

DATED

**BETWEEN**

**COMPLAINANT**

Of the First Part

**AND**

**THE TRUSTEES OF THE CHURCH AUTHORITY**

Of the Second Part

**AND**

**(PROVINCIAL.....)**

**OF THE THIRD PART**

**DEED OF RELEASE**

**THIS DEED** made the \_\_\_\_\_ day of \_\_\_\_\_ 2004

**BETWEEN: COMPLAINANT**

of ..... in the State of New South Wales (hereinafter called "the Releasor") of the First Part

**AND: THE TRUSTEES OF THE CHURCH AUTHORITY**

a body corporate under the Roman Catholic Church Communities Lands Act 1942 (NSW) of ..... in the State of New South Wales (hereinafter called "the Body Corporate") of the Second Part

**AND:** .....in his capacity as Provincial of the Church Authority, an unincorporated association of ..... in the State of New South Wales (hereinafter called "the Institute") of the Third Part

**BACKGROUND**

1. The Releasor has alleged that between ..... and ..... whilst the Releasor was at ..... ("the school"), the Releasor was unlawfully assaulted by ..... ("the accused") and he further alleges that as a result of such unlawful acts, he sustained loss damage and injuries and he may require specialist counselling and therapy, all of which allegations as aforesaid are referred to as "the claims". The particulars of the claims are more fully set forth in the three Statements of Complaint dated .....
2. The accused were at all material times members of the Institute.
3. At all material times the School was run by the Body Corporate and/or the Institute.
4. The Releasor has alleged that the Body Corporate, the Institute and the accused are liable to him in respect of the claims.
5. The Institute and the Body Corporate do not admit any wrongdoings committed by them as alleged or at all.
6. The Body Corporate on an ex-gratia basis and without any admission of liability on the part of any party has agreed to pay a lump sum of ..... inclusive of costs

and disbursements and inclusive of prepayment (hereinafter referred to as "the agreed sum") to the Releasor, such payment being made by virtue of the fact that the accused were members of the Institute at all relevant times.

7. The Releasor has agreed to accept the sum of ..... inclusive of costs and disbursements and inclusive of prepayment in full satisfaction and discharge of any claim he may have against the Body Corporate or the Institute or the accused or any servant or agent of the Institute or any of them arising out of the claims.
8. It is a condition of the Settlement that the terms of the settlement are confidential to the parties and are not to be disclosed.

### **OPERATIVE PART**

1. In consideration of these presents and of the covenants and agreement herein contained:-
  - (a) The Body Corporate without any admission of liability agrees to pay to the Releasor the agreed sum within 28 days.
  - (b) In respect of any part of the agreed sum that is required by the Health & Other Services (Compensation) Act 1985 to be withheld pending receipt of either notice in writing of any amount to be repaid to the Health Insurance Commission pursuant to that Act or notification from the Health Insurance Commission that no repayment is required, such part of the agreed sum subject to any repayment as aforesaid shall be paid within 21 days receipt of the appropriate notice.
2. The Releasor for himself, his executors, administrators, heirs and assigns hereby releases and discharges the Body Corporate and the Institute and the accused and any servant or agent of the Institute and any of them from all actions, suits, claims and demands of every description which he now has or which but for this Deed he might have or has had or which could thereafter be asserted, made or brought by him or on his behalf or through him either at law or at equity, or under the provisions of any Statute arising out of all or any of the acts, facts and circumstances constituted by the claims.
3. The Releasor acknowledges that he has received two payments of ..... each (total ..... ) by way of prepayment of the aforesaid agreed sums and that the

balance of the agreed sum of ..... will be paid to him after execution of this Deed and in accordance with the terms of this Deed.

4. It is a condition of this settlement that the terms of the settlement shall remain confidential between the parties and are not to be disclosed.
5. This Deed is governed by the law of New South Wales and each of the parties irrevocably submits to the jurisdiction of the Courts of New South Wales.
6. The Releasor acknowledges that the payment made hereunder by the Body Corporate is partly made by virtue of the fact that the persons alleged by the Releasor to have caused him the loss and damage, the subject of the claims, were members of the Institute at all relevant times.
7. The Releasor acknowledges that by accepting the agreed sum and executing this Deed he is not entitled to make any further approach to the Body Corporate or the Institute for financial assistance, including assistance with respect to any specialist medical advice or for damages or otherwise.
8. The Releasor covenants and agrees that he will take no action against the Body Corporate or the Institute or the accused or any servant or agent of the Institute or any of them in respect of the claims.
9. 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.
10. For the purposes of this Deed:-
  - the "Institute" means and includes each and every past, present and future member of the Institute;
  - the "Releasor" means and includes any trustee, guardian or personal representative of the Releasor.
11. This Deed sets forth the entire agreement between the parties hereto and supersedes any or all prior agreements or understandings between the parties hereto pertaining to the claims.
12. It is the intention of the parties that this Deed shall be binding on all parties and the benefit of this Deed shall 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 that they are not a party or have not signed the Deed shall not prejudice or effect their rights to rely on the Deed.

**EXECUTED AS A DEED**

**SIGNED SEALED AND DELIVERED**

by the said

**COMPLAINANT**

in the presence of:

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**THE COMMON SEAL** of the Body Corporate  
called **THE TRUSTEES OF THE CHURCH**  
**AUTHORITY**

was hereunto affixed in pursuant of a  
Resolution passed at a Meeting of the  
said Body Corporate in the presence of  
the Provincial a Member of the Body  
Corporate and of two other Members of  
the said Body Corporate all of whose  
signatures are hereto affixed:-

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**SIGNED SEALED AND DELIVERED**

by the said

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in the presence of:

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