# BETWEEN

of ("Plaintiff")

## AND

of ("Defendant")

## RECITALS

- A. agreed to sell and agreed to purchase certain goods.
- B. sold and delivered the goods to
- C. failed to pay for the goods and owes a debt to of \$ for the goods sold ("**Debt**").
- D. The parties enter into this document to record, amongst other things, the terms under which the Debt is to be paid.

# 1. Definitions and Interpretation

## 2. Terms of Settlement

**2.1** Subject to the terms of this Deed, will pay a total of \$ to by direct deposit to their nominated bank account in equal monthly instalments of \$ ("Settlement Monies").

# 2.2 The

# 3. Release and Discharge

# 4. Bar to Actions

 

# 5. No Admission of Liability

## 6. GST

The parties acknowledge that GSTR2001/4 applies to this settlement and that GST is not payable in respect of this Deed.

### 7. Confidentiality

## 7.1 No Disclosure

#### 7.2 Exceptions

Clause 7.1 does not apply to:

- (a) any disclosure required by law;
- (b) any disclosure required by any applicable stock exchange listing rules;
- (c) disclosure to solicitors, barristers or other professional advisers under a duty of confidentiality; or

### 7.3 No Merger

This clause will survive the termination of this Deed.

## 8. Warranties by the Parties

Each of the parties represents and warrants to the other that they:

- (a) have been afforded the opportunity of seeking independently legal advice from a solicitor or firm of solicitors of their choice in respect to this Deed;
- (b) have read and understood the contents of this Deed; and

# 9. General

## 9.1 Counterparts

This Deed may be executed in counterparts.

## 9.2 Operation of this Deed

- (b) Any right that a person may have under this Deed is in addition to, and does not replace or limit, any other right that person may have.

## 9.3 Costs

The parties agree to pay their own legal and other costs and expenses in connection with the Debt and the preparation, execution and completion of this Deed and any other related documentation.

### 9.4 Severance

If any provision of this Deed offends any law applicable to it in a jurisdiction and is in consequence illegal, invalid or unenforceable in that jurisdiction then:

- (b) in any case the offending provision must be severed from this Deed for that Jurisdiction in which even the remaining provisions of the Deed operate as if the severed provision had not been included.

# 9.5 Enurement

This Deed shall be binding upon the parties and their respective successor and permitted assigns and shall enure to their benefit.

### 9.6 Variations

No variation, modification or waiver of any provision in this Deed, nor consent to any departure by any party from any such provision, shall in any event be of any effect unless the same shall be in writing signed by the Parties.

### 9.7 Waivers

# 9.8 Further Assurances

## 9.9 Execution of Deed

### 9.10 Entire Agreement

## Part 1 - Definitions

In this Deed, unless the context otherwise indicates, each of the following expressions shall have the meaning assigned to it below:

**Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

Deed means this Deed of Settlement.

Parties means and

Words or expressions that are defined in this Deed appear throughout this Deed with the same initial capital letters, however if the initial capital letters are omitted they have the same meaning unless the context otherwise requires.

# Part 2 - Interpretation

In this Deed:

- 1. headings are for convenience only and do not affect the interpretation of this Deed;

- 3. words denoting the singular shall include the plural and vice versa;
- 5. words denoting any gender shall include all genders;
- 7. references to any document, deed or agreement shall include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- 8. a party includes the party's representatives, administrators and permitted assigns;
- 10. all references to "\$" and "dollars" are to the lawful currency of Australia unless otherwise expressly stated;
- 11. if a party consists of more than one person this Deed binds them jointly and each of them severally;
- 12. "including" and similar expressions are not words of limitation;
- 13. where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- 15. reference to any body other than a party to this document, including, without limitation, an institute, association or authority, whether or not it is a statutory body:
  - (a) which ceases to exist, or

refers to the body which replaces it or which substantially succeeds to its powers or functions;

- 17. recitals or background contained in this Deed do not form part of the operative provisions of the Deed.

# EXECUTED AS A DEED

| <b>EXECUTED</b> for and on behalf of in accordance with Section 127(1) of the <i>Corporations Act 2001</i> by authority of the Directors: |                                 |
|---|---------------------------------|
| Signature of Director   | Signature of Director/Secretary |
| Name of Director  | Name of Director/Secretary      |

| SIGNED SEALED & DELIVERED by in the presence of: |           |
|--|-----------|
| Signature of Witness                             | Signature |
| Name of Witness                                  |           |