



Australian Government
Department of Health and Ageing

DEED OF MUTUAL TERMINATION

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Health and Ageing

ABN 83 605 426 759

and

SORELL INTEGRATED HEALTH LTD

ABN 28 138 606 729

THIS Deed of Mutual Termination is made on the eleventh day of May 2012

PARTIES:

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), as represented by the Department of Health and Ageing ('the Department') ABN 83 605 426 759

AND

SORELL INTEGRATED HEALTH LTD ABN 28 138 606 729

('the Participant')

RECITALS:

- A. The Commonwealth and the Participant entered into a funding agreement under the GP Super Clinics Program dated 2 March 2010 ('the Funding Agreement').
- B. The Parties now wish to terminate the Funding Agreement on the following terms and conditions.

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed of Mutual Termination, unless the contrary intention appears:

'Termination Time' means the time of execution of this Deed of Mutual Termination by the second party to sign,

and terms defined in the Funding Agreement and used in this Deed of Mutual Termination have the same meaning as provided in the Funding Agreement.

1.2 Interpretation

In this Deed of Mutual Termination headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word including or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

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- (e) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (f) a reference to this Deed of Mutual Termination is a reference to this Deed as varied, novated, ratified or replaced from time to time;
- (g) a reference to a Party, clause, Schedule, exhibit, attachment or annexure is a reference to a Party, clause, Schedule, exhibit, attachment or annexure to or of this Deed of Mutual Termination, and a reference to this Deed includes all Schedules, exhibits, attachments and annexures to it; and
- (h) this Deed of Mutual Termination must not be construed adversely to a Party merely because that Party prepared it or caused it to be prepared.

2 MUTUAL TERMINATION

2.1 Termination

The Parties agree that at the Termination Time the Funding Agreement terminates and will cease to have any further force and effect and, in consequence but subject to this clause 2 and clause 3:

- (a) the Commonwealth releases the Participant from all obligations and liabilities under the Funding Agreement; and
- (b) the Participant releases the Commonwealth from all obligations and liabilities under the Funding Agreement.

2.2 Obligations and liabilities arising before termination

Nothing in this Deed of Mutual Termination releases the Participant or the Commonwealth from any obligation or liability under the Funding Agreement arising before the Termination Time.

2.3 Obligations and liabilities ongoing under the Funding Agreement

Nothing in this Deed of Mutual Termination affects the operation of any clause of the Funding Agreement expressed to survive the expiration or earlier termination of the Funding Agreement.

3 REPORTS

3.1 Audited Financial Statement

The Parties agree that the Participant will submit to the Commonwealth an Audited Financial Statement in respect of the Funds provided under the Funding Agreement

4 REPAYMENT OF FUNDS

4.1 Repayment

The Parties agree that any Funds that have not been spent or Committed in accordance with the Funding Agreement or under clause 6.2 of this Deed will be repaid by the Participant to the Commonwealth

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5 WARRANTIES

5.1 Authority and capacity

Each Party severally warrants to the other Party as at the date of execution of this Deed of Mutual Termination and as at the Termination Time that:

- (a) It has the legal right and full power and capacity to:
 - (i) execute and deliver this Deed of Mutual Termination; and
 - (ii) perform its obligations under this Deed of Mutual Termination, and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;
- (b) this Deed of Mutual Termination constitutes (or will when executed constitute) valid legal and binding obligations of that Party in accordance with its terms; and
- (c) the execution, delivery and performance of this Deed of Mutual Termination by that Party does not and will not result in a breach of or constitute a default under:
 - (i) any agreement to which it is party;
 - (ii) in the case of the Participant - any provision of its constitution; or
 - (iii) any law or regulation or any order or judgment of any court or regulatory authority to which it is a party or by which it is bound.

5.2 Reliance

The Parties acknowledge that in entering into this Deed of Mutual Termination they have each relied on the warranties in clause 5.1.

6 GENERAL

6.1 Amendments

This Deed of Mutual Termination may only be varied by a deed executed by or on behalf of each Party.

6.2

[REDACTED]

6.3 Further acts

Each Party must promptly do, and procure that its employees and agents promptly do, any further acts and execute and deliver all further documents (in form and content

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reasonably satisfactory to that Party) required by law or reasonably requested by the other Party to give effect to this Deed of Mutual Termination.

6.4 Governing law and jurisdiction

This Deed of Mutual Termination is governed by the law applying in the Australian Capital Territory. Each Party irrevocably submits to the non exclusive jurisdiction of the courts having jurisdiction in that Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed of Mutual Termination and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause 6.4.

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THIS DOCUMENT IS EXECUTED AS A DEED:

Signed, sealed and delivered as a deed
for and on behalf of the
COMMONWEALTH OF AUSTRALIA
acting through the
Department of Health and Ageing
ABN 83 605 426 759

Craig Ranner
Name of signatory

Acting Assistant Secretary
Position of signatory

In the presence of:

Katherine Pontifex
Name of witness



Signature



Signature of witness

Signed, sealed and delivered as a deed
by
SORELL INTEGRATED HEALTH LTD
ABN 28 138 606 729

9-5-12
Date

by:

William Costin
Printed name of Director

and:

EDWARD CLAUDE
Printed name of Director

and:

ROBYN GARGELL
Printed name of Director

and:

JENNIFER DAVIS
Printed name of Director



Signature of Director



Signature of Director



Signature of Director



Signature of Director

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