

FORM OF ACCEPTANCE

Catholic Church
 Archdiocese of Adelaide
 39 Wakefield Street
 Adelaide SA 5000
 ("Church")

St Ann's Special School
 37 Finnis Street
 Marion SA 5043
 ("School")

I/we as the lawful guardian(s) of the former **School** student accept for and on behalf of Nicky the payment by the **Church** of \$50,000 ("**Payment**") as a gesture of goodwill, pastoral support and assistance.

I/we acknowledge and agree that:-

1. In accepting the **Payment** for and on behalf of we are doing so without prejudice to the rights (if any) at civil law may have against the **Church** or the **School** arising out of any acts or omissions on the part or at the instigation of Brian Perkins or any other person against during the period 1986 to 1991;

2. In accepting the **Payment** on behalf of I/we undertake that if (or anyone claiming through or on behalf of) is awarded any damages (or other compensation), costs, interest or other remedy ("**Award**") in any legal proceedings which (or anyone claiming through or on behalf of) may take against the **Church** or the **School** in respect of any actual or alleged abuse, indecency or other tortious act against by or at the instigation of Brian Perkins or any other person when was a student at the **School** at any time between 1986 and 1991, the **Payment** will be set off against and in all respects will be credited as payment or part payment (as the case may be) of that **Award** with the intention and with the effect that this acceptance will be a discharge to the **Church** and to the **School** in respect of payment or satisfaction (and may be pleaded in bar to recovery) of the **Award** to the extent of the **Payment**;

3. If the **Award** is less than the amount of the **Payment**, I/we and are not obliged to refund to the **Church** the amount by which the **Award** is less than the **Payment**;

4. If the **Award** is more than the amount of the **Payment**, I/we and will only be entitled to recover from the **Church** or the **School** in respect of that **Award** the amount by which the **Award** exceeds the **Payment**;

5. If the **Church** or the **School** has any lawful obligation to withhold from the **Payment** any amounts pursuant to the Health and Other Services (Compensation) Act 1995, the **Church** or the **School** will do so and advise me/us of that withholding at the time the **Payment** is made to me/us;

If the **Award** imposes an obligation to make a payment pursuant to the Health and Other Services (Compensation) Act 1995, I/we will discharge those obligations on behalf of and indemnify the **Church** and the **School** against them;

6. If there are any taxation or other obligations in respect of the **Payment**, I/we will discharge those obligations on behalf of and indemnify the **Church** and the **School** against them;

7. The **Payment** may have to be taken into account as part of our or "income amount" for the purposes of an income and assets test for our or eligibility for a Disability Support Pension or for any other form of pension paid or payable to us or to through Centrelink or any other Government agency;

8. Any financial, counselling or other interim support I/we and LC have been receiving from the Church or from any of its agencies is merged in the Payment and will cease on the signing and return of this acceptance or on 23rd November 2003 (whichever first occurs);

9. We have been encouraged to take (and have had every reasonable opportunity to take) our own separate legal and other advice before signing this acceptance as to the implications of doing so;

10. The Payment is accepted by me/us for and on behalf of LC without any admission of liability by the Church or by the School to make the Payment; and

11. Before receiving the Payment, I/we will satisfy the Church that LC does not have the legal capacity to sign this acceptance personally, that I am/we are the lawful guardian(s) of LC and that I/we have lawful authority to sign this acceptance on behalf of LC

Dated: 12th November 2003
LM

Accepted by:
LM
(print full names)

Signed:
LM

Address:
REDACTED

PLEASE NOTE:

Attached is an explanatory note providing additional information in relation to this document.