deed of release

Australian Automotive Group  
trading as Brad Garlick Ford **(The Company)**

AND

Amy Wonka

**(The Customer)**

This Deed

made on the date noted at **Item 1** of the Schedule

Between

See **Item 2** of the Schedule (**the** Company)

and

See **Item 3** of the Schedule (**the Customer**)

Background

1. The Customer purchased a WT LX Hatchback 5DR Vehicle with the registration of “CGR82U” (VIN MNBJXXARJJCA89717) from the Company on 23 Nov 2018.

1. At the time of sale, the transfer of ownership was not included in the sale price, nor processed by the Company.
2. The Customer has received a penalty infringement notice “Penalty Notice Number (4053928762)”.
3. The Customer believed the transfer of ownership was managed by the Company.
4. The parties to this Deed seek to make arrangements and resolve all issues concerning the sle of the Vehicle, on the terms of this Deed noted below.

The Company and the Customer agree that:

# Definitions

In this Deed, except to the extent the context otherwise requires:

Claim includes any complaint, dispute, action, suit, cause of action, arbitration, debt due, cost, claim, demand, cost and demand in respect of damages, and any other benefit, verdict and judgment whatsoever both at law or in equity or arising under the provisions of any statute, or determination whether or not known at the date of this Deed;

Company includes the company noted at **Item 2** of the Schedule and any predecessor, company, partnership, trust or sole trader with common ownership or control (whether in whole or part directly or indirectly, or through interposed entities or not) including any Related Bodies Corporate;

Customer includes the company noted at **Item 3** of the Schedule and any predecessor, company, partnership, trust or sole trader with common ownership or control (whether in whole or part directly or indirectly, or through interposed entities or not) including any Related Bodies Corporate;

**Deed** means this Deed of Release;

**Related Body Corporate** has the meaning given to that term by section 50 of the *Corporations Act* *2001* (Cth);

Vehicle means WT LX Hatchback 5DR Vehicle with the registration of “CGR82U” (VIN MNBJXXARJJCA89717):

# The Parties Agree

## Within seven (7) days of entering into this Deed, the Company will make payment to the Customer via electronic bank transfer of the sum noted at **Item 4** of the Schedule (**the Settlement Sum**) in full and final satisfaction of any Claim.

# Release and Indemnity

## Upon payment of the Settlement Sum:

### The Customer forever releases, discharges and indemnifies the Company, its officers, employees and agents from all present and future Claims (legal, equitable or statutory) which the Customer may have against any of them.

### The Customer agrees that the release and discharge in clause 2.1 (a) may be pleaded as a bar to any proceedings commenced by the Customer (or on their behalf) against the Company and any subsidiary, Related Body Corporate or entity and their officers, employees and agents.

### The Settlement Sum is paid with an express denial of liability by the Company to make any payment to the Customer. The Settlement Sum is paid solely to settle the matters in dispute between the parties. This Deed must not be interpreted by the Customer as an admission by the Company of liability to the Customer for any matter.

### Notwithstanding clause 2, the Customer agrees that the Settlement Sum satisfies the Company’s obligation to pay the Customer for any amounts requested, owed, or otherwise, in full to the date of this agreement and that the Settlement Sum can be off set against any sums found to be due as a result of any third party investigation, including any enquiry or investigation by a relevant statutory body.

# Confidentiality

## The Customer and the Company agree to keep confidential:

### all matters, negotiations or discussions whatsoever relating to the reason or reasons for this Deed; and

### the terms of this Deed,

otherwise than as may be necessary to disclose to a party’s legal or accounting adviser and as may be required to be disclosed by law.

# Costs

## Each party will bear their own legal costs in relation to the preparation of this Deed and any costs associated with obtaining legal or accounting advice in relation to the execution of this Deed.

# Acknowledgments

## The Company and the Customer agree and acknowledge:

### That this Deed is intended to be legally binding.

### That with effect from the date of execution of this Deed they will not make any disparaging comments or, make any allegations of an adverse nature against each other in any way, including but not limited to, the removal of any existing comments currently visible on media forums of any type.

### They have freely entered into this Deed after having the opportunity to carefully consider its contents and to obtain legal advice on the matters in this Deed.

### That a breach by the Customer of the terms of this Deed, other than as set out in this Deed, in particular in relation to Confidentiality, could cause loss and/or damage to the Company and may lead to proceedings to enforce this Deed and/or proceedings to compensate for any loss or damage to the Company as caused by the Customer.

### This Deed terminates and supersedes any prior oral or written agreements between the parties concerning the Customers Vehicle and the repairs undertaken by the Company and constitutes an entire understanding between them.

# Governing law and jurisdiction

## This Deed is governed by the laws of the State or Territory noted at **Item 5** of the Schedule and the Commonwealth.

## Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the State or Territory noted at **Item 5** of the Schedule and the Commonwealth.

# Severability

## If a provision of this Deed is invalid, illegal or unenforceable it must, to the extent that it is invalid, illegal or unenforceable, be treated as severed from this Deed.

## Severance of a provision will not affect the validity and enforceability of the remaining provisions.

# Whole agreement

## This Deed is the whole agreement between the parties concerning the subject matter. It replaces any prior agreement, arrangement or understanding concerning the subject matter.

# Variation

## No provision of this Deed or right conferred by it can be varied except in writing signed by the Parties.

# Counterparts

## If this document is signed in counterparts then:

### each is deemed an original; and

### together they constitute one document.

# Interpretation

## In this Deed:

### The singular includes the plural and vice versa;

### A reference to a party is to be construed as a reference to a party to this Deed;

### A reference to a document or agreement including this Deed includes a reference to that document or agreement as amended, notated, supplemented, varied or replaced from time to time;

### In the interpretation of this Deed, headings are to be disregarded.

Executed as a Deed

|  |  |  |  |
| --- | --- | --- | --- |
| Signed sealed and deliveredbythe Company  Signed by Mr John Austin in the presence of: | )  )  )  )  ) | |  |
| Signature of Witness |  |  | |
| Print name of Witness |  | ………………………………………..  Date: | |

|  |  |  |  |
| --- | --- | --- | --- |
| Signed sealed and delivered by the Customer  Signed by Amy Wonka in the presence of: | )  )  ) | |  |
| Signature of Witness |  |  | |
| Print name of Witness |  | ………………………………………..  Date: | |

|  |  |  |
| --- | --- | --- |
| **Schedule** | | |
| Item 1 | Date of Deed | 16 July 2019 |
| Item 2 | Company name and details | Australian Automotive Group Pty Limited (ABN 84 088 817 912) of 60 O’Riordan Street Alexandria, NSW, 2015 |
| Item 3 | Customer name and details | Amy Wonka of Unit 45, 120 Victoria Road, Gladesville, NSW, 2111 |
| Item 4 | Settlement Sum | $ . |
| Item 5 | Governing law | New South Wales |