

DEED OF SETTLEMENT AND RELEASE

THIS DEED is made the 29th day of July 1998

BETWEEN:

ROSS ROGERS
of **REDACTED** South Melbourne
("Rogers")

-and-

THE SALVATION ARMY
("The Salvation Army")

-and-

WILLEM WILLEMSON
("Willemson")

RECITALS:

- A. Rogers has brought proceedings against The Salvation Army and Willemson claiming damages by action no. 9702707 in the County Court at Melbourne ("the proceedings").
- B. The Salvation Army and Willemson have denied any liability to pay compensation to Rogers.
- C. In order to avoid the further costs and expenses of the proceedings and with an express denial of liability by The Salvation Army and Willemson the parties wish to compromise their dispute and the proceedings for the sum and on the terms set out in the schedule.

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

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. Proceedings

- 2.1 Subject to the conditions set out in clause 1 and the execution of this deed the parties consent to orders that proceedings as between them be struck out. The parties agree

to execute terms of consent orders or any notice of discontinuance as may be required to give effect to the terms of settlement.

3. Default

- 3.1 In the event that either of the parties default in their obligations under the terms of settlement then the parties agree that the other party may reinstate the proceedings and, where appropriate, enter judgement for the amount of any unpaid settlement monies together with interest and costs of obtaining such judgement.

4. Release and Agreement

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

- (a) Not to sue or make any claim against The Salvation Army or Willemson 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 Salvation Army and Willemson 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 Salvation Army or Willemson 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.

5. Other Matters

- 5.1 Time shall be of the essence of this deed.
- 5.2 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.
- 5.3 The parties agree that this settlement agreement and release shall be construed in accordance with the laws of the State of Victoria.
- 5.4 The parties acknowledge that the settlement sum is paid, and the terms of settlement agreed with a denial of liability.
- 5.5 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.

5.6 The Salvation Army shall pay stamp duty, if any, applicable on this deed.

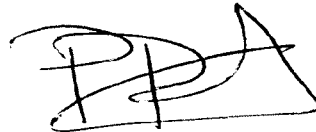
5.7 The parties agree that the fact of and the terms of this settlement and deed shall remain strictly confidential and shall not be disclosed to any person including the electronic and print media without the consent in writing of the other parties save that each party may make such disclosure as is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

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

SIGNED SEALED AND DELIVERED
by the said ROSS ROGERS
in the presence of:

X: 


SIGNED on behalf of
THE SALVATION ARMY
by PHILIP HARRY BREWIN
solicitor duly authorised
by the Salvation Army



SIGNED SEALED AND DELIVERED
by WILLEM WILLEMSON
in the presence of:


RW 

SCHEDULE TO DEED OF SETTLEMENT AND RELEASE

1. Settlement Sum: \$22,000.00 plus part and party costs agreed in the sum of \$12,500.00

2. Payment Terms: Within 14 days of receipt of a current Notice of Past Benefits from the Health Insurance Commission.

DATED _____ 1998

ROSS ROGERS

-and-

THE SALVATION ARMY

-and-

WILLEM WILLEMSON

DEED OF RELEASE

NEVETT FORD

Lawyers

42/525 Collins Street

Melbourne 3000

DX 490

Telephone: (03) 9614 7111

Facsimile: (03) 9614 3192

Email: nevetmel@netconnect.com.au

PHB:WB