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17 February 2026

..... Lawyers

Attention:

Email:@.....;

.....Lawyers

Attention:

Email:@.....

COSTS AGREEMENT – MEDIATION

Dear Colleagues,

Re: Claimant/Plaintiff -v- Respondent/Defendant – Claim for Damages

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(or on a time and date to be agreed between the parties and the Mediator).

The **Agreement to Mediate is attached – I require this to be signed by the parties' representatives prior to commencing the mediation.** I ask that the Plaintiff's/Claimant's solicitor sign such document and then provide the signed version to the solicitor for the Defendant/Respondent for signing and then the solicitor for the Defendant/Respondent sign and email the executed agreement to me. Failing that it is to be executed on the day of the

mediation.

Please provide me with an email as soon as possible with details of all parties who will be attending the mediation and their respective representatives.

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 – please see paragraphs 14 to 17 inclusive of the Mediation Agreement. If there is any dispute concerning which party is to provide material, or what material is to be provided, please contact me. **Further information about briefing can be found at www.brisbanebar.com.au.**

Fees

SHORT MEDIATION – up to 3.5 hours of mediation - assuming 1 lever arch volume of material (or equivalent e-brief up to 400 pages) - \$3,500 plus GST (If a longer mediation or further material, then add \$450 per hour plus GST for extra reading/mediating time – if matter becomes a long mediation see below);

LONG MEDIATION – 6-7 hour mediation - assuming 1 to 2 volumes of material (or equivalent e-brief up to about 850 pages) - \$5,000 plus GST (If a longer mediation or further material, then add \$450 per hour plus GST for extra reading/mediating time).

My preference is to have the parties inducted to the mediation, if possible, prior to the date of the mediation - I offer such opportunity, by way of video conference or failing that teleconference to all parties. It is an opportunity for the parties to meet me, for me to explain the mediation process, and for the parties to raise any particular issues, requirements or concerns that they have in respect of the mediation. Such induction is to be considered a part of the mediation. Please let me know if you want me to undertake an induction with your client before the date of the mediation and how you propose to arrange that (videoconference call or telephone). I will require the Agreement to Mediate to be signed by the party seeking the pre-mediation induction, before I undertake such induction. For any such induction I will require the party's solicitor to be present (ie via video call or phone call) or in person if the induction is undertaken at the mediation.

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 on Level 13, Quay Central, 95 North Quay, Brisbane. 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. It would be helpful if the issue of the payment of my fees forms part of the discussions to take place at the mediation. If the action resolves then it would be likely that 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 as to their respective contribution.

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 Professional Standards Council Website at:

<http://www.psc.gov.au/psc/schemesii/baq.html> 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'.

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.

With Compliments,

Andrew Kitchin
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