

EXPLANATORY NOTES:¹

1. Clause 1 does not take away whatever rights you or the student may have to sue the Church even though you accept the offer.
2. Clause 2 simply merges the offer with any damages you may get from any legal action so that the Church does not pay twice for the same issue.
3. Clause 3 allows you to keep any part of the offer which exceeds any damages you may get.
4. Clause 4 simply requires the Church to make up the difference between any damage amount and the offer if the damages are more than the offer.
5. If the offer is considered by a government authority as "compensation" the Church may have a legal obligation to withhold a small part of the offer pending a government decision as to whether it is entitled to be reimbursed for other government welfare payments and support you have received.
6. It is possible (but the Church cannot advise you any more specifically) that the offer may be taxable as a capital gain or other form of income. There is nothing the Church can do to eliminate that possibility and strongly recommends you take your own advice on that issue.
7. If you or your child have been or are receiving any Disability Support Pension or other form of pension, the offer may have to be accounted for in the means and assets test for your continuing level of eligibility for that pension. You will need to talk to Centrelink about that.
8. The Church has been willing and very prepared to provide interim support for many students and families while the issues of what happened and to whom have been investigated by the police and others. Many families have received counselling and other assistance. Because the Church is now in a position to make this specific offer, in fairness this interim financial support provided will conclude.

All that interim support will cease on 23rd November 2003 or on acceptance and payment of this offer.
9. Because of the numerous implications of accepting the offer, the Church is most concerned that your acceptance should be made with a full understanding of these implications.
10. The Church does not admit any liability for the actions of Brian Perkins and if you do take any legal proceedings against it, it will be entitled to defend the proceeding in the normal way.
11. The Church needs to be satisfied that in paying the amount offered to you for the student you are legally able to accept it on behalf of the student. For example, if you are a parent or parents, copies of birth certificates will be sufficient. If you are guardians, we will need to sight some copies of certificates evidencing your appointment as guardians. The copies of those documents may be posted back with the letter of acceptance.

You will need to provide personal identification (much the same as you do when opening a bank account) in the form of a passport or driver's licence.

To provide personal identification you may contact the Professional Standards Office at the Church Office (telephone 8223 5890) so a convenient appointment can be made for that purpose.

¹ These explanatory notes are for your assistance only and are not part of the Form of Acceptance. They do not limit or extend the operation of the Form of Acceptance