

COPY

## 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 LH [ ] accept for and on behalf of LH [ ] the payment by the Church of \$100,000 ("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 LH [ ] we are doing so without prejudice to the rights (if any) at civil law LH [ ] 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 LH [ ] during the period 1986 to 1991;

2. In accepting the Payment on behalf of LH [ ] I/we undertake that if LH [ ] (or anyone claiming through or on behalf of LH [ ]) is awarded any damages (or other compensation), costs, interest or other remedy ("Award") in any legal proceedings which LH [ ] (or anyone claiming through or on behalf of LH [ ]) may take against the Church or the School in respect of any actual or alleged abuse, indecency or other tortious act against LH [ ] by or at the instigation of Brian Perkins or any other person when LH [ ] 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 LH [ ] 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 LH [ ] 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 LH [ ] 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 LH [ ] and indemnify the Church and the School against them;

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

8. Any financial, counselling or other interim support I/we and LH 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 LH 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 LH does not have the legal capacity to sign this acceptance personally, that I am/we are the lawful guardian(s) of LH and that I/we have lawful authority to sign this acceptance on behalf of LH.

Dated: 8 December 2003

Accepted by: NL

LH

(print full names).

Signed: ... NL

LH

Address REDACTED

*Clive V. Ansell*  
CLIVE V. ANSELL  
FOR PUBLIC TRUSTEE

LH

PLEASE NOTE:

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

PUBLIC TRUSTEE  
GPO BOX 126  
ADELAIDE SA 5001