

CALDERBANK LETTER

Sender: _____

Recipient: _____

Re: Calderbank Offer

This letter is written without prejudice and on a Calderbank basis. The purpose of this letter is to record an offer made by the sender which may be relied upon by the recipient in any subsequent legal proceedings. This offer is made without admission of liability and in full and final settlement of all claims between the parties arising out of or in connection with the dispute referenced herein.

Details of the Offer:

1. The sender offers to resolve all claims and disputes between the parties for the sum of \$_____ (AUD) payable on the following terms: a) Payment to be made by _____; b) Payment to be made within _____ days of acceptance of this offer; c) Upon receipt of payment, all parties shall release each other from further claims in relation to the matters set out herein.

Conditions and Representations:

2. This offer is made without admission of liability by the sender. 3. The recipient acknowledges that this letter and offer may be presented to and relied upon by a court or tribunal in any dispute resolution proceedings. 4. This offer remains open for acceptance until _____. 5. Acceptance of this offer must be made in writing and communicated to the sender. 6. This letter is governed by the laws of Australia.

Effect of Acceptance:

7. If the recipient accepts this offer, it will be binding on the parties as a full and final settlement of all claims raised or which could have been raised relating to the dispute. 8. This letter and any acceptance shall be admissible in evidence for the purpose of any proceedings, including as evidence of settlement and to the extent permitted, for costs orders. 9. If not accepted, this offer may be disclosed to the court or tribunal for the purpose of costs or other orders.

Miscellaneous:

10. Each party warrants that it has the authority to enter into this settlement and fully understands the terms and consequences of this letter. 11. This letter constitutes the entire agreement between the parties relating to the subject matter herein and supersedes any prior communications or agreements. 12. Any amendments or variations to this letter must be in writing and signed by both parties. 13. The recipient is encouraged to seek independent legal advice before accepting this offer.

SENDER'S SIGNATURE

RECIPIENT'S SIGNATURE

Signature: _____

Signature: _____

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