

Deed of Release

Between

[REDACTED]

Of the First Part

And

HIS EMINENCE GEORGE CARDINAL PELL,
ARCHBISHOP OF SYDNEY

Of the Second Part

And

THE TRUSTEES OF THE ROMAN CATHOLIC
CHURCH FOR THE ARCHDIOCESE OF SYDNEY

Of the Third Part

FILE COPY

[REDACTED]

DEED

DATE:

PARTIES

Between

[REDACTED]

(Releasor).

And

HIS EMINENCE GEORGE CARDINAL PELL, ARCHBISHOP OF SYDNEY

273 Pitt Street, Sydney in the State of New South Wales of the second part **(First Releasee)**

And

THE TRUSTEES OF THE ROMAN CATHOLIC CHURCH FOR THE ARCHDIOCESE OF SYDNEY, a body corporate under the Roman Catholic Trust Property Act, 1936 (NSW) of 273 Pitt Street, Sydney, New South Wales of the third part

(Second Releasee)

- A. The Releasor has alleged that [REDACTED]
- B. [REDACTED]
- C. [REDACTED]
- D.
 - (i) The Releasor has alleged that the Releasees are liable to him in respect of the claims;
 - (ii) The Releasees recognise their pastoral obligations towards the Releasor but do not admit they are legally liable for the loss and damage claimed;
 - (iii) However, in order to avoid the cost expense and inconvenience of litigation or further dispute the Releasees have agreed with the Releasor to settle the claim in the terms set out in this release.

E The Releasees have agreed to pay a lump sum of [REDACTED] Dollars (\$ [REDACTED] inclusive of costs ("the agreed sum"), such payment being made by virtue of the fact that [REDACTED]

IT IS THEREFORE AGREED THAT:

1. The Releasees shall pay to the Releasor the sum of [REDACTED] Dollars (\$ [REDACTED] inclusive of legal costs to the Releasor within Fourteen (14) days of this Deed being executed;
2. The Releasor for herself, her Executors, Administrators, Heirs and assigns forever hereby releases and discharges the Releasees both jointly and severally and [REDACTED] from all actions, suits, claims and demands of every description past present or future relating to or arising from the claim or any of the matters set out in this release which she now has or which she might have had but for the execution of this release.
3. If legal proceedings have commenced the Releasor will take all necessary steps to discontinue the litigation which she has instituted against the Releasees, on the basis that all of the parties to that litigation will bear their own costs.
4. (1) The Releasor acknowledges that the payment of the sum referred to in (1) above is subject to the provisions of the Health and Other Services (Compensation) Act 1995 (HIC) and that she has been informed of a possible liability to pay amounts under the Act or under the Health and Other Services (Care Charges Act) 1995.
(2) The Releasee is authorised by the Releasor to deduct from the sum referred to in (1) above and to pay to the Health Insurance Commission pursuant to the *Health & Other Services Compensation Act, 1995* any amount that may be payable or refundable to that entity under the said Act.
5. In the event a person or body seeks to recover all or a proportion of the sum referred to in (1) above from the Releasees for the repayment of social services or victim's compensation awarded to the Releasor, the Releasor agrees to indemnify them in respect of the repayment and the Releasor further authorises the Releasees to reimburse to Centrelink any Social Service payments in respect of which the Releasor has received any demand or notice for payment pursuant to any Social Services legislation of the Commonwealth of Australia.
6. The Releasees may plead this Deed in bar to any claim or proceeding by the Releasor or any person claiming on her behalf in respect of the claim or any matter related thereto.
7. The law of [REDACTED] governs this Deed and each of the parties irrevocably submits to the jurisdiction of the Courts of [REDACTED]

8. The Releasor acknowledges that the payment made hereunder by the Releasees is partly made by virtue of the fact that [REDACTED] alleged by the Releasor to have caused her loss and damage, the subject of the claim, was [REDACTED] of the Second Releasee at all relevant times.
9. The Releasor acknowledges that by accepting the agreed sum and executing this Deed she is not entitled to make any further approach to the Releasees for financial assistance, including assistance with respect to any specialist medical advice or for damages or otherwise.
10. The Releasor covenants and agrees that she will take no action against the Releasees or [REDACTED] or any servant or agent of the Releasees or any of them in respect of the claim.
- ~~11. In the event that any provision of this Deed, or any part thereof, is held to be void or invalid, such provision or part thereof shall be severed from the whole and the balance of the Deed or the provision (as the case may be) shall remain in full force and effect.~~
11. It is the intention of the parties that this Deed is binding on all parties.
12. This Deed sets forth the entire agreement between the parties hereto and supersedes any and all prior agreements or understandings between the parties hereto pertaining to the claim and the proceedings
13. The releasor confirms and acknowledges that prior to executing this deed, the releasor has obtained her own independent legal advice.
14. The releasor hereby acknowledges and confirms her Solicitors have authority to receive payment on her behalf of the agreed sum and the Solicitors' receipt should be a full and sufficient discharge of the obligation to pay here.
15. It is the intention of the parties that this Deed shall be binding on all parties and the benefit of this Deed should extend to all persons referred to throughout the Deed even though they are not parties to the Deed or they have not signed the Deed and the fact they are not a party or have not signed the Deed shall prejudice or affect their right to rely on the Deed.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by
[redacted] in the presence of:

[redacted signature]

[redacted signature]
Witness [redacted]

SIGNED SEALED & DELIVERED by
His Eminence George
Cardinal Pell, Archbishop
Of Sydney in the presence of:

[redacted signature]

[redacted signature]
Witness [redacted]

THE COMMON SEAL of The Trustees
of the Roman Catholic Church for the
Archdiocese of Sydney was hereunto
affixed in pursuance of a Resolution passed
at a Meeting of the said Body Corporate
in the presence of the Archbishop, and of
two other Members thereof all of whose
Signatures are hereto affixed

[redacted signature]
[redacted signature]
[redacted signature]

[redacted signature]
(Signature of Witness)
[redacted name]
(Name of Witness - Please print)