

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")

We as the lawful guardian(s) of the former School student accept for and on behalf of the payment by the Church of \$75,000 ("Payment") as a gesture of goodwill, pastoral support and assistance.

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 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, 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, 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, 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, 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 ~~we~~ and 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 without any admission of liability by the **Church** or by the **School** to make the **Payment**; and

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

Dated: 2003

Accepted by: ~~AND~~

(print full names)
Signed:

Address:

PLEASE NOTE:

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

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