

## STATUTORY DECLARATION

I, [ ] of [ ] do solemnly and sincerely declare that:

1. I have made an application to the Dilworth Trust Board for financial redress under the Dilworth Redress Programme (**Redress Programme**).
2. In making the application for financial redress, I provided information to the Redress Programme and the Redress Facilitator.
3. I confirm that the information provided to the Redress Programme and the Redress Facilitator was all the information that I could recall regarding the circumstances surrounding my application for redress, including financial redress, and that this information is both true and correct.
4. In response to my application for financial redress, I have concluded a Settlement Agreement with the Dilworth Trust Board. A copy of that Settlement Agreement is attached marked annexure "A".
5. I confirm that at the time of concluding the Settlement Agreement:
  - (a) I was of sound mind and of full legal capacity;
  - (b) I had not been coerced or forced into concluding the Settlement Agreement by any person;
  - (c) the Dilworth Trust Board required that before I agree to enter into the Settlement Agreement, I take independent legal advice on whether or not to accept the redress, including the financial redress, offered in the Settlement Agreement, and whether I should enter into the Settlement Agreement on the terms as proposed in annexure "A";
  - (d) the Dilworth Trust Board had offered to pay up to NZ\$3,500 + GST towards the cost of me obtaining independent legal advice;
  - (e) I understand that this Settlement Agreement is entered into on a no admission of liability basis and the determination of the Redress Programme does not determine the criminal or civil liability of any entity or person, or whether any act or omissions by that entity or person complied or not with the law; and
  - (f) before signing the Settlement Agreement, I had taken independent legal advice and was fully apprised of all my rights in relation to my claim for redress, including financial redress, and the rights and duties imposed on me by the Settlement Agreement, including foregoing any and all rights I may have to sue the parties listed in clause 1(a) of the Settlement Agreement.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths and Declarations Act 1957.

Signed by [ \_\_\_\_\_ ] \_\_\_\_\_

Declared at \_\_\_\_\_ on \_\_\_\_\_ 2024  
before the Authorised Person:

\_\_\_\_\_  
**Signature of Authorised Person**

Official Stamp

\_\_\_\_\_  
**Full name Authorised Person**

\_\_\_\_\_  
**Occupation of Authorised Person**

\_\_\_\_\_  
**Address of Authorised Person**

A person authorised to take a Statutory Declaration under the Oaths and Declarations Act 1957

*(Justice of the Peace, Barrister and Solicitor of the High Court of New Zealand, Notary Public, Registrar or Deputy Registrar of the Supreme Court, Court of Appeal, High Court or District Court, Member of Parliament)*

“A”

# Settlement Agreement

Dilworth Trust Board

and

[ ]

## Parties

<b>Board</b>	Name	Dilworth Trust Board
	Email	e.anderson@dilworth.org.nz
	Attention	Ewen Anderson
[ ]	Name	[full name of applicant]
	Email	[insert]

## Background

- A. [ ] is a former student of Dilworth School (**School**) (which is owned and governed by the Board) and a survivor of sexual abuse and/or serious physical abuse perpetrated against him while a student at the School.
- B. In November 2019, the Board acknowledged and apologised for historical cases of sexual, physical, and emotional abuse of former students perpetrated against them while a student at the School.
- C. The Board also implemented the Dilworth Redress Programme (**Redress Programme**) to provide redress for former student survivors of sexual abuse or serious physical abuse which occurred while in the care of the School by:
- a representative of Dilworth;
  - a person who had access to a former student survivor through a representative of Dilworth; or
  - in the case of sexual abuse, by another student.
- D. [ ] made an application for redress, including financial redress, under the Redress Programme (**Application**).
- E. In accordance with the Dilworth Redress Programme Terms, the independent Redress Panel has considered [ ]'s Application and issued a determination of redress (**Determination**), including financial redress, to [ ].
- F. After taking independent legal advice, [ ] has accepted the redress, including financial redress, as set out in clause 1(b)(i), and has agreed to enter into this settlement agreement with the Board (**Settlement Agreement**).

## Operative provisions

### 1. Settlement

- (a) [ ] agrees to a full and final settlement of any claims, presently accruing, that [ ] may have against:
- the Board;
  - the School;
  - any former or present trustee of the Board;

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- (iv) any former or present employee of the Board;
- (v) any former or present employee of the School;
- (vi) any former or present representative of the Board; and
- (vii) any former or present representative of the School;

arising out of any and all abuse, including the abuse as detailed in the Application, which [ ] suffered while a student at the School (**Abuse**), provided that none of the above persons shall include a person who was the perpetrator of the Abuse.

(b) The Parties agree to the settlement of [ ]'s claims on the following terms:

- (i) Subject to clause 1(b)(ii), the Board will pay to [ ] the sum of NZ\$[amount of financial redress plus the amount of redress for counselling/therapy] (**Redress Payment**) comprised as follows:
  - A. NZ\$[ ] being an acknowledgement by the Board that the Abuse occurred, and the harm caused by it to [ ] (**Financial Redress Amount**); and
  - B. NZ\$[ ] for the cost of any future therapy/counselling which [ ] may decide to undertake, and the travel costs associated with that, without any obligation on the part of [ ] to account for the application of this sum.
- (ii) The Board has paid [ ] on account of the Financial Redress Amount prior to the date of this Settlement Agreement, the sum of [NZ\$Interim payment]. The Redress Payment shall be reduced by [NZ\$Interim payment] and the Board shall pay the balance of the Redress Payment, being [NZ\$ balance], to [ ] in full and final settlement of the obligation to pay the full amount of the Redress Payment.

Financial Redress Amount:	NZ\$ [amount of financial redress]
Amount of redress for counselling/therapy:	NZ\$ [counselling/therapy payment]
Subtotal:	NZ\$ [the total of the above two amounts]
Less interim Redress Awards paid on account of the Financial Redress Amount:	[NZ\$Interim payment]
<b>Balance of Redress Payment:</b>	<b>[NZ\$ balance]</b>

- (iii) The Redress Payment will be paid into a verified bank account nominated by [ ] for this purpose (**Bank Account**); and
  - (iv) Subject to [ ] nominating the Bank Account under clause 1(b)(iii), the Redress Payment will be paid into the Bank Account within 5 working days from the date this Settlement Agreement is signed by both parties (**Settlement Date**).
- (c) The Board will discuss and endeavour to agree with [ ] the personalised, non-financial redress detailed in the Determination (**Personalised Redress**). As at the Settlement Date the Personalised Redress is yet to be agreed. [ ] and the Board agree that this Settlement Agreement is not conditional upon the agreement and delivery of the Personalised Redress by settlement on the Settlement Date and the

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parties shall settle under this Settlement Agreement on the Settlement Date in full and final settlement as provided for in clause 2(a).

- (d) Notwithstanding the provisions of clause 1(c), the Board and [ ] agree that they will work together in good faith and endeavour to agree the terms and method of delivery of the Personalised Redress. On agreement, the Board shall deliver the Personalised Redress and [ ] shall accept the Personalised Redress on the terms and in the method agreed.
- (e) If the parties are unable to agree the terms and/or the method of delivery of the Personalised Redress neither the Board nor [ ] shall be entitled to avoid this Settlement Agreement.

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## 2. Full Release

- (a) Upon receipt of the Redress Payment, [ ] unconditionally and irrevocably waives, releases, and discharges each and every claim, right of any kind, cause of action or any suit whatsoever that he may have, either alone or together with any other person, and whether or not presently known about, against the Board and all or any of the persons or entities specified in clause 1(a)(i) to 1(a)(vii) (inclusive) and in relation to the Abuse suffered by [ ].
- (b) Included in the Redress Payment is the sum of NZ\$[ ], which is provided by the Board to [ ] for future counselling/therapy costs and the travel costs associated with [ ] attending counselling/therapy. As a result of this inclusion, [ ] will no longer have access to the Listening Service provided by the Board provided that if, as at the date this Settlement Agreement is signed by both parties, [ ] is participating in a course of counselling/therapy provided by the Listening Service at the expense of the Board, [ ] shall continue to receive the benefit of this service funded by the Board until the earlier of the date:
  - (i) the service is concluded by the supervising consultant retained by the Listening Service; and
  - (ii) six months after the Settlement Date.
- (c) Despite this Settlement Agreement being in full and final settlement of any and all claims [ ] might have (as detailed above), [ ] may make a claim under a government Pūretumu Torowhānui Scheme proposed by the report of the Royal Commission of Inquiry into Abuse in Care dated December 2021 (**Scheme**).
- (d) To the extent that the Scheme:
  - (i) may direct the Board or the School to make a financial redress payment to [ ] (**Scheme Payment**);
  - (ii) does not, in directing the Board or the School to make the Scheme Payment to [ ], take into account any redress payment amounts already paid to [ ], including the Redress Payment;then the Board or the School, as the case may be, will be entitled to deduct from the Scheme Payment the amount of any previous redress payments made to [ ], including the Redress Payment.
- (e) For the sake of clarity, any Scheme Payment which the Scheme directs the Board or the School to make to [ ] cannot:

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- (i) by virtue of the application of clauses 2(c) and 2(d) above, be reduced to below \$0.00; and
  - (ii) result in [ ] having to refund to the Board any part of the Redress Payment.
- (f) Any payment granted to [ ], whether the Scheme Payment, or the Redress Payment, or a combination of both, will be made to [ ] in the interests of full and final settlement of all claims and does not entitle [ ] to double-recovery.
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### 3. Other Terms

- (a) Nothing in this Settlement Agreement shall prevent either party from disclosing the terms of this Settlement Agreement to the Scheme, for the purpose of [ ] claiming financial redress under the Scheme and allowing the Board to evidence the provision of redress, including financial redress, under this Settlement Agreement to [ ] so it may be taken into account by the Scheme.
- (b) Each party will be responsible for their own legal costs in relation to the preparation, completion, and compliance with this Settlement Agreement, subject to what follows:
  - (i) The Board requires that [ ] seek independent legal advice prior to agreeing to signing this Settlement Agreement; and
  - (ii) The Board will pay to [ ]'s legal advisor up to NZ\$3,500 + GST on account of these legal costs.
- (c) Each party represents and warrants that it has duly executed this Settlement Agreement and that its obligations under this Settlement Agreement are valid and binding and enforceable against it in accordance with their terms.
- (d) This Settlement Agreement shall be governed by and construed in accordance with New Zealand law, and each party irrevocably submits to the exclusive jurisdiction of the New Zealand courts.
- (e) This Settlement Agreement contains the entire agreement between the parties about its subject matter and supersedes and cancels any previous understanding, agreement, representation, or warranty (whether written, oral, or implied) between the parties relating to the subject matter of this agreement.
- (f) Except as provided for in this Settlement Agreement, the parties enter into this Settlement Agreement entirely on their own judgement and not in reliance on any understanding, agreement, representation, or warranty made by any other party or the agent of that party or any other person. To the extent that any previous understanding, agreement, representation, or warranty was made to or with a party, that party waives all rights and remedies in respect of it.
- (g) No variations to this Settlement Agreement will be valid unless reduced to writing and signed by both of the parties.
- (h) This Settlement Agreement shall bind the parties in all respects and each party accepts the risk of mistake in respect of all matters relevant to this agreement and has assumed risk (whether patented or latent) for the purposes of the Contract and Commercial Law Act 2017, section 24(1)(c).
- (i) This Settlement Agreement may be executed and delivered in any number of counterparts (including scanned and email PDF counterparts). Each executed

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counterpart will be deemed an original and all executed counterparts together will constitute one (and the same) Settlement Agreement.

- (j) Working day means a day of the week other than -
- (i) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day; and
  - (ii) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday; and
  - (iii) a day in the period commencing with 25 December and ending with 2 January in the following year; and
  - (iv) the day observed as the anniversary of any province in which an act is to be done.
- (k) Any notices required under this Settlement Agreement shall be provided:
- (i) in the case of notices to [ ], to [ ] at [ ]; and
  - (ii) in the case of notices to the Board, to Ewen Anderson at [ewen.anderson@dilworth.org.nz](mailto:ewen.anderson@dilworth.org.nz).

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**Signed as an Agreement**

**Signed** as an Agreement on [ ] 2024.

by:

**Dilworth Trust Board:**

\_\_\_\_\_  
Ewen Anderson – Chief Executive Officer

\_\_\_\_\_  
[ ]

I, [ ], a solicitor of the High Court of New Zealand, certify that before [ ] signed this agreement, I explained to him the effects and implications of this agreement and he then signed the agreement in my presence.

\_\_\_\_\_  
**A Solicitor of the High Court of New Zealand**