

ANDERSSEN COMPANY

s o l i c i t o r s

A S
Established 1955
ABN 67 934 699 793

Anderssen house
105 Alfred Street
Fortitude Valley
Brisbane Q 4006 Australia

PO Box 163 Fortitude Valley Q 4006

Telephone: (07) 3252 7772
Facsimile: (07) 3252 3563
Email: anderssens@powerup.com.au

EMAIL TRANSMISSION

DATE:	24 April 2002
TO:	Archbishop Phillip Aspinall
EMAIL ADDRESS:	PAspinall@anglicanbrisbane.org.au
CC:	Bernard Yorke – BYorke@anglicanbrisbane.org.au Gilbert Case – gcase@aso.qld.edu.au
RE:	Confidentiality Clauses
SENDER:	Bill Anderssen
OUR REFERENCE:	WGSA:AGR

This email message (including any file attachments transmitted with it) is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorised review, use, alteration, disclosure or distribution is prohibited. If you have received this email in error, please notify the sender by return email and destroy all copies of the original message. Any confidentiality or legal professional privilege is not waived or lost by any mistaken delivery of the email.

Dear Phillip

I have received a copy of Robert Cunningham's Memorandum to the General Manager in connection with Confidentiality Clauses in settlement deeds. I think a number of issues arise because there will be different types of settlement deed. The issues may well be different in each case.

I am sure that the principle is right, namely that the Church's dealings need to be as transparent as possible. Confidentiality will arise particularly where:

- (a) there are issues of privacy and individual sensitivity which need to be guarded;
- (b) where the Church's future negotiating ability is at risk if an amount of money it has paid is disclosed (I think in this case there will be a "balancing of needs" because the issue of the Church's exposure is to be balanced against its obligation of accountability and transparency);

There will be some cases however, where the person with whom the Church is negotiating requires that the Church agree to confidentiality. In some cases, particularly where the person with whom the Church is negotiating has been guilty of some misconduct, the Church may not only be under an obligation not to agree to confidentiality but may have a public duty to expose the wrong doing.

I believe therefore that the general rule ought to be that the Church should not insert confidentiality provisions in any settlement deed unless there are special circumstances which warrant it. In each such case the circumstances need to be weighed against the Church's obligation to be transparent and open. The Archbishop certainly needs to be personally involved in any decision to insert a confidentiality provision. Each case must be examined in its merits.

With best wishes,

Yours sincerely

BILL ANDERSSSEN