

**THE BOARD OF TRUSTEES OF BRISBANE GRAMMAR
SCHOOL**

AND

REDACTED

SETTLEMENT AGREEMENT

Dated the day of September 2008.

BETWEEN THE BOARD OF TRUSTEES OF BRISBANE GRAMMAR SCHOOL
(“the Trustees”)

AND REDACTED
(“the Plaintiff”)

RECITALS

- A.** The Plaintiff was a student at Brisbane Grammar School (“the School”).
- B.** The Plaintiff was abused at the School as a result of which the Plaintiff has issued Supreme Court proceedings **REDACTED** against the Trustees (“the Proceedings”).
- C.** The Plaintiff has agreed to settle the Proceedings and to give the release and indemnity referred to below on the terms set out in this Agreement.

IT IS AGREED THAT

1. Payments

- 1.1** The Trustees will pay to the Plaintiff the sum of \$50,000.00 including interest, costs and statutory refunds.
- 1.2** The payment referred to in paragraph 1.1 will be made to the trust account of the Plaintiff’s solicitor, Frank Carroll, within 30 days of return of this agreement executed by the plaintiff to Corrs Chambers Westgarth, subject to the receipt by the Trustees solicitors of all relevant statutory clearances.

2 Apology and Meeting

- 2.1** The Trustees and the School unreservedly apologise to the Plaintiff for the abuse suffered by the Plaintiff during his attendance at the School.
- 2.2** The Chairman of the Board of Trustees of Brisbane Grammar School, Howard Stack, and the Headmaster, Brian Short, will meet with the Plaintiff at a time and place to be mutually agreed.

3 Discontinuance of Proceedings

- 3.1** Within seven (7) days of the payment referred to in paragraph 1 the Plaintiff will discontinue the Proceedings.

4 Release and Indemnity

- 4.1** Upon the payment as referred to in paragraph 1 the Plaintiff releases, indemnifies and forever discharges the Trustees (including past, present and future Trustees), the School, its past, current and future employees and agents from all claims, actions, causes of action and demands of any nature whatsoever which the Plaintiff has now or may have at any time in the future arising out of his attendance at the School.

5 Bar to Actions

- 5.1 This Agreement may be pleaded as a bar to any claims, actions, causes of action, demands or legal proceedings instituted by any party in respect of any matter whatsoever referred to in this Agreement except for any proceedings instituted for breach of this Agreement.

6 Confidentiality

- 6.1 The parties agree that the terms and performance of this Agreement are to remain confidential between the parties and their legal/accounting advisors, save that:
- (a) the parties may make disclosure if required by law;
 - (b) the Plaintiff may disclose the terms of this Agreement to his immediate family; and
 - (c) the Trustees may disclose the terms of this Agreement to its insurers and insurance brokers or for the purpose of obtaining funding to enable them to perform their obligations under this Agreement.

7 Independent Advice

- 7.1 The Plaintiff warrants that in entering into this Agreement he has had the opportunity to obtain independent advice as to the terms of this Agreement and has read, understood and agreed to the terms of this Agreement.
- 7.2 The parties also acknowledge they are aware that they or their legal advisors, agents or servants may discover facts different from or in addition to the facts that they now know or believe to be true with respect to the subject matter of this Agreement and that it is their intention to fully, finally and absolutely settle according to the provisions of this Agreement all claims, liabilities, disputes and differences as provided by this Agreement.

8 Entire Agreement

- 8.1 This Agreement contains the entire agreement of the parties with respect to its subject matter.

9 Law of Queensland

- 9.1 This Agreement is governed by and construed in accordance with the Laws of Queensland.

10 Counter-Parts

- 10.1 This Agreement may be signed or executed in a number of counter-parts as if the signatures to or execution of each counter-part were on the same instrument.

EXECUTED by the Plaintiff)
)
in the presence of:)

REDACTED

20080921

A. Truell
.....
Witness

[Signature]
Plaintiff

ANDREA MUELLER
.....
Name of Witness (print)

EXECUTED by Mr Howard Stack, Chairman)
of the Board of Trustees of Brisbane)
Grammar School who is authorised to)
Execute this Agreement on behalf of the)
Board of Trustees of Brisbane Grammar)
School)
in the presence of:)

[Signature]
.....
Witness

[Signature]
.....
Chairman

DAVID JOHN ABELWEDDY
.....
Name of Witness (print)