

Senate Standing Committee on Environment and Communications
Answers to Senate Estimates Questions on Notice
Budget Estimates Hearings May 2015
Communications Portfolio
Australia Post

Question No: 88

Program No. Australia Post

Hansard Ref: Written, 10/6/2015

Topic: Franchisee resolution

Senator Ruston, Anne asked:

- 1-2. Do the Franchisees have access to the engagement agreement between their lawyer Bryan Belling and Australia Post for the purposes of the mediation between Australia Post and these franchisees? And if not, please explain why.

Australia Post is paying Bryan Belling to act for the franchisees against Australia Post. Please explain why this is not a conflict of interest for Mr Belling?

- 3-4. If the model litigant rules apply to Australia Post, what training is provided to its internal and external lawyers about the model litigant rules?

What mechanism is in place at Australia Post to ensure the model litigant rules are complied with (if the model litigant rules are applicable).

Answer:

1-2.

- There is no engagement agreement between Mr Belling / K&L Gates and Australia Post.
- The engagement is between Mr Belling / K&L Gates and each of the franchisees participating in the mediation process. We assume that Mr Belling / K&L Gates will have properly documented the terms of that engagement.
- There is a Mediation Agreement in place between Australia Post, the mediator (Mr Kimber), and each of the franchisees participating in the process. We assume that Mr Belling / K&L Gates has provided each of the franchisees that has signed the Mediation Agreement with a copy.
- The Mediation Agreement is confidential between the parties (as is the mediation process).
- Australia Post has agreed to pay the legal costs of the franchisees incurred with Mr Belling / K&L Gates (up to an agreed amount), as well as the mediator's costs.
- We do not consider there is any conflict of interest in Mr Belling / K&L Gates and the mediator being paid by Australia Post. Ultimately, however, it is a matter for Mr Belling / K&L Gates to ensure that they meet their professional duties to act in the interests of their clients – the relevant franchisees.

- 3-4. The model litigant rules do not apply to Australia Post.