

DEED OF RELEASE**DATE:** 26/04/07**PARTIES:**

CK

("the Claimant")

THE RIGHT REVEREND KEITH FRANCIS SLATER Anglican Church Diocese of
Grafton 50 Victoria Street Grafton in the State of New South Wales

(the Bishop of Grafton)

THE CORPORATE TRUSTEES OF THE DIOCESE OF GRAFTON

MEMBERS of the **COMMITTEE** from time to time of the **UNINCORPORATED**

ASSOCIATION KNOWN AS "NORTH COAST CHILDREN'S HOME" ("the
Committee")

STAFF EMPLOYED by **NORTH COAST CHILDREN'S HOME** and **VOLUNTEERS**
providing service to **NORTH COAST CHILDREN'S HOME** and Staff or Clergy
providing pastoral ministry but not including any persons alleged to have been
engaged in the Events hereinafter referred to)

(hereinafter called "the Releasees")

RECITALS:

- (A) The Claimant was a resident of North Coast Children's Home ("the Children's Home") during the Relevant Time.
- (B) The Claimant alleges that on various occasions during the Relevant Time whilst a resident of the Children's Home and a child various members of the Staff of the said Children's Home or Clergy engaged in conduct (the "Events") towards the Claimant which, if proved, would constitute child abuse and/or sexual misconduct and/or indecent assault and/or sexual assault.

- (C) The Claimant further alleges that the Releasees would be vicariously liable for alleged child abuse, sexual misconduct, indecent assault and sexual assault proved to be perpetrated by the abovementioned members of Staff or Clergy ("the claims").
- (D) The Releasees have at all times denied that they or either one of them was responsible for the management of the Children's Home or for the actions of members of Staff or Clergy at such Children's Home.
- (E) At the date of this Deed the Releasor is aged over 21 years and as a result of the alleged Events claims to have suffered loss and damage and seeks
- (a) non financial compensation and
 - (b) financial compensation for injury only.
- (F) The Releasees contend that they are under no liability for the loss and damage alleged as in their opinion
- (a) The Claimant is barred by Statute from prosecuting any claim relating to the alleged actions of former members of Staff at the Children's Home during the Relevant Time.
 - (b) That even if not barred by Statute that they in their respective capacities cannot be liable for the actions, the subject of these claims.
- (G) Without admissions the parties have agreed to settle the claims and all further and future claims made or alleged by the Claimant on the Terms set out in this Deed which include a payment by the Releasee to the Claimant of

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:-

"**Releasees**" means the parties hereinbefore referred to as Releasees including Bishop of Grafton and The Corporate Trustees of the Diocese of Grafton jointly and severally.

"**Relevant Time**" means between the years 1943 and 1981.

2. PAYMENT AND BENEFITS

- 2.1 In consideration for the release provided for in this Deed, the Releasees will pay to the Releasor the sum of _____ (the receipt of which is hereby acknowledged).

3. RELEASE

- 3.1 In consideration for the payments made and benefits referred to in Clauses 2, 3 and 4, the Claimant unconditionally and irrevocably releases and discharges the Releasees and each of its and their officers, employees or agents from the Claims and all claims and liabilities of any nature (including, without limitation, any costs, whether or not the subject of a court order) which the Claimant may at any time have or incur against the Releasees and any of its or their officers, employees or agents in connection with or arising out of the Claims save and except any persons alleged to have been engaged in the Events.

- 3.2 The Claimant acknowledges that persons who are not parties to this Deed but who are being released and discharged by the Claimant in accordance with Clause 3.1 shall be entitled to rely upon this Deed as being a complete bar to any claims, proceedings, actions, suits or demands made or brought by the Claimant in contravention of Clause 3.1 save and except any persons alleged to have been engaged in the Events.

4. CONFIDENTIALITY

- 4.1 Other than disclosing information to their professional or financial advisers, or for the purpose of enforcing this Deed, the parties agree that none will, unless compelled to do so by law, at any time hereafter, either on their own behalf or through any agent, adviser, or intermediary, divulge to any person or body the terms of the amount of the settlement of the Claims provided for in this Deed.

- 4.2 Nothing in this Clause 4 is intended to prevent the Claimant from telling his or her story.

5. WARRANTY

The Claimant represents and warrants that:-

- (a) they have taken independent legal advice or have been given the opportunity to take legal advice as to the nature, effect and extent of this Deed;
- (b) the Releasees, its officers, employees or agents, have not made any promise, representation or inducement or been party to any conduct material to the entry into of this Deed other than as set out in this Deed; and

- (c) they are aware that the Releasees, its officers, employees and agents, are relying upon the warranty in this clause in executing this Deed.

6. BAR TO FURTHER PROCEEDINGS

This Deed of Release may be pleaded as a full and complete defence by any party or any person entitled to the benefit of this Deed to any actions, suits, or proceedings commenced, continued or taken by another party or on its behalf in connection with any of the matters referred to in this Deed.

7. COSTS

The parties agree that each party shall bear its own costs of and associated with this Deed.

8. NO DISPARAGEMENT

8.1 The Releasees agree not to unfairly injure or disparage the reputation of the Claimant.

8.2 The Claimant agree not to unfairly injure or disparage the reputation of the Releasees or any of its officers, employees or agents or the Anglican Church of Australia.

9. ENTIRE AGREEMENT

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct made by or existing between the parties with respect to its subject matter.

10. ASSIGNMENT

The rights and obligations of each party under this Deed are personal. They cannot be assigned, charged or otherwise dealt with. No party shall attempt or purport to do so, without the prior written consent of all the parties.

11. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

12. SEVERANCE

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction, to the extent of the prohibition or unenforceability of that provision in any other jurisdiction.

13. COUNTERPARTS

This Deed may be executed in multiple counterparts, each of which shall have the effect of an original. This Deed is binding on the parties only upon execution of a counterpart by each of the parties.

14. GOVERNING LAW

This Deed is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

18. APOLOGY

The Claimant acknowledges that they have been offered an apology from the Anglican Diocese of Grafton and other support including counselling, pastoral care and assistance and that they have taken these up to the extent they wish.

19. The Claimant acknowledges that they are wholly responsible for repayment of any moneys due to Health Insurance Commission for Medical or Nursing Home/residential care benefits.

EXECUTED as a Deed:

CK

SIGNED by CK

In the presence of:

REDACTED

Witness REDACTED

SIGNED on behalf of THE RELEASEES

+ Health Insurance Commission

[Handwritten Signature]

Witness