NMAS standard terms.
- My mediation fee is outlined therein; ie flat fee in a 3 party matter, of \$5,600 + GST for a full day / up to \$4,000 + GST for a half day (4 hrs).
- These rates are based on the parties sharing the mediation fee.
- If there are any questions or concerns about this document, please let me know. The Protocol does not need to be signed but, unless you or your clients and any other attendees raise any questions or objections with me before the mediation day, I assume all participants agree to all terms. Accordingly, please pass this document on to your respective clients and attendees in advance of the mediation.

Thanks again for appointing me to mediate this matter. I look forward to conferring with you closer to the mediation date.

Kind regards,

Karen Stott

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I acknowledge the Traditional Custodians of the land and waterways throughout Australia and their deep, ongoing connection to community and culture. I pay respect to Elders past, present and future.

This message (including all attachments) is confidential and may be subject to legal professional privilege (in which case neither is waived or lost by mistaken delivery). If you are not the intended recipient and have received this email in error, would you please not disclose or use the information contained in it. Please notify me immediately by return email and delete the email and its attachments from your system.

UCPR NSW 20.6 - Mediation session procedure

(cf Supreme Court Rules NSW Part 72C, rule 6)

(1) The following provisions apply to the conduct of a mediation session unless the mediator, or the court, otherwise directs:

(a) the session must be attended -

(i) subject to subparagraph (ii), by each party or, if a party is a corporation, by an officer of the corporation having authority to settle the proceedings, or

(ii) if the conduct of the proceedings by a party is controlled by an insurer, by an officer of the insurer having authority to settle the proceedings,

(b) a party may be accompanied by that party's barrister or solicitor at the session.

(2) A person who is required by subrule (1)(a) to attend a mediation session may do so by telephone, video link or other form of communication, but only with the leave of the court or the mediator.