

FACILITATION AGREEMENT

Dated this day of

BETWEEN

Parties

- 1.
- 2.
- 3.
- 4.
- 5.
6. **SAM MALING** of Christchurch (“the Facilitator”)

APPOINTMENT OF THE FACILITATOR

1. The parties agree to appoint Sam Maling of Christchurch Barrister as Facilitator to assist them to resolve matters of difference between them in relation to

ROLE OF THE FACILITATOR

1. The Facilitator will be neutral and impartial.
2. The Facilitator will not:
 - give legal or other professional advice to any party;
 - impose an outcome; or
 - make any decision for any of the parties
2. The Facilitator will determine the process for the facilitation in consultation with the parties

CO-OPERATION OF THE PARTIES

3. Each party agrees to take part in the facilitation in good faith.
4. Each party will comply with the Facilitator's reasonable requests and directions in relation to the conduct of the facilitation.

WITHOUT PREJUDICE FACILITATION

5. The parties agree that the facilitation will be on a without prejudice basis, except where they agree otherwise.
6. Any agreement arising from the facilitation will be enforceable according to its terms.

AUTHORITY OF REPRESENTATIVES

7. Each party warrants that they have the authority to make a binding agreement if terms can be settled

CONFIDENTIALITY OF THE FACILITATION

8. The parties and the Facilitator, may not disclose to any person not present at the facilitation any information or document obtained by or given to them during the facilitation unless:

- (a) required to do so by law; or
- (b) required for the purpose of taking professional advice.

If a party discloses any information or document pursuant to this clause, the professional adviser or person to whom the disclosure is made must be informed that the information or document is confidential.

INDEMNITY AND EXCLUSION OF LIABILITY

9. The parties agree that the Facilitator will not be liable to any of them for any act or omission in the performance of the Facilitator's duties and obligations under this agreement. The parties together and separately, indemnify the Facilitator against any claim based on any such act or omission, unless the act or omission is fraudulent.

THE COST OF THE FACILITATION AND THE FACILITATOR'S FEES

10. The facilitators fees are based on \$375+gst per hour for preliminary or ancillary work and \$1500 + gst per half day or part thereof for the facilitation. Attendances beyond 8 hours on any day attract fees at the hourly rate. The parties shall pay an initial non-refundable retainer of \$1500 + gst to the Facilitator on engagement which will be applied towards any fees incurred in the Facilitation.
11. All fees including disbursements and venue expenses are payable within 14 days of the date of invoice. Fees outstanding more than 30 days from the date of invoice attract interest at 2% per month.
12. The parties accept joint and several responsibility for payment of the Facilitators fees. Should a party default the Facilitator may recover any outstanding fees from the other party or parties.

SIGNED

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Signature:

SIGNED by the Facilitator
SAM MALING

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Signature:

**CONFIDENTIALITY AGREEMENT TO BE SIGNED BY NON-PARTIES ATTENDING THE
FACILITATION (INCLUDING COUNSEL)**

- 1. Xx
- 2. Xx
- 3. Xx
- 4. Xx
- 5. Xx

As a condition of my being present or participating in this facilitation, I agree that I will, unless required by law, keep confidential any information that comes to my knowledge during the facilitation or in relation to it.

This agreement does not prevent me from disclosing such information within my own organisation or the organisation on whose behalf or at whose request I am present at the facilitation, including the advisers and insurers of that organisation, provided always that:

- (a) any such disclosure is necessary for the due performance of my role or functions related to the matters at issue in the facilitation;
- (b) any such disclosure is made on a confidential basis.

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature:

Name:

Signature: