

IN THE COUNTY COURT OF VICTORIA AT MELBOURNE
DAMAGES LIST GENERAL DIVISION

61672000

BETWEEN:

EMMA HAYES

Plaintiff

- and -

KENNETH JOHN SANDILANDS
NORTHSIDE CHRISTIAN CENTRE INC
DENIS VERNON SMITH
ANN ROSEMARY BROWN

Defendants

5157/2000

AGH

Plaintiff

- and-

KENNETH JOHN SANDILANDS
NORTHSIDE CHRISTIAN CENTRE INC

Defendants

6551/2000

AGN

Plaintiff

-and-

KENNETH JOHN SANDILANDS
NORTHSIDE CHRISTIAN CENTRE INC
DENIS VERNON SMITH
ANN ROSEMARY BROWN

Defendants

7916/2000

AGL

Plaintiff

-and-

KENNETH JOHN SANDILANDS
NORTHSIDE CHRISTIAN CENTRE INC
DENIS VERNON SMITH
ANN ROSEMARY BROWN

Defendants

7919/2000

AGD

Plaintiff

-and-

KENNETH JOHN SANDILANDS
NORTHSIDE CHRISTIAN CENTRE INC

Defendants

TERMS OF SETTLEMENT AS BETWEEN NORTHSIDE CHRISTAIN CENTRE INC AND EIG-ANSVAR LTD.

WHEREAS:

- A. Seperate legal proceedings have been issued on behalf of Emma Hayes, AGH [REDACTED], AGN [REDACTED], REDAC [REDACTED], AGL [REDACTED] and AGD [REDACTED] against Northside Christian Centre Inc. ("Northside") and various of its servants and agents including Ken Sandilands, Denis Smith, and Ann Brown in relation to assaults occurring at Northside Christian College between about 1983 and 1992 ("the Plaintiffs' Claims");
- B. EIG-Ansvar Ltd. ("Ansva") was the public liability insurer of Northside for some of the above-mentioned period pursuant to Policy of Insurance Number 03.080.63061 ("the Policy");
- C. Ansva has, to date, conducted on a "without prejudice" basis the defence of Northside, Denis Smith and Ann Brown to each of the Plaintiffs' Claims;
- D. Ansva hereby denies that it is liable to indemnify any of Northside, Denis Smith or Ann Brown in respect of any of the Plaintiffs' Claims;
- E. In order to avoid the risks of litigation, the parties have entered into these Terms of Settlement.

THE PARTIES AGREE AS FOLLOWS:

1. Ansva shall contribute the sum of \$175,000 towards the settlement of all of the Plaintiffs' Claims:
 - (a) No. 6167 of 2000 in which Emma Hayes is plaintiff;
 - (b) No. 5157 of 2000 in which AGH [REDACTED] is plaintiff
 - (c) No. 6551 of 2000 in which AGN [REDACTED] is plaintiff
 - (d) No. 7916 of 2000 in which AGL [REDACTED] is plaintiff
 - (e) No. 7919 of 2000 in which AGD [REDACTED] is plaintiff
2. In consideration of Ansva agreeing to contribute the said sum of \$175,000 towards the settlement of all of the Plaintiffs' Claims, Northside hereby releases and forever discharges Ansva from all claims, demands, and causes of action it has or may have against Ansva for indemnity under the Policy in respect of any claim by any of the plaintiffs.
3. Northside agrees to indemnify Ansva in respect of any claim brought by any of Northside's present or past servants or agents against Ansva for indemnity pursuant to the Policy.
4. Northside agrees to execute a formal Deed of Release incorporating these Terms of

Settlement if called upon to do so, such Release to be prepared by and at the expense of Ansva.

Dated: November 2001

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Counsel for Northside

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Counsel for Ansva