

DATED _____

DAVID GREEN

-and-

**THE SALVATION ARMY
(VICTORIA) PROPERTY TRUST**

DEED OF RELEASE

Nevett *ford*
Lawyers
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IT IS HEREBY AGREED:**1. Conditions**

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

2. Release and Agreement

- 2.1 David Green covenants that upon payment of the settlement monies and completion of the terms and conditions in the schedule applicable to David Green, David Green shall release The Army from all claims made in the proceedings and further covenants:

- (a) Not to sue or make any claim against The Army which, but for the execution of this deed, it could have made wheresoever or howsoever arising out of or in respect of or in any way related to matters giving rise to the proceedings.
- (b) To indemnify The Army and to hold them harmless against any claim and all losses, damages, expenses and legal costs (upon a full indemnity basis) and disbursements arising out of the subject matter of the proceedings that may hereafter be made against them by any other person, corporation or other entity.
- (c) To pay out of the settlement sum any amounts for which The Army may be liable or may become liable to pay pursuant to the Social Security Act 1947, Health Insurance Act 1973, Health and Other Services (Compensation) Act 1995 and Health and Other Services Compensation (Charges) Act 1995 all of the Commonwealth of Australia and the Hospital and Charities (Liability of Patients) Act 1966 of the State of Victoria.

3. Other Matters

- 3.1 Time shall be of the essence of this deed.
- 3.2 Any subsisting orders in respect of the proceedings whether for costs or other orders directions and claims shall be struck out and any which have not yet been met will not be enforced.
- 3.3 The parties agree that this settlement agreement and release shall be construed in accordance with the laws of the State of Victoria.
- 3.4 The parties acknowledge that the settlement sum is paid, and the terms of settlement agreed with a denial of liability.
- 3.5 This deed represents the complete agreement between the parties and supersedes all prior agreements, representations or understandings made between the parties and relating to the proceedings and shall not be released, discharged or amended unless by a deed in writing signed by each of the parties.

3.6 The parties agree that the fact of and the terms of this settlement and deed shall remain strictly confidential and shall not be disclosed to any person including the electronic and print media without the consent in writing of the other party save that each party may make such disclosure as is required by law.

3.7 The parties acknowledge that the settlement sum is paid as compensation for pain and suffering only and that no part of the settlement sum is in respect of compensation for loss of earnings, or loss of earning capacity in the past or in the future.

EXECUTED as a deed of settlement and release on the above date.

SIGNED on behalf of THE SALVATION
ARMY (VICTORIA) PROPERTY TRUST
in the presence of:

SIGNED SEALED and DELIVERED by
DAVID GREEN in the
presence of:

..... Witness

.....Print name of witness

SCHEDULE TO DEED OF SETTLEMENT AND RELEASE

1. Settlement Sum: \$17,000.00 including legal costs and interest.

2. Payment Terms: On or before 21 March 2002 subject to the issue of a notice of charge from the Health Insurance Commission.