

BMA

-and-

THE SALVATION ARMY

DEED OF SETTLEMENT AND RELEASE

**Nevett ford
Lawyers**
42/525 Collins Street
Melbourne 3000
DX 490
Telephone: (03) 9614 7111
Facsimile: (03) 9614 3192
Email: melbourne@nevetford.com.au
PHB SXR 2/18568

2 18568DOC071019A

www.nevetford.com.au

THIS DEED is made the 7 day of NOVEMBER 2007

BETWEEN:

PARTIES:

1. BMA of REDACTED, Melton, Victoria, 3337.
("the claimant").
2. THE SALVATION ARMY of 5 Hamilton Street, Mont Albert, Victoria, 3127.

RECITALS:

- A. The claimant alleges he was the victim of abuse whilst in the care of The Salvation Army ("the claim").
- B. The claimant claims to be entitled to compensation from The Salvation Army.
- C. The Salvation Army denies liability to the claimant as alleged or at all.
- D. In order to avoid the expense and inconvenience of litigation and so as to bring closure to the claimant's claim the parties have agreed to compromise the claim for the sum and on the terms set out in the schedule.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Deed, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) the word "person" includes a firm, a body corporate, an unincorporated association or an authority; and

"The Salvation Army" means the various State Salvation Army Property Trusts recited in or established by Act of Parliament in the various States and Territories of

Australia, The Salvation Army Southern Territory, The Salvation Army Southern Territory Social Work, The Salvation Army Southern Territory General Work and any officers, agents and employees of The Salvation Army.

2 PAYMENT

In consideration of the payment of the settlement sum referred to in the schedule and of the terms, conditions, covenants and indemnities referred to in the schedule and in further consideration of the releases contained in this Deed.

IT IS AGREED:

3. CONDITIONS

- 3.1 This deed is conditional upon the parties complying with the various terms, conditions and covenants set out in the schedule.

4. RELEASE AND AGREEMENT

- 4.1 The claimant covenants that upon payment of the settlement monies and completion of the terms and conditions in the schedule to release The Salvation Army from any existing or potential actions, suits, causes of action, demands, costs or expenses of any description whilst in the care of The Salvation Army, and to abandon any claim or action, at law or in equity, which might otherwise be associated with his care.

5. OTHER MATTERS

- 5.1 Time shall be of the essence of this deed.
- 5.2 The parties agree that this settlement agreement and release shall be construed in accordance with the laws of the State of Victoria.
- 5.3 The parties acknowledge that the settlement sum is paid, and the terms of settlement agreed with a denial of liability.
- 5.4 The claimant acknowledges that he has had the opportunity to obtain advice with respect to the claim and the nature, effect and extent of this deed.
- 5.5 This deed represents the complete agreement between the parties and supersedes all prior agreements, representations or understandings made between the parties.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED

by the Claimant:

in the presence of:

[Handwritten Signature]
.....
Signature of Witness

BMA
.....
(Claimant)

A JUSTICE OF THE PEACE FOR VICTORIA
DEED NO 9647
Name of Witness (please print)
MELTON

.....
314 HIGH ST MELTON 3337
.....
Address of Witness

SIGNED for and on behalf of The Salvation Army by its authorised representative:

in the presence of:

[Handwritten Signature]
.....
Signature of Witness

[Handwritten Signature]
.....
(Authorised representative)

EBONY MAURKE
.....
Name of Witness (please print)

.....
LVL 42, 525 COLLINS ST, MELBOURNE
.....
Address of Witness

SCHEDULE TO DEED OF SETTLEMENT AND RELEASE

1. Settlement Sum: \$30,000.00 (AUS) inclusive of BMA costs and any amount due to Medicare Australia.
2. Payment Terms: Within 21 days of receipt by The Salvation Army of an executed copy of this deed and a notice of charge from Medicare Australia.