Anglican Church Property Trust Diocese of Sydney

**Model limitation of trustee liability clause**

The Anglican Church Property Trust Diocese of Sydney (**Trustee**) enters into and performs this [agreement/deed/document] and the transactions it contemplates only as [trustee of the ACPT-[Parish] Trust held under the *[Parish] Trust Ordinance 20##* OR insert name of other trust] (**Trust**). Any liability or right of indemnity in respect of any matter, thing, act or omission (including negligence) arising from this [agreement/deed/document] or those transactions - whether actual, contingent or of some other kind - (in this clause called the “liability”) on the part of the Trustee:

1. is not personal (and no proceedings may be brought to have the Trustee wound up);
2. is at all times limited to the extent it can be satisfied out of the assets of the Trust; and
3. the Trustee need not pay any such liability out of other assets.

In relation to any given liability, amounts which are not Trust assets, and which have been actually received by Trustee to indemnify it against that liability will be taken to be assets of the Trust (but no other party will have any rights in respect of any such indemnity). If there is any inconsistency between the provisions of this clause and the [agreement/deed/document] then the provisions of this clause will apply to the extent of that inconsistency.