

<INSERT NAME>

-and-

THE SALVATION ARMY

DEED OF SETTLEMENT AND RELEASE

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Our Ref: PHB 2/601427

THIS DEED is made the day of 2013

BETWEEN:

PARTIES:

1. of (“the claimant”).

2. **THE SALVATION ARMY** of 95-99 Railway Road, Blackburn 3170

RECITALS:

- A. The claimant alleges he was the victim of abuse whilst in the care of The Salvation Army (“the claimant”).

- 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.

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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

TSA14 (2)

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

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

4. RELEASE AND AGREEMENT

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 arising whilst he/she was 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 or she 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.

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6. INDEMNITY

The claimant agrees to indemnify The Salvation Army against all claims that he or she now has or but for the execution of this deed may have in respect of any claims made against The Salvation Army or its officers, employees or agents and against any liability which The Salvation Army may incur to another party and for which The Salvation Army may be liable arising by reason, or in connection with the facts or circumstances giving rise to the allegations or the negotiations relating to the settlement evidenced by this deed.

****7. CONFIDENTIALITY**

The parties agree to keep the terms of this settlement and deed strictly confidential other than the fact that the claim or proceedings have settled, and shall not be disclosed to any person including the print and electronic media without the consent in writing of the other party save that they may disclose the terms to their legal advisers, accountants, insurers and auditors or where they are required to do so by law.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED

by the Claimant in the presence of:

.....
Signature of Witness

.....
(Claimant)

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

.....
Address of Witness

SIGNED for and on behalf of **The Salvation Army** by its authorised representative in the presence of:

.....
Signature of Witness

.....
(Authorised representative)

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

.....
Address of Witness

SCHEDULE TO DEED OF SETTLEMENT AND RELEASE

1. Settlement Sum: \$ (AUS) inclusive of 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.