Discussion Paper

Setting aside settlement agreements for past child abuse claims

Submissions of Ellis Legal

1. Should the courts be given the discretion to set aside settlement agreements in relation to historical child abuse claims?

Courts should be given appropriate discretion to set aside past settlement agreements relating to child abuse claims.

In our experience, many survivors have entered into settlement agreements that are manifestly unfair or unjust. We have noted a growing reluctance of institutions to revisit past settlements. This includes Catholic Church institutions, despite the publication in November 2014 by the 'Truth Justice and Healing Council' (the representative body auspiced by 143 of the approximately 195 separate institutions within the Catholic Church in Australia to engage with the Royal Commission into Institutional Responses to Child Sexual Abuse) of '*Guidelines for responding to survivors of child sexual abuse whose claims have been subject to settlements*'. A copy of the Guidelines is attached.

Some unfair or unjust settlements involved compromises because of the application of the *Limitation Act 1969* (NSW) or because of the difficulties involved in identifying an appropriate entity, particularly in the case of religious institutions (the 'Ellis defence'). It is noted that some of the legal barriers to claims have now been removed by section 6A of the *Limitation Act 1969* (NSW) and sections 6I-6P of the *Civil Liability Act 2002* (NSW).

However, in the circumstances that applied in the past, particularly before the commencement of the Royal Commission into Institutional Responses to Child Sexual Abuse, many survivors made unfair settlement agreements as a consequence of other pressures, including:

- a desire to get their claim 'over and done with' because of a lack of emotional and financial resources to continue;
- deficiencies in claim processes and negotiations;
- lack of access to competent and experienced legal representation;
- power imbalances between the survivor and the institution;
- religious or doctrinal authority of the institution over the survivor or his or her family;
- an imbalance of resources between the survivor and the institution;
- a lack of information from comparable cases (because of the legal barriers identified above);
- a lack of information by survivors about their options and legal rights;
- other legal barriers, such as the perceived legal position in relation to vicarious liability of institutions;
- lack of access to information held by the institution;
- lack of information about the perpetrator of the abuse;
- low levels of literacy and education;
- vulnerabilities caused by the psychological impacts of the abuse that the survivor had suffered.

The availability of a clear legislative mandate and mechanism to set aside past settlement agreements would allow courts and parties to give proper consideration to the justice and fairness of the past agreements.

This would have a therapeutic benefit for the survivor. It would also encourage institutions in NSW to develop fairer and more just practices in dealing with survivors' claims. The guidelines developed through the process of setting aside unfair and unjust agreements would be likely to encourage institutions to deal with claims through out-of-court processes that are consistent with those guidelines, thereby further enhancing the confidence of survivors in out-of-court negotiation and agreement and reducing pressure on the Court system.

Our experience has been that there are significant advantages to both survivors and institutions of a tailored informal claims process as compared to formal Court proceedings. An application to a Court in the case of an adult survivor of childhood sexual abuse should be a last resort.

It is important that the processes that have been developed to sensitively deal with such claims and to promote recovery for survivors be protected and enhanced by the proposed reforms where possible. It may disadvantage some survivors if the reforms discouraged agreement and required survivors who had been through an unsatisfactory and re-traumatising claims process in the past to apply to a Court and face an adversarial, contested preliminary dispute over their past settlement agreement.

2. Which definition of 'child abuse' should be used in the proposed reforms:

a. Sexual abuse only (similar to Western Australia)
b. Sexual and physical abuse (similar to 6F(5) or 6H(4) of the Civil Liability Act (NSW))
c. Sexual, physical and other connected abuse (similar to s6A(2) of the Limitation Act (NSW)
d. Some other definition?

The proposed reforms should use a broad definition of "child abuse" consistent with section 6A of the *Limitation Act 1969* (NSW). This would ensure that settlement agreements covering any claim involving child sexual, physical or emotional abuse or neglect would fall withing the remit of the proposed reforms. Of course, setting aside a settlement agreement is only of value to the survivor if the law would support a fresh claim being brought on the facts underlying the agreement.

3. Should the courts be given the discretion to set aside:

a. settlements for claims that were statute barred at the time the settlement was entered into;
b. settlements entered into where there was no proper defendant for a claim;
c. settlements entered into in other circumstances that might mean the settlement was unjust or unfair?

Courts should be permitted to set aside any settlement agreement that was unjust or unfair at the time it was entered into. This would acknowledge that there are circumstances beyond the strict legal barriers removed by section 6A of the *Limitation Act 1969* (NSW) and sections 6I-6P of the *Civil Liability Act 2002* (NSW) that might render a settlement agreement unjust or unfair.

The reforms should not limit any rights that a survivor would already have to set aside an unfair agreement (e.g under the *Contracts Review Act 1980* or on other legal or equitable grounds). A broader discretion is more likely to achieve the policy rationale behind the reforms and ensure that the full circumstances of the survivor and the settlement agreement are properly examined and considered. Limiting the discretion to defined factors would disadvantage survivors who could not point to clear evidence of the influence of a particular factor in the agreement to settle their claim.

A broader discretion is also more likely to enhance out-of-court process of negotiation and agreement between parties by broadening the consideration of the circumstances of the survivor when entering into the past agreement and giving primacy to the principles of fairness and justice.

4. Should the courts' discretion be defined by referring to settlement agreements entered into before 1 January 2019? If so, should there be any limitations on this discretion?

For the reasons stated in our reply to question 3, this is neither necessary nor appropriate if the grounds for review are not limited to the removal of limitation defences and the Ellis defence.

While it would be hoped that in the aftermath of the Royal Commission into Institutional Responses to Child Sexual Abuse (and given the recent legal reforms in NSW) claims by survivors would now be dealt with fairly and justly by institutions, this cannot be taken for granted. Survivors will continue to face significant barriers to justice quite apart from the legal barriers that have now been removed and there must be a safety net to protect the most vulnerable survivors from being taken advantage of.

As just one example, it is not difficult to envisage a survivor who was dealing with an institution directly after 1 January 2019 in ignorance of the fact of the legal reforms that commenced on that date or the relevance of those reforms to their claim.

5. Which test should the legislation provide for the exercise of the court's discretion to set aside a settlement agreement:
a. 'just and reasonable' (Qld, Western Australia and Vic test);
b. 'in the interests of justice' (Tas test);
c. 'if just to do so' (Contracts Review Act (NSW) test); or
d. some other test?

In our submission, the test should be whether it is 'just and reasonable' to set aside the settlement in the circumstances of the particular agreement. No additional criteria should be prescribed.

Consistency in the form of the test with that to be applied under the *Limitation Act* and with the tests applied in Queensland, Western Australia and Victoria will allow courts and parties in NSW to make use of the interpretation and application of the test in those other jurisdictions.

A broader discretion is also more likely to enhance out-of-court process of negotiation and agreement between parties by broadening the consideration of the circumstances of the survivor when entering into the past agreement and giving primacy to the principles of fairness and justice.

6. Should criteria be prescribed that the court must consider in applying the above test? If so, what should these be?

The circumstances of survivors vary greatly and there should be an ability for all unfair and unjust settlements to be set aside, whatever the source of the inequity or injustice. A mechanical application of prescribed criteria will not achieve that purpose. Because of this, our submission is that there should be no prescribed criteria.

However, the Courts may benefit from guidance in terms of the types of factors that *could* be taken into account. It is suggested that a non-prescriptive list of considerations be included in the legislation or (preferably) published by regulation.

If this course is adopted, the list of considerations should be as broad as possible. The criteria adopted under the *Contracts Review Act* could be adopted as a starting point. Regard should also be had to the findings of the Royal Commission into Institutional Responses to Child Sexual Abuse in specifying any indicative circumstances of injustice or inequity.

The specific matters raised in the Tasmanian legislation provide useful guidance. The amount of the settlement payment is an important consideration and should be specified as a factor to be taken into account. Compare the 'Truth Justice and Healing Council' guidelines allowing re-opening of a settlement where '*the amount or amounts paid to, or on behalf of, the claimant was not, or were not, fair and reasonable having regard to the severity of the abuse and its effects on the claimant*.'

However, in our view Sections 5C(3)(b) and (c) of the *Limitation Act 1974* (Tas) do not go far enough. The Royal Commission into Institutional Responses to Child Sexual Abuse identified a number of defects in the responses of institutions to claims (particularly under internal redress schemes). In broad terms, such schemes were often inherently unfair to survivors of abuse because of a number of inter-related factors. Limiting the consideration to specific conduct of an institution and assessing whether that specific conduct was 'oppressive' is likely to fail to assess the true position of a survivor in dealing with the institution. The same may be said of measuring the '*strength of the bargaining positions*' if that is done by applying the usual criteria of assessing whether the survivor was legally represented or how strongly his or her case was pursued.

In relation to this, the psychological and emotional circumstances of the survivor (that are likely to have arisen as a consequence of the abuse) and the power relationship between the institution and the survivor (having regard, as applicable, to the religious and doctrinal hegemony of the institution) have been, in our experience, important factors in many survivors entering into unfair settlements. These factors often affect the real 'bargaining position' of the survivor to the detriment of the survivor.

There should be a clear indication in the legislation that any list of criteria does not limit the circumstances in which a settlement agreement may be considered to be unfair or unjust. Regard to the purpose of the legislation should be mandated.

A related question is whether a 'just and reasonable' test in these reforms should require (or permit) a Court to consider the interests of the institution (the 'paying party' or releasee under the settlement agreement). Our submission is that this should not be permitted.

As identified in the discussion paper, allowing a deed to be set aside is arguably inherently unfair to the institution. It had the benefit of finality and this is to be unwound. Accordingly, any consideration of the effect upon the institution of setting aside the settlement agreement would inevitably defeat the purpose of the reforms.

In our submission, therefore, once it is determined that the settlement agreement was unfair or unjust for the survivor, the institution should not retain a residual right to have its interests considered in any balancing of the fairness, justice or reasonableness of setting the agreement aside.

It is noted that in out-of-court process of negotiation and agreement, parties will look to the legislative framework. A restrictive framework will itself be likely to lead to further injustice or

inequity and will also be likely to increase pressure on the Court system to decide matters that would otherwise be capable of an out-of-court resolution.

We repeat the earlier submission that the reforms should be a mechanism to encourage institutions in NSW to develop fairer and more just practices in dealing with survivors' claims. The guidelines developed through the process of setting aside unfair and unjust agreements would be likely to encourage institutions to deal with claims through out-of-court processes that are consistent with those guidelines, thereby further enhancing the confidence of survivors in the process of out-of-court negotiation and agreement and reducing pressure on the Court system.

7. If a settlement agreement entered into in relation to child abuse and other causes of action does not set out the amount paid with respect to child abuse, should the potential reforms specify what portion of the settlement amount is to be taken into account as a payment for child abuse? Alternatively, should this be left to the courts' discretion?

Apportioning a settlement amount between child abuse and other causes of action should be a matter for the discretion of the Courts, based on the evidence in the particular case. This approach allows the individual circumstances of each case to be properly considered by Courts

Most settlement agreements stipulate for the payment of a total lump sum, inclusive of the claimant's legal costs and statutory repayments. It will be important that the portion of the settlement amount that is taken into account as a payment for child abuse under the proposed reforms does not include any amount for the survivor's legal costs or for statutory repayments (e.g to Medicare) that were included in the total settlement amount.

The approach of the National Redress Scheme is an appropriate model for this. Under the Scheme, amounts paid for legal costs and statutory repayments are excluded when calculating the net amount of past payments to claimants to be credited against any award under the Scheme.

In some cases, it may not be possible for the claimant to substantiate the amount for legal costs. Solicitors in NSW will generally not keep records beyond the 7 years required by rule 14.2 of the *Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015* (NSW). In this case, a Court will need to make a decision based on the available evidence.

8. If the courts are given the discretion to set aside a settlement agreement, should they also have the discretion to set aside orders, judgments, and other contracts or agreements (excluding insurance contracts) giving effect to the set aside settlement agreement?

The effect of an order setting aside a settlement agreement should be to render that agreement void *ab initio.*

Accordingly, the proposed reforms should provide the court with discretion to set aside any related court orders giving effect to (or otherwise arising from) the settlement agreement and any other contracts or agreements giving effect to the set-aside agreement. This approach will overcome issues of *res judicata* or cause of action estoppel that may weaken the survivor's negotiating position when revisiting the underlying claim and seeking a fair and just resolution of that claim.

Setting aside related agreements will place all parties in the position that they would have been but for the unjust or unfair agreement and will be necessary in appropriate circumstances in order to achieve the purpose of the reforms.

9. Are there any other issues that stakeholders have identified in relation to the interaction between the potential reforms and the National Redress Scheme?

We make no submission in relation to this issue and adopt the position set out in the Discussion Paper.

10. Should any other categories of settlement be excluded?

No other categories of settlement agreement should be excluded from the application of the reforms. All unjust and unfair settlement agreements should be capable of being set aside.

11. Should the potential reforms be limited so that only the person who received payment under a settlement agreement can apply to have the settlement agreement set aside?

It may be appropriate to limit standing to the survivor of abuse (the releasor under the settlement agreement) or those acting for or through the survivor or with the consent of the survivor. This should include a financial manager of the survivor's affairs where a financial management order is in place. Proceedings may also be brought through a tutor or litigation guardian.

The policy reasons for not permitting an application once the survivor has died are understood. However, where a survivor has made an application to set aside a settlement agreement, it ought to be permitted for those proceedings to be continued on behalf of the estate of the survivor by a legal personal representative of the estate should the survivor die while proceedings are pending.

The Royal Commission into Institutional Responses to Child Sexual Abuse recognised the inter-generational impacts of child abuse. Setting aside an unfair or unjust settlement agreement may be an important step for the family of the survivor in breaking the intergenerational transmission of the survivor's trauma.

In some cases, it may be appropriate for an insured (being the 'paying party' under the settlement agreement) to have standing to bring an application to set aside the settlement agreement in order to seek indemnity from its insurer for any fresh claim brought by the survivor. This should require the consent of the survivor and such consent may be given on a condition of an indemnity by the insured for any costs of the application and protection from any adverse costs order.

For the avoidance of doubt, a paying party (the releasee under the settlement agreement) should in no circumstances be entitled to seek to set aside a settlement agreement on the basis that the agreement was unfair to that paying party.

12. Are there any further issues that stakeholders wish to raise in relation to the potential reforms?

Repayment of settlement amounts
If a settlement agreement is set aside, this should be on the basis that there is no obligation by the survivor to repay any amounts received under the set-aside agreement. If the payment was above a statutory minimum amount, the nett amount of the payment made (after deduction of any amounts included for legal costs or statutory repayments) should be taken into account in any fresh proceedings by the survivor.

A statutory minimum should be specified by regulation. Many settlement agreements were entered into by institutions under their internal 'redress' schemes for payments of amounts of $5,000-$20,000 that had no proper regard to the seriousness of the impacts that the survivor of abuse had experienced. Payments of an unreasonably low magnitude having regard to the serious and lifelong impacts of childhood abuse should be ignored in any fresh proceedings by the survivor. Consideration could be given to specifying different thresholds for different periods.

The rationale for this is that because of the finding that the settlement agreement was unfair or unjust, such unreasonably low payments should not be considered as having been in any real sense a payment of damages or compensation. Rather, the payment should be seen as an *ex gratia* payment that was not related to the harm suffered by the survivor. In this way, ignoring the payment in any subsequent proceedings would not offend the principle in *Livingstone v Rawyards Coal Co* (1880) 5 App Cas 25.

For amounts above the statutory minimum, there should be no grossing up or CPI adjustment of the amount paid under the under the set-aside agreement. Monies received under unfair agreements were most commonly used by survivors to meet basis needs and it would be unfair for any adjustment to be applied on the usual justification that the survivor has had the use of the money in the interim.

Specialist list?
Given the complexity of the issues involved in determining whether a settlement agreement was unfair or unjust, there is much to be said for the establishment of a specialist list to determine applications under the proposed reforms

Setting aside settlement agreements by consent of the parties
The legislation should include provision for parties to agree to set aside a settlement agreement on the basis that it is unfair or unjust.

Costs
While the Courts should retain an ultimate discretion regarding costs, there should be a presumption that a survivor who is successful in an application to have a settlement agreement set aside should be entitled to his or her costs of that application against the institution who has opposed the application.

In some of the cases relating to applications for an extension of time under the previous *Limitation Act* provisions (i.e before the 2016 reforms), it had been argued that the plaintiff, having sought an indulgence of the Court, should pay not only his or her own costs but those of the unsuccessful respondent [*Holt v Wynter* (2000) 49 NSWLR 128, *Yu v Speirs* [2001] NSWCA 373].

This principle should have no application under the proposed reforms. The intention is to enact beneficial legislation to redress a past injustice. Accordingly, costs should follow the event.

In appropriate cases, there should be the ability for a Court to award indemnity costs against an institution that has unreasonably opposed an application to set a settlement agreement aside.

Ellis Legal Lawyers & Advocates
14 April 2020

TRUTH
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GUIDELINES FOR RESPONDING TO REQUESTS FROM SURVIVORS OF CHILD SEXUAL ABUSE WHOSE CLAIMS HAVE BEEN SUBJECT TO SETTLEMENTS

Background

The Catholic Church in Australia is deeply ashamed that some of its priests, religious and other personnel have sexually abused children. The Church acknowledges that many of those abused carry the impact throughout their lives and, as a result, require ongoing support and assistance. Some have had recourse to the Church's pastoral response programs, *Towards Healing* and the *Melbourne Response*, to obtain some measure of redress. Others have taken civil action to obtain redress.

However, several in both categories say that the redress provided to them has been insufficient having regard to the severity of the abuse they suffered and the effect it has had upon them. They have requested Church authorities to review the settlements arrived at in their cases.

Purpose of the guidelines

The guidelines set out below have been prepared by the Truth Justice and Healing Council (***the Council***) and endorsed by the Supervisory Group to assist dioceses and religious orders respond to any requests by individuals to review settlements previously made with them.

The guidelines do not cover cases where compensation has been paid under the *Melbourne Response*. The issue of how those cases should be reviewed is under consideration in the review of the *Melbourne Response* presently being undertaken by the Hon Donnell Ryan QC.

Context in which the guidelines have been prepared

In submissions to the Royal Commission into Institutional Responses to Child Sexual Abuse, the Church has, through the Council, publicly supported the establishment of an independent national redress scheme funded by both government and non-government institutions to deliver redress to survivors of child sexual abuse. The Council has recommended that the scheme make provision for the amount of any prior settlement to be set off against the amount of any redress which the applicant receives under the scheme.

However, it may be some years before any recommendation by the Royal Commission for the establishment of a redress scheme is implemented.

The Council recognises that the needs of some individuals who were abused are such that their requests for review of settlements require a more immediate response by Church authorities. The guidelines set out below are intended to assist that response.

Guidelines

1. A claimant who made a previous claim under *Towards Healing* that was not accepted should be directed to the relevant Professional Standards Office for the claim to be considered again under *Towards Healing*.

PO Box 4593, Kingston ACT 2604
Ph: 02 6234 0902 | Fax: 02 6234 0999

2 A previous claim under *Towards Healing* or at common law that was determined or settled, whether or not a deed of release was entered into, may be re-opened if:

(a) the Church authority considers that the process in which the determination was made or the settlement was reached was inadequate or unfair, whether because of the process followed at the assessment or determination stage or the lack of opportunity given to the claimant to obtain advice before the claim was determined or settled or for any other reason; or

(b) the Church authority considers that the amount or amounts paid to, or on behalf of, the claimant was not, or were not, fair and reasonable having regard to the severity of the abuse and its effects on the claimant.

3 Matters which the Church authority may take into account in making an assessment pursuant to guideline 2(b) include:

(a) the value of any support and assistance which, in addition to any lump sum payment or payments, the Church authority provided or funded for the claimant or members of his or her family; and

(b) the amount of any reasonable legal costs incurred by the claimant in pursuing the claim for which the claimant was not reimbursed.

Note: Monetary amounts considered under these guidelines should be adjusted to their present-day value using the inflation calculator of the Reserve Bank of Australia at www.rba.gov.au/calculator.

Exclusions

The guidelines are not intended to operate if the claimant's previous claim was determined by a court or if the settlement of the claim was approved by a court.

The guidelines are not intended to operate if the claimant's previous claim was dealt with under *Towards Healing* and the Church authority is satisfied that the claimant had available to him or her a relevant process for seeking review under that protocol but did not do so.[1]

Insurance

In applying the guidelines, a Church authority should be aware that indemnity may not be available from its insurer to cover any further payment to a claimant and therefore the payment would be at the expense of the Church authority. The insurer is likely to take the view that, if there has been a prior settlement and a deed of release has been signed, the Church authority has no right to further indemnity.

November 2014

[1] A review of process, not subject to any time limitation, was available under *Towards Healing* 1996. A review of process, subject to a 3-month time limitation, was available under *Towards Healing* 2000. Since 2007, a review of process and findings, subject to a 3-month time limitation, has been available under *Towards Healing*.

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Authorising Church Bodies

The following Catholic Church bodies authorised the Truth Justice and Healing Council to represent them during the Royal Commission process:

Dioceses

Archdiocese of Adelaide
Archdiocese of Brisbane
Archdiocese of Canberra-Goulburn
Archdiocese of Hobart
Archdiocese of Melbourne
Archdiocese of Perth
Archdiocese of Sydney
Diocese of Armidale
Diocese of Ballarat
Diocese of Bathurst
Diocese of Broken Bay
Diocese of Broome
Diocese of Bunbury
Diocese of Cairns
Diocese of Darwin
Diocese of Geraldton
Diocese of Lismore
Diocese of Maitland-Newcastle
Diocese of Parramatta
Diocese of Port Pirie
Diocese of Rockhampton
Diocese of Sale
Diocese of Sandhurst
Diocese of Toowoomba
Diocese of Townsville
Diocese of Wagga Wagga
Diocese of Wilcannia-Forbes
Diocese of Wollongong
Eparchy of Ss Peter & Paul Melbourne
Maronite Catholic Diocese of St Maroun
Military Ordinariate of Australia
Personal Ordinariate of Our Lady of the Southern Cross

Religious Institutes

Adorers of the Blood of Christ
Augustinian Recollect Sisters
Augustinian Sisters, Servants of Jesus & Mary
Australian Ursulines
Benedictine Community of New Norcia
Blessed Sacrament Fathers
Brigidine Sisters
Canons Regular of Premontre (Norbertines)
Canossian Daughters of Charity
Capuchin Friars
Christian Brothers
Cistercian Monks
Columban Fathers
Congregation of the Mission – Vincentians
Congregation of the Most Holy Redeemer – Redemptorists
Congregation of the Passion – Passionists
Congregation of the Sisters of Our Lady Help of Christians
Daughters of Charity
Daughters of Mary Help of Christians
Daughters of Our Lady of the Sacred Heart
Daughters of St Paul
De La Salle Brothers
Discalced Carmelite Friars
Dominican Friars
Dominican Sisters of Eastern Australia & The Solomons
Dominican Sisters of North Adelaide
Dominican Sisters of Western Australia
Faithful Companions of Jesus
Family Care Sisters
Franciscan Friars
Franciscan Missionaries of Mary
Franciscan Missionaries of the Divine Motherhood
Franciscans of the Immaculate
Holy Cross Congregation of Dominican Sisters
Holy Spirit Missionary Sisters
Hospitaller Order of St John of God
Institute of Sisters of Mercy Australia & PNG
Loreto Sisters
Marist Brothers
Marist Fathers Australian Province
Marist Sisters – Congregation of Mary
Ministers of the Infirm (Camillians)
Missionaries of God's Love
Missionaries of the Sacred Heart
Missionary Franciscan Sisters of the Immaculate Conception
Missionary Sisters of Mary Queen of the World
Missionary Sisters of St Peter Claver
Missionary Sisters of Service
Missionary Sisters of the Sacred Heart
Missionary Sisters of the Society of Mary
Missionary Society of St Paul
Oblates of Mary Immaculate
Order of Brothers of the Most Blessed Virgin Mary of Mount Carmel (Carmelites)
Order of Friars Minor Conventual
Order of Saint Augustine
Order of the Friar Servants of Mary (Servite Friars)
Our Lady of the Missions
Patrician Brothers
Pious Society of St Charles – Scalabrinians
Poor Clare Colettines
Presentation Sisters – Lismore
Presentation Sisters – Queensland
Presentation Sisters – Tasmania
Presentation Sisters – Victoria
Presentation Sisters – Wagga Wagga
Presentation Sisters – Western Australia
Religious of the Cenacle
Salesians of Don Bosco
Salvatorian Fathers – Society of the Divine Saviour
Secular Institute of the Schoenstatt Sisters of Mary
Servants of the Blessed Sacrament
Sisters of Charity of Australia
Sisters of Jesus Good Shepherd "Pastorelle"
Sisters of Mercy Brisbane
Sisters of Mercy North Sydney
Sisters of Mercy Parramatta
Sisters of Nazareth
Sisters of Our Lady of Sion
Sisters of St Joseph
Sisters of St Joseph of the Apparition
Sisters of St Joseph of the Sacred Heart
Sisters of St Joseph, Perthville
Sisters of St Paul de Chartres
Sisters of the Good Samaritan
Sisters of the Good Shepherd
Sisters of the Holy Family of Nazareth
Sisters of the Little Company of Mary
Sisters of the Resurrection
Society of African Missions
Society of the Catholic Apostolate (Pallottines)
Society of Jesus
Society of St Paul
Society of the Divine Word Australian Province
Society of the Sacred Heart
Sylvestrine-Benedictine Monks
Ursuline Missionaries of the Sacred Heart
Verbum Dei Missionary Fraternity

Other Entities

Australian Catholic Bishops Conference
Catholic Religious Australia
Catholic Church Insurance Limited
National Committee for Professional Standards
Prelature of the Holy Cross and Opus Dei
Professional Standards Office Tasmania
Professional Standards Office NSW/ACT
Professional Standards Office NT
Professional Standards Office Qld
Edmund Rice Education Australia
Good Samaritan Education
Kildare Ministries
Loreto Mandeville Hall Toorak
Trustees of Mary Aikenhead Ministries