

**DRAFT**

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**THE SALVATION ARMY, EASTERN TERRITORY**

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**DEED OF RELEASE**

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**CORRS CHAMBERS WESTGARTH**

Governor Phillip Tower  
1 Farrer Place  
SYDNEY NSW 2000  
**AUSTRALIA**  
Telephone (02) 9210 6500  
Facsimile (02) 9210 6611  
DX 133 SYDNEY  
Ref: PRM:AR:

THIS DEED OF RELEASE is made on

2005

BETWEEN

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of [*insert address and occupation of Releasor*]

("Releasor")

AND

THE SALVATION ARMY, Eastern Territory

("Releasee")

#### DEFINITIONS

**Allegations:** That [ Wilson/Schultz ] subjected the Releasor to abuse from particulars of which are more fully set out in [*insert relevant statement/report or written complaint document*] (**Allegations**). The Allegations constitute all allegations of sexual, physical, emotional and psychological abuse in relation to which the Releasor considers the Releasees liable or otherwise seeks payment from the Releasees.

**Releasees** The Salvation Army, Eastern Territory and:

- a) any organisations or body corporates owned or operated by The Salvation Army in Australian; and
- b) [*further Releasees to be confirmed*].

**RECITALS**

- A. The Releasor has sought payments from the Releasees on the basis that they are liable to [ **him/her** ] in respect of the Allegations (**Claim**).
- B. The Releasees do not make any admissions of wrongdoing or liability to the Releasor in relation to the Claim.
- C. Without any admissions of liability, The Salvation Army intends to cause payment to be made to the Releasor in the sum of [**agreed sum**] inclusive of costs ("**Agreed Sum**") within 28 days after their receipt of this Deed executed by the Releasor.

**IT IS AGREED**

- 1 The parties have agreed to resolve all of the Releasor's claims against any or all of the Releasees, including the matters the subject of the Claim, on the terms of this Deed.
- 2 The Releasor agrees to accept the Agreed Sum in full and final satisfaction of all claims against the Releasees [**he/she**] has in respect of the Claim.
- 3 The Releasor acknowledges that the Releasees will, before paying the Agreed Sum to the Releasor, deduct from the Agreed Sum any amount payable to the Health Insurance Commission (**HIC**) in accordance with the *Health & Other Services (Compensation) Act 1995* as a result of payment of the Agreed Sum and pay any such amount to the HIC and pay the balance, if any to the Releasor.
- 4 Where any amount of the Agreed Sum is payable to the HIC, the Releasor agrees to do all things reasonably necessary to assist the Releasees to cause that amount to be paid to or assessed by the HIC.
- 5 Subject to paragraph 10, the Releasor accepts payment of the Agreed Sum in full and final settlement of all of the Releasor's claims against the Releasees including the matters the subject of the Claim.

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- 6 For the avoidance of doubt, each of the Releasor and Releasees agree to bear their own legal and other costs of and incidental to this Deed and any dispute resolution process or legal proceedings commenced by the Releasor in relation to the Claim.
- 7 In consideration of payment of the Agreed Sum on the terms of this Deed and subject to paragraph 10, the Releasor for [*him/herself*] and [*his/her*] executors, administrators, assigns and heirs hereby releases and forever discharges the Releasees from all actions, 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 Claim or the factual matters giving rise to the Claim.
- 8 The Releasor agrees that, subject to paragraph 10, [*he/she*] is not entitled to any further financial or other assistance from the Releasees.
- 9 This Deed does not affect any entitlement that the Releasor may have to the services of, or to services supplied through The Salvation Army nor does it oblige the Releasees to cause any such services to be supplied. **[DELETE THIS CLAUSE AND REFERENCES TO CLAUSE 9 IF NOT RELEVANT]**
- 10 This Deed may be pleaded by the Releasees and any associated body corporate of any of the Releasees in bar to any action, claim or demand now or hereafter commenced or made by any person, including the Releasor, arising out of or connected with the Claim.
- 11 *INSERT EITHER (a) or (b) as appropriate:*
- a) The Releasor warrants that no legal proceedings have been commenced in respect of the Claim.
- b) If legal proceedings, other than criminal proceedings against [*insert name of alleged abuser/s*], have been commenced by the Releasor in relation to the Claim, the Releasor will immediately take all steps necessary to discontinue the litigation and will bear all of [*his/her*] own costs in relation to those proceedings.
- 12 The Releasor is solely responsible for any payments resulting as a result of any reimbursement or recovery of all or any of the Agreed Sum that is sought by [*insert Centrelink/social services agency as appropriate*]. The Releasor will indemnify the Releasees in respect of all costs, damages or liabilities incurred by the Releasees that arise as a consequence of the Releasor's breach of this Deed and any reimbursement or recovery of all or any of the Agreed Sum that is sought by [*insert Centrelink/social services agency*]

*as appropriate*] from the Releasees in relation to the Claim and/or the facts giving rise to the Claim.

13 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.

14 The Releasor agrees that [*he/she*] has advised the Releasees of all allegations of sexual, physical, emotional and psychological abuse in relation to which [*he/she*]:

- a) considers the Releasees liable to [*him/her*]; or
- b) otherwise seeks payment from the Releasees,

whether or not they relate to the Claim or the factual matters giving rise to the claim and acknowledges that the Releasees have relied on that agreement when causing payment of the Agreed Sum to the Releasor or the Releasor's nominee.

15 The Releasor and Releasee/s agrees that they will keep confidential the Agreed Sum, the terms of this Deed and all settlement discussions preceding the date of this Deed. The parties to this Deed acknowledge and agree that this clause does not prevent the Releasor or the Releasees from discussing the factual circumstances out of which the Claim arose including, but not limited to, discussion by way of counseling, seeking legal advice or reporting to police or any other relevant authority.

16 The Releasor acknowledges that [*he/she*] has had an opportunity to obtain independent legal advice in relation to this Deed.

**THIS DOCUMENT IS EXECUTED AS A DEED POLL**

**DATED:** [*insert date/month/year*]

**SIGNED SEALED AND DELIVERED** by )  
...[*Releasor*]... in the presence of: ) .....  
) .....

..... Witness

..... Name of Witness (print)