

D.B. Fraser Q.C.

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Inns of Court
107 North Quay
Brisbane Qld 4000**

ABN: 85 806 715 117

DATE

ADDRESS

Attention: INSERT

Dear INSERT,

Re: INSERT

Thank you for asking me to act as mediator in the above mentioned matter.

The proposed retainer is for me to:

- Mediate a dispute between the parties in matter no [INSERT]

This letter is written as:

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

Fee Disclosure

My fees under this retainer, and for any further work, until further notice, will be calculated on the following basis:

- For a full day mediation, my fees will be calculated at the rate of \$6,000 plus GST. A full day fee will be incurred if the mediation is scheduled from 9:00am-5:00pm. This fee includes a two hour (2) allowance for any preparation or other requirements prior to, during, or after the mediation.
- I reserve the right to charge for any additional preparation requirements, or time engaged in mediations that run longer than scheduled, at the rate of \$600 per hour plus GST.
- Your obligation to pay my fees (and any expense incurred for the mediation) is limited to your proportionate share as set out in the mediation agreement.

IMPORTANT NOTICE ABOUT LIABILITY

Liability limited by a scheme approved under professional standards legislation.

- Cancellation or adjournment of the mediation within fourteen (14) days of the date appointed for the mediation will not negate the obligation to pay a fee for the mediation, which is payable by the parties irrespective of fault, and in accordance with the terms of the mediation agreement but otherwise subject to any further agreement which may be entered into with the parties.

These rates will remain in place for the duration of this retainer or until 31 December of this year, whichever is shorter. I reserve the right to review these rates in respect of any further work on this matter each subsequent year as at 1 January and will notify you of any increase in those rates which will be applied after that notification unless my retainer is terminated in the meantime.

There is no applicable scale which restricts or constrains the fees I can charge. In addition to the fees payable under this retainer you also agree to be responsible for any expense incurred by me in hiring a mediation venue.

Invoicing and Payment

I will invoice you and you will pay my fees for work done calculated on a time basis by reference to the above rates.

I will provide a bill on completion of each portion of the retainer agreement.

My fees are payable within 30 days of the event referred to above.

I reserve my right to claim statutory interest pursuant to s 321(1) of the *Legal Profession Act*.

Standards, Immunity and Scheme Limitation

I am bound by the ethical and cognate standards set forth in the *Legal Profession Act 2007* and *Legal Profession (Barristers Rules) 2011* (Qld).

My immunity under common law from suit relating to work done in court, or work done out of court affecting the conduct of this matter, will apply to the retainer agreement.

Further:

- As a “Class A Ordinary” member of the Bar Association of Queensland, my professional liability is limited by a scheme approved under the *Professional Standards Act 2004* (Qld).
- In this regard, see the statement to that effect at the base of the first page of this letter, and see also the Professional Standards Council website at <http://www.psc.gov.au/psc/schemesii/baq.html> for further information.
- Note there are exceptions to the scheme’s operation specified in s 6 of the *Professional Standards Act*. These include the circumstance of me “acting for a client in a personal injury claim”.

Costs Agreement

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This letter is also an offer by me to you to enter into a costs agreement relating to my proposed retainer in this matter. Upon acceptance of my offer the above terms will comprise the terms of this agreement.

Acceptance of Offer

You may accept this offer to enter into this retainer:

- Expressly, either orally or (preferably) in writing;
- By your conduct in not writing to me immediately in response notifying me that you do not accept these terms, and me in turn embarking upon the work required to be undertaken under the mediation agreement.

If you are dissatisfied in any respect with my offer contained above in this letter, please contact me in writing forthwith.

Please do not hesitate to contact me if you have any questions about this letter.

With Compliments,

D.B. FRASER Q.C.

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