

**Deed of Release**

**between**

ES

**AND**

**THE SALVATION ARMY (NEW SOUTH WALES)  
PROPERTY TRUST  
THE SALVATION ARMY (QUEENSLAND) PROPERTY  
TRUST**

**("The Salvation Army")**

THIS DEED OF RELEASE is made on 7<sup>th</sup> day of March 2011

BETWEEN ES [REDACTED] of [REDACTED]  
AUSTRALIA

AND

**THE SALVATION ARMY (NEW SOUTH WALES) PROPERTY TRUST**, a statutory body established pursuant to *The Solvotion Army (New South Woles) Property Trust Act 1929 (NSW)*, and *Solvotion Army Property Trust Act 1934 (ACT)*, of 140 Elizabeth Street, Sydney NSW 2000 (**NSW Property Trust**)

AND

**THE SALVATION ARMY (QUEENSLAND) PROPERTY TRUST**, a statutory body established pursuant to *The Solvotion Army (Queenslond) Property Trust Act 1930 (QLD)* of 140 Elizabeth Street, Sydney NSW 2000 (**Queensland Property Trust**)

The NSW Property Trust and the Queensland Property Trust are herein referred to as "**The Salvation Army**" for convenience.

#### RECITALS

- A. ES [REDACTED] has made allegations that whilst in care at **RIVERVIEW HOME FOR BOYS** he suffered sexual, physical, psychological and emotional abuse by members of The Salvation Army.
- B. The Salvation Army acknowledges the Allegations.
- C. ES [REDACTED] and The Salvation Army have agreed to resolve all outstanding issues related to the Allegations on the terms set out in this Deed.

#### OPERATIVE PART

1. Unless the context requires otherwise, the following definitions apply:-

#### DEFINITIONS

**The Salvation Army** for the purposes of this Deed, includes but is not limited to:-

- a) any organisations or bodies corporate owned or operated by The Salvation Army; and,
- b) any employee, servant, officer, member or agent of The Salvation Army.

**IT IS AGREED****1 Settlement Sum**

1.1 The Salvation Army agrees that it is liable to ES [redacted] for a total amount of AUD \$70,000.

1.2 ES [redacted] acknowledges that in accordance with the *Health & Other Services (Compensation) Act 1995*, part of the Total Sum may be required to be paid directly to the Health Insurance Commission (HIC). If any such payment is required, such an amount will be deducted from the Total Sum payable to ES [redacted]

ES [redacted] The remainder of which forms the Settlement Sum.

1.3 ES [redacted] agrees to do all things reasonably necessary to assist The Salvation Army to comply with any obligations of payment to HIC arising out of this Deed.

**2 Payment of the Settlement Sum**

2.1 The Settlement Sum will be paid within 28 days of the execution of this Deed by bank transfer into an account in the name of ES [redacted] which is nominated to The Salvation Army in writing within 5 days of the date of execution of the Deed.

2.2 ES [redacted] warrants that the bank details provided to The Salvation Army for this purpose are true and correct, and indemnifies the Salvation Army against any further payments should the Settlement Sum be misallocated due to an error in the banking details provided.

**3 Settlement Sum as satisfaction**

3.1 ES [redacted] accepts that the Settlement Sum is the full and final settlement of all claims against The Salvation Army, including but not limited to the Allegations.

3.2 ES [redacted] his administrators, heirs and assigns, hereby release and fully discharge The Salvation Army from all actions and claims (including but not limited to claims for compensation and claims for damages), demands, causes of action and costs howsoever arising or of whatsoever nature including but not limited to those arising out of, connected with or in relation to the Allegations or the factual matters giving rise to the Allegations.

3.3 ES [redacted] agrees that he is not entitled to any further financial or other assistance from The Salvation Army in any form, or for any reason.

3.4 Both ES [redacted] and The Salvation Army agree to bear their own legal and other costs in relation to this Deed, and to the settlement of the Allegations in general.

**4 No Admission of Liability**

4.1 ES [redacted] agrees that the Settlement Sum is paid to ES [redacted] with no admission of liability in relation to the Allegations.

**5 Release & Discharge from Liability**

5.1 In consideration of the payment of the Settlement Sum ES [redacted] releases and discharges The Salvation Army from all duties, obligations,

responsibilities, rights, suits, causes of action and demands relating to the Allegations which he has now, or at any time in the future, associated with his period of residence at RIVERVIEW HOME FOR BOYS.

- S.2 ES [REDACTED] further indemnifies The Salvation Army in respect of all costs, damages or liabilities incurred him that arise as a consequence of his future breach of this Deed, including and any reimbursement or recovery of all or any of the Settlement Sum that is sought by any State or Commonwealth government agency or department from The Salvation Army in relation to the Allegations and/or the facts giving rise to the Allegations.
- S.3 ES [REDACTED] warrants that he has advised The Salvation Army of the full nature and extent of the Allegations, and that these are the only instances of abuse which he:-
- (a) considers that The Salvation Army is responsible to him for; or
  - (b) otherwise seeks payment from The Salvation Army for whether or not they relate to the Allegations specifically
- S.4 ES [REDACTED] acknowledges that the Settlement Sum relies on the warranty provided in clause S.3, and that additional claims will not result in additional sums being paid.

## 6 Deed as a bar to action

- 6.1 ES [REDACTED] warrants that no legal proceedings have been commenced in respect of the Allegations.
- 6.2 ES [REDACTED] further warrants that neither he, nor his administrators, heirs and assigns will commence any legal proceedings in respect of the Allegations.
- 6.3 This Deed may be pleaded by The Salvation Army as a bar to any action, claim or demand now or in future commenced by any person, including ES [REDACTED] arising out of or connected with the Allegations, or any additional claims under cl S.4.

## 7 Confidentiality

- 7.1 ES [REDACTED] and The Salvation Army agree that they will keep confidential the Settlement Sum, and the terms of this Deed unless:
- a) Both parties or all parties agree in writing, otherwise; or
  - b) Required by law

## 8 General

- 8.1 ES [REDACTED] warrants that he has had an opportunity to obtain independent legal advice in relation to this Deed.
- 8.2 The benefit of this Deed extends to all persons referred to in the Deed even if they are not parties to the Deed or have not signed the Deed and that those persons are not named as parties to the Deed or that they have not signed the Deed does not prejudice or affect their right to rely upon this Deed.

THIS DOCUMENT IS EXECUTED AS A DEED

DATED: 9/3/14

FOR AND ON BEHALF OF

ES

)  
 ) ES  
 )  
 ) ES

In the presence of

REDACTED

Witness

REDACTED

Name of Witness (print)

THE COMMON SEAL OF <sup>QUEENSLAND</sup> ~~NEW SOUTH WALES~~ PROPERTY TRUST  
 (ABN <sup>33 234 126 186</sup> ~~57 507 607 457~~) was hereunto affixed by authority of the Members of the Board of Trustees in the presence of:-

*HW*  
*Wsm*

**Trustee 1.**

Name: Wayne Maxwell

Signature: *[Handwritten Signature]*



In the presence of

*[Handwritten Signature]*  
 Witness Sarah Hogan

**Trustee 2.**

Name: Cecil Woodward

Signature: *[Handwritten Signature]*

*[Handwritten Signature]*  
 Witness Sarah Hogan

**Trustee 3.**

Name: Miriam Gluyas

Signature: *[Handwritten Signature]*

*[Handwritten Signature]*  
 Witness Sarah Hogan

Date: 22/3/2011