

RC94

DEED OF RELEASE

DATE: The 12th day of OCTOBER 2010

PARTIES: RICHARD "TOMMY" CAMPION, REDACTED, in the state of REDACTE ("the Releasor")

THE RIGHT REVEREND KEITH FRANCIS SLATER Bishop of the Anglican Church, Diocese of Grafton 50 Victoria Street Grafton in the State of New South Wales (the Bishop of Grafton), **THE CORPORATE TRUSTEES OF THE DIOCESE OF GRAFTON, MEMBERS** of the **COMMITTEE** from time to time of the **UNINCORPORATED ASSOCIATION** known as "NORTH COAST CHILDREN'S HOME" ("the Committee") **STAFF EMPLOYED** by **NORTH COAST CHILDREN'S HOME** and **VOLUNTEERS** providing services to **NORTH COAST CHILDREN'S HOME** and Staff or Clergy providing pastoral ministry but not including any persons alleged to have been engaged in the Events hereinafter referred to ("the Releasees")

RECITALS:

- (A) The Releasor is a former resident of North Coast Children's Home ("the Children's Home").
- (B) The Releasor avers that on various occasions whilst a resident of the Children's Home and a child various members of the Staff of the said Children's Home or Clergy engaged in conduct (the "Events") towards the Releasor which, if proved, would constitute child abuse and/or sexual misconduct and/or indecent assault and/or sexual assault.
- (C) The Releasor further avers that the Releasees would be vicariously liable for alleged child abuse, sexual misconduct, indecent assault and sexual assault proved to have been perpetrated by the abovementioned members of Staff or Clergy ("the claims").
- (D) The Releasees have at all times denied that they or any one of them was responsible for the management of the Children's Home or for the actions of members of Staff or Clergy at such Children's Home, the Releasees do, however, acknowledge the association with the Home of some members of the Parish of Lismore and a number of Anglican Clergy as members of the Committee or as Chaplains to the Home.

4905

- (E) At the date of this Deed the Releasor is aged over 21 years and as a result of the alleged Events claims to have suffered loss and damage and seeks
- (a) an apology from the Bishop of the Diocese of Grafton on behalf of those involved with the Home for the hurt stated by the Releasor to have been caused to the Releasor and
 - (b) financial compensation.
- (F) The Releasees contend that they are under no liability for the loss and damage alleged as in their opinion
- (a) the Releasor is barred by Statute from prosecuting any claim relating to the alleged actions of former members of Staff at the Children's Home during the Relevant Time.
 - (b) that even if not barred by Statute that they in their respective capacities cannot be liable for the actions, the subject of these claims.
- (G) The Releasees have paid, or are now responsible for, by way of costs of travel and counselling paid to or for the Releasor an amount of approximately \$8,000.
- (H) Without admissions the parties have agreed to settle the claims and all further and future claims made or alleged by the Releasor on the Terms set out in this Deed.

IT IS AGREED as follows:

1. INTERPRETATION

1.1 In this Deed:-

"Releasees" means the parties hereinbefore referred to as Releasees including the Bishop of Grafton and The Corporate Trustees of the Diocese of Grafton jointly and severally.

"Relevant Time" means the Releasor's residency at the Children's Home.

2. PAYMENT AND BENEFITS

- 2.1** In consideration for the release provided for in this Deed, the Releasees will pay to the Releasor or Medicare the following amounts: the sum of twenty two thousand, six hundred and fifty eight dollars 54c (\$22,658.54); the sum of seven thousand seven hundred and thirty dollars sixty five cents (\$7,730.65) for the cost of past medical treatment and owing to Medicare (and such other sum as Medicare might advise as owing to it up to the date of settlement); the sum of five thousand dollars (\$5,000) for future counselling; and an amount of interest at 7% payable from the day of settlement by the original claimants to the date of this settlement on all monies referred to above (\$5,222.70), (the receipt of which sums is hereby acknowledged), and the Bishop of the Diocese of Grafton will provide to the Releasor an apology on behalf of those involved with the Home for the hurt avowed by the Releasor to have been caused to the Releasor.

3. RELEASE

3.1 In consideration for the payments made and benefits referred to in Clause 2, the Releasor unconditionally and irrevocably releases and discharges the Releasees and each of its and their officers, employees or agents from the Claims and all claims and liabilities of any nature (including, without limitation, any costs, whether or not the subject of a court order) which the Releasor may at any time have or incur against the Releasees and any of its or their officers, employees or agents in connection with or arising out of the Claims save and except any persons alleged to have been engaged in the Events.

3.2 The Releasor acknowledges that persons who are not parties to this Deed but who are being released and discharged by the Releasor in accordance with Clause 3.1 shall be entitled to rely upon this Deed as being a complete bar to any claims, proceedings, actions, suits or demands made or brought by the Releasor in contravention of Clause 3.1 save and except any persons alleged to have been engaged in the Events.

4. CONFIDENTIALITY

4.1 The parties agree that they will act with common courtesy and discretion, honouring the reasonable privacy of the other party, when speaking or writing of this Deed and the agreed settlement.

4.2 Nothing in this Clause 4 is intended to prevent the Releasor from telling his story.

5. WARRANTIES

5.1 The Releasor represents and warrants that:-

- (a) in all of his dealings with the Releasees concerning his claims he has been completely honest at all times;
- (b) he has taken independent legal advice or has been given the opportunity to take legal advice as to the nature, effect and extent of this Deed;
- (c) the Releasees, its officers, employees or agents, have not made any promise, representation or inducement or been party to any conduct material to the entry into of this Deed other than as set out in this Deed; and
- (d) he is aware that the Releasees, its officers, employees and agents, are relying upon the warranty in this clause in executing this Deed.

5.2 The Releasees represent and warrant that:-

- (a) in all their dealings with the ^{Releasor} ~~releaser~~ concerning claims made by the Releasor the Releasees have to the best of their information, knowledge and belief acted honestly at all times.

6. BAR TO FURTHER PROCEEDINGS

This Deed of Release may be pleaded as a full and complete defence by any party or any person entitled to the benefit of this Deed to any actions, suits, or proceedings commenced, continued or taken by another party or on its behalf in connection with any of the matters referred to in this Deed.

7. COSTS

The parties agree that The Corporate Trustees of the Diocese of Grafton shall bear the costs of and associated with the preparation of this Deed, including the reasonable legal costs of the Releasor in obtaining independent legal advice on the contents of this deed and its effect.

8. NO DISPARAGEMENT

8.1 Both parties agree not to unfairly injure or disparage the reputation of the other party.

9. ENTIRE AGREEMENT

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct made by or existing between the parties with respect to its subject matter.

10. ASSIGNMENT

The rights and obligations of each party under this Deed are personal. They cannot be assigned, charged or otherwise dealt with. No party shall attempt or purport to do so, without the prior written consent of all the parties.

11. NO WAIVER

No failure to exercise and no delay in exercising any right, power or remedy under this Deed will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

12. SEVERANCE

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction will be ineffective as to that jurisdiction, to the extent of the prohibition or unenforceability of that provision in any other jurisdiction.

13. COUNTERPARTS

This Deed may be executed in multiple counterparts, each of which shall have the effect of an original.

This Deed is binding on the parties only upon execution of a counterpart by each of the parties.

14. GOVERNING LAW

This Deed is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

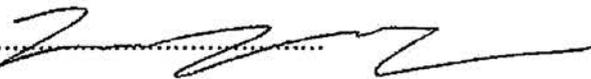
15. HEALTH INSURANCE COMMISSION REFUNDS

The Releasor acknowledges that he is wholly responsible for repayment of any further moneys due to Health Insurance Commission for Medical or Nursing Home/residential care benefits.

EXECUTED as a Deed:

SIGNED by RICHARD "TOMMY" CAMPION


.....

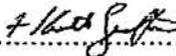
In the presence of: 

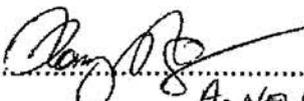
(Please print and sign name) Witness

Liam Thomas Reynolds
Solicitor

SIGNED By THE RIGHT REVEREND KEITH FRANCIS SLATER

on behalf of **THE RELEASEES**


.....

In the presence of 

(Please print and sign name) Witness

A. NEWBY