

+61 7 32291999



A0065

MEDIATION AGREEMENT**RE: REDACTED & ORS v BRISBANE BOYS GRAMMAR**

The parties agree:

1. To hold a mediation of all the matters in which Shine Roche McGowan act for Plaintiffs against Brisbane Boys Grammar. A list of the Plaintiffs whose actions are to be mediated is attached.
2. Ian Hanger QC be appointed as mediator for the process.
3. The Defendant pay the mediator's costs of and incidental to the mediation process, reaching an agreement in respect of those fees within seven days of the date of the signing of this Agreement.
4. The Defendant will, by open correspondence, treat each of the Statements of Claim in each of the matters listed in the attachment, as served.
5. There is no necessity to file Defences in any of the actions.
6. Within 28 days of the date of signing this Agreement, the Plaintiffs will provide signed Statements of Loss and Damage to the Defendant in each action.
7. The Plaintiff will provide, upon payment of appropriate photocopying fees, copies of all documents listed in the Statements of Loss and Damage.
8. After provision of the Statements of Loss and Damage, the Defendant will provide a list:-
 - 8.1. setting out each of the matters in which they require no further material, prior to the mediation;



CCW.070.0442

- 8.2. setting out which of the matters in which they require further reasonable material, specifying that material, and requesting the solicitors for the Plaintiff to obtain it.
9. As soon as possible after receiving the notice set out in paragraph 8.2, the solicitors for the Plaintiff will provide the reasonable material sought by the Defendant.
10. If at the conclusion of the step set out in paragraph 9 all documents sought have not been provided to the parties, the parties agree, solely for the purpose of the closure of the pleadings, that the Defendant will enter a Defence to the Statement of Claim and thereafter issue the necessary Writs of Non-Party Discovery.
11. Each Plaintiff attend the mediation of their own claims, save and except:-
- 11.1. where an agreement is reached between the parties that it is unnecessary for them to do so;
- 11.2. where that Plaintiff's attendance cannot reasonably be secured.
12. The parties agree to a media ban up to and including the conclusion of the mediations of all the claims.
13. The parties will sign a confidentiality clause in respect of each settlement pertaining to the terms and performance of the settlement.
14. All psychiatric examinations will be concluded by 30 June 2002.
15. The letter of instruction to the psychiatrist will be sent as a joint letter of instruction by the solicitors for the Plaintiff in terms agreed upon between the Plaintiff and the Defendant.
16. Each party reserve the right to:-



+61 7 32291999

4

23. The Defendant's representatives thereafter follow with their submissions in reply.
24. Day one of the mediation process be set aside to accommodate these respective party's submissions.
25. The balance of the three week period, following discharge of the matters referred to in paragraphs 23, 24 and 25 hereof be allocated to the mediation of the damages of each of the claims in the order that they appear in the Plaintiffs' list.
26. In the event any claim is not settled, the costs of each party of the mediation, excluding the mediators fees for which the defendant has agreed to be responsible for in any event, be costs in the cause in the claim proceeding, .



CCW.070.0445