Document 1

Australian Government
Department of Education

MS25-000249
Ministerial Submission
Urgent/High Complexity

To	**Minister for Education**
Subject	**Hindu School - Determination under s74 of the Act - Hindu Education and Cultural Centre Limited (HEACC)**
Action date	**Please action by 4 November 2025**. The reason is to provide sufficient time to make payments in line with the proposed payment schedule should you approve HEACC as an Approved Authority.

Recommendations - That you:

1) **approve** HEACC as the Approved Authority for the proposed Hindu School in the public interest under s74 of the *Australian Education Act 2013* (the Act) with a time-limit of 31 December 2026 and Conditions on Approval outlined at Attachment A	**approved / not approved**
2) **sign** the s74 Determination at Attachment A	**signed / not signed**
3) **approve** the public notice for the s74 approval at Attachment G	**approved / not approved**
4) **approve** the amendments to the Capital Grants Program (CGP) Guidelines to include the proposed Hindu School at Attachment B	**approved / not approved**
5) **sign** the Determination to give legal effect to the amended CGP Guidelines at Attachment C	**signed / not signed**
6) **approve** the supporting Explanatory Statement for the amended CGP Guidelines at Attachment D	**approved / not approved**
7) **sign** the Notice of Decision for HEACC at Attachment E	**signed / not signed**
8) **agree** the proposed payment schedule to the Association of Independent Schools NSW (AISNSW) for funding to HEACC for the proposed Hindu School at Attachment F.	**agreed / not agreed**

Signature: ______________________ 4 / 11 / 2025

Comments

Executive summary

1. The purpose of this brief is to seek your decision on the proposed approval of HEACC as an approved authority under section 74 of the Act – see Attachment A.
2. Approval of HEACC is required to enable $8.9 million in funding to be provided under the Act through AISNSW in its role as project co-ordinator — to facilitate with HEACC the construction of Phase 1 of the proposed Hindu School (Foundation-Year 2), and progress non-government school registration with the New South Wales (NSW) Education Standards Authority (NESA) to operate the school.

3. The Department of Education has received submissions from Periyar Ambedkar Thoughts Circle of Australia (PATCA), and Alliance Against Islamophobia (AAI) communicating significant objection to HEACC and the organisation's fitness and propriety. A summary of their submissions and the department's assessment is at Attachment H. Further details on these matters are below under 'Approval of HEACC'.

4. Should you approve HEACC as an approved authority, a Notice of Decision has been drafted for your signature at Attachment E and the required public notice of that approval is at Attachment G.
5. Amendments are also required to be made to the CGP Guidelines for targeted project governance requirements on AISNSW and HEACC — see Attachment B.

Key points

Approval of HEACC

6. Generally, under the Act, for an entity to be approved as an approved authority it must meet the basic requirements for approval as set out in s75. One of these basic requirements is that the entity is registered by the relevant state or territory to operate its school(s).
7. In circumstances where an entity does not meet one or more of these basic requirements, the Minister for Education has capacity under s74 to exempt the unmet requirement and approve the entity as an approved authority in the public interest.
    a. Note as s74 is non-delegable you as decision maker should consider all relevant information. The department has provided you with the information we have assessed as relevant but it is open to you to request further, relevant information to make your decision.
    b. If such approval is provided, public notice of that decision must be published with 7 days.
8. HEACC is not currently able to obtain NSW registration to operate the proposed Hindu School. In order to do so, HEACC requires financial assistance from the Australian Government to progress construction of the school and meet the associated registration requirements of NESA.
9. Given this, your approval is proposed to be sought under s74 of the Act on the basis that it is in the public interest to approve HEACC as an approved authority, and exempt it from the requirement to have obtained NESA registration to operate at this time.
10. Note, the proposed conditions on approval specify that HEACC must not commence providing school education to students until NESA registration is in place — see Attachment A. Further to this, once NESA registration is obtained, the exemption would be removed.
11. In order to approve HEACC, you must also be satisfied that it meets the remaining basic requirements for approval and the associated requirements in s77 (ongoing policy requirements) and s78 (ongoing funding requirements) of the Act.

Public Interest

12. The department considers that there is a strong public interest in approving HEACC.
    a. The school would ensure that families in Western Sydney have choice and availability in accessing school education that has a cultural-basis within the Hindu faith.
    b. The inherent public value in providing access to a Hindu School in Western Sydney, noting that no such school exists at this time.
    c. There is strong interest from the growing Hindu community in such faith-based education.
    d. The decision aligns with the Government's commitment to supporting parental choice and diversity in the schooling system.

Basic Requirement for Approval – Body Corporate

13. HEACC must be a Body Corporate. Evidence of incorporation as a company was provided by way of the Australian Securities and Investments Commission Certificate of Registration of a Company at Attachment J1.

Basic Requirement for Approval – Not-for-Profit

14. HEACC's not-for-profit status has been confirmed through its Company Constitution at Attachment J2, and registration as a charity with the Australian Charities and Not-for-profits Commission (ACNC) at Attachment J3.

15. The department has further reviewed HEACC's Conflict of Interest Policy at Attachment J4, and considers that conflicts of interest at HEACC are able to be appropriately managed.

16. Notwithstanding the above, s 47G(1)(a)

s 47G(1)(a), s 47C(1)

s 47G(1)(a) ACNC

do not require a contract to be in place for loans provided in good faith but do require a record of the transaction be kept for 7 years and produced if requested.

s 47C(1), s 47G(1)(a)

As a result of this, the department has proposed conditions on the approval of HEACC requiring all future loans to be fully documented and a Business Manager be appointed within 6 months– see Attachment A. s 47G(1)(a)

s 47G(1)(a), s 47C(1)

17. As additional risk mitigation, the department has specified through the amendments to the CGP Guidelines that any funding provided for the construction of the proposed school must not be used for the repayment of loans, including but not limited to loans relating to the purchase of land for the school – see Attachment B.

Basic Requirement for Approval – Financial viability

18. The department has considered HEACC's financial statements for the 2023–24 and 2024–25 financial years at Attachment J5. The department has also met with and discussed the financial statements with HEACC and are of the view that the financial statements indicate that HEACC's liabilities do not exceed its assets. This assessment is supported by the Schools Financial Assurance team.

19. In addition, under subsection 75(6) of the Act, any financial assistance that may become available for HEACC from the Government can be included for the purposes of considering financial viability. This means that funding for the proposed school can be included as part of financial viability considerations.

20. As additional risk mitigation, the department has included conditions on approval at Attachment A, specifically conditions 5 and 6, that ensure that HEACC will maintain viability by utilising best practice financial management.

Basic Requirement for Approval – Fit and Proper

21. HEACC appears to be fit and proper based-on the following factors.
    a. Its governance structure including Company Constitution, Board Members, Conflict of Interest Policy, as well as improvements in school education expertise that would arise from the proposed conditions on approval – see Attachment A.
    b. It does not have any debts due to the Government in relation to the provision of school education, has a stable record of financial management, and has not been declared bankrupt, insolvent, or placed under external administration.

c. Key individuals of HEACC completed personal declarations regarding their background (e.g. bankruptcy, criminal convictions), that did not disclose material concerns.

22. Notwithstanding the above, in considering fit and proper, any relevant matters raised by third parties should also be factored.

23. The department received submissions from PATCA and AAI totalling 117 pages. A summary of the submissions including the department's assessment is at <u>Attachment H</u>, the full submissions can be made available if required.

s 47C(1)

s 47C(1), s 47E(d), s 47F(1)

s 47C(1)

30. The department's overall conclusion is that the submissions do not materially detract from HEACC's capacity to be considered fit and proper.

31. Further to this, the proposed conditions on approval at <u>Attachment A</u> are additionally intended to mitigate, as far as possible, any potential risk of public perception that issues raised by PATCA and AAI remain unaddressed.

s77 (Ongoing policy requirements) and s78 (Ongoing funding requirements)

32. The department considers that HEACC will satisfy the requirements in s77 and s78 of the Act based-on the following factors:

a. Its Company Constitution and conflict of interest policy that provide the governance framework for it to operate in a manner consistent with the requirements of the Act.

b. The proposed conditions on the approval of HEACC help ensure that the requirements under s77 and s78 will be satisfied – see Attachment A.

Time-limit on Approval

33. The proposed approval time-limit is an important risk mitigation mechanism.

    a. It provides a clear signal to HEACC as to the expected progression of the project.

s 47C(1)

    c. It enables the approval to be re-visited and re-considered once HEACC and the proposed school transitions from construction to commencing the provision of school education.

34. HEACC has agreed to the time-limit and conditions on approval. Note that the time-limit can be varied if circumstances require it to be extended.

Amendments to the CGP Guidelines

35. The department is seeking to impose additional requirements on funding for the construction of the proposed school by way of a new Schedule 2 added to the CGP Guidelines (Attachment B), in a similar manner to the Building Boarding Schools On-Country program.

36. This is intended to mitigate project risks, noting that the school is at the very early stages of development and the Government is the majority funder.

    a. It will enhance oversight of the project - AISNSW will work with the department to ensure project milestones are tracking and any delays are communicated quickly.

    b. It will enhance requirements around progress milestones, to ensure HEACC progresses the project satisfactorily with the support of AISNSW.

    c. It will enhance recovery rights to mitigate risk of funding not being able to be recovered.

37. As the CGP Guidelines are legislative instruments, to give legal effect to the amended CGP Guidelines, you must sign the Determination at Attachment C and the approve the supporting explanatory statement at Attachment D.

Government policy issues and impact on other portfolios

38. The establishment of the Hindu School is a 2025 Federal Election Commitment. The approval of HEACC as an approved authority has no material impact on other Government portfolios.

Key risks and mitigation

s 47C(1), s 47E(d), s 47F(1)

s 47C(1)

Funding Recovery

46. Under s109 of the Act, capital funding is able to be recovered where a school has ceased to operate, however, there is a gap in the recovery provisions of the Act, where capital funding has been provided to support the construction of a school and that school never commenced to operate.
47. In recognition of this low risk, the department has incorporated additional recovery of funding requirements in Schedule 2 of the CGP Guidelines - where the school does not commence operating.

Budget and resourcing impacts

48. Administered funding of $8.9 million has been provided, with $8.5 million to support the construction and establishment of the school, and $0.4 million to support project co-ordination and administration by AISNSW.
49. Note that approximately 5-7% of the $8.5 million is proposed to be provided through AISNSW under s70 of the Act (Non-government Representative Body Funding). This funding to be used by HEACC for non-construction purposes to meet requirements of NESA to obtain non-government school registration and prepare operational requirements for the school.
50. A legally enforceable written direction will be issued by the department under section 31 of the Australian Education Regulations 2023 to manage and risk mitigate this portion of funding.
51. Payment schedule for your agreement at Attachment F which will enable timely payments as key milestones are met, including the first payment being made in mid-late November should you approve HEACC.

Communications and media strategy

52. The public notice will be published on the department's website — see Attachment G.

Stakeholder consultation

53. The department has met with PATCA on a number of occasions to discuss their concerns regarding HEACC and the proposed school.
54. The department consulted internally with the South Asia Team, Higher Education, Research and International Group, and the Schools Legal Team, Corporate and Enabling Services Group.
55. The department consulted the following stakeholders external to the department, however, were only provided limited feedback given the early stages of the school's development process:
    a. Attorney General's Department
    b. Department of Home Affairs
    c. ACNC
    d. NSW Department of Education including NESA

Attachments

Attachment A	Determination to approve an approved authority and Conditions for Approval
Attachment B	Updates to CGP Guidelines
Attachment C	Determination for revised CGP Guidelines
Attachment D	Explanatory Statement for CGP Guidelines
Attachment E	Notice of Decision
Attachment F	Payment schedule
Attachment G	Public notice announcement
Attachment H	Summary of matters provided to HEACC with Departmental assessment
Attachment I	Other matters raised by third parties
Attachment J1	Certificate of incorporation
Attachment J2	HEACC Company Constitution
Attachment J3	ACNC registration
Attachment J4	Conflict of Interest Policy
Attachment J5	HEACC financial statements
Attachment J6	NSW Department of Education consultation

Clearance

Primary Contact Officer: s 22(1) School Funding Branch | Schools | Funding and Data Collection	Acting Assistant Secretary Ph: s 22(1) Mobile: s 22(1)
Clearance Officer: s 22(1) Schools | Funding and Data Collection Schools Group	First Assistant Secretary Ph: s 22(1) Mobile: s 22(1)

The Hon Jason Clare MP

Minister for Education

Australian Education Act 2013

Paragraph 74(1)(b)

Australian Education (Approval of Approved Authority for The Sanatan School in the Public Interest — Hindu Education and Cultural Centre Limited) Determination 2025

I, Jason Clare, Minister for Education, make the following determination:

1 Approval

Under paragraph 74(1)(b) of the *Australian Education Act 2013* (the Act), I approve Hindu Education and Cultural Centre Limited (ABN: 88 664 681 323, AGEID 89693) as the approved authority for The Sanatan School (AGEID 89693).

2 Levels of Education and Location of School

The Sanatan School will provide Foundation to Year 2 education at 79 Saunders Road, Oakville, NSW 2145.

3 Public Interest Certification

I am satisfied that it is in the public interest to approve Hindu Education and Cultural Centre Limited as the approved authority for The Sanatan School.

4 Period of Approval

Hindu Education and Cultural Centre Limited is approved as the approved authority for The Sanatan School for the period from the day after this determination is signed to 31 December 2026.

5 Exemption

Hindu Education and Cultural Centre Limited is not required to comply with the basic requirement for approval under subsection 75(7) of the Act (Permission under law of relevant State or Territory).

6 Conditions on approval

The approval of Hindu Education and Cultural Centre Limited as the approved authority for The Sanatan School is subject to the conditions set out at Appendix A to this determination.

7 Commencement

This determination commences the day after it is signed.

Dated 4/10/25

Jason Clare

Minister for Education

Hindu Education and Cultural Centre Ltd (HEACC)

Conditions on Approval

1. Within 3-months of approval, HEACC must appoint a School Leader for the Kindergarten (Foundation) – Year 2 stage of the proposed school with responsibility for the development of all aspects of the school's operations including governance arrangements and registration requirements of the NSW Education Standards Authority – NESA for Kindergarten (Foundation) – Year 2, with the objective of ensuring the provision of education is safe, supportive, and non-discriminatory. HEACC must engage with the Commonwealth Department of Education (the Department) on candidates prior to appointment.

2. Within 3-months of approval, HEACC must fully engage a consultant endorsed by the Association of Independent Schools NSW (AISNSW) and engage with AISNSW to advise on and assist in preparing all registration requirements of the NSW Education Standards Authority – NESA for Kindergarten (Foundation) – Year 2 at the proposed school, and to advise on the development of the school curriculum, with the objective of ensuring the provision of education is safe, supportive, and non-discriminatory.

3. Within 3-months of approval, HEACC must establish a community engagement strategy to discuss and allow for the broader community to provide input into school development and processes. The community engagement strategy must include a mechanism for concerns by community groups to be raised with and appropriately responded to by HEACC.

4. Within 6-months of approval, HEACC must appoint an additional board member with school expertise for input on the establishment and operation of the school.

5. Within 6-months of approval, HEACC must engage the services of a business manager to administer and manage HEACC's finances including financial controls, financial accounting and financial reporting; implement HEACC's conflict of interest policy and ensure conflicts are managed appropriately; and oversee best practice financial management. HEACC must consult with AISNSW on an appropriate service provider for this purpose.

6. Within 6-months of approval, the Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must have completed the Australian Institute of Company Directors – Governance Foundations for Not-for-profit Directors, or an equivalent course approved by the Department.

7. Within 12-months of the proposed school commencing the provision of school education, HEACC must ensure that an independent school education expert is contracted to undertake a review of the school's governance arrangements, how the curriculum is being implemented, and capacity to comply with the *Australian Education Act 2013* and the *NSW Education Act (1990)*. The recommendations of the review must be implemented in accordance with the implementation plan endorsed by the independent school education expert.

   - A copy of the completed review and recommendation implementation plan must be provided to the Department within 1-month of the review's completion.

8. Prior to the proposed school commencing the provision of school education, HEACC must ensure that additional context on the background and origins of the school's name (via the school's website and publicly facing materials) is published.

9. HEACC must ensure that the proposed school obtains registration with the NSW Education Standards Authority - NESA to operate Kindergarten (Foundation) – Year 2 prior to commencing the provision of school education at the school.

10. HEACC must ensure that it fully documents any loans that HEACC enters into from the date of approval.

Australian Government
Department of Education

Capital Grants Program Guidelines

2025

Contents

Definitions

The definitions below are for the purposes of these Guidelines.

The Act refers to the *Australian Education Act 2013* (the Act).

Approved Authority refers to a legal entity that the Minister has approved to administer funding for a school under Division 2 of Part 6 of the *Australian Education Act 2013*.

An Approved project refers to a project which a BGA has been directed to commit or spend capital funding on in a written direction of the Minister (or delegate) made under s30(6) of the *Australian Education Regulations 2023*.

Australian Government Education ID (AGEID) is a unique identifier created by the Department for each school. It is used to identify schools on the Department's internet interface SchoolsHUB. BGAs require a member school's AGEID to submit an application on SchoolsHUB.

Base amount has the meaning given by subsections 33(1), (2) and (3) of the *Australian Education Act 2013*.

BBSOC funding refers to capital funding that is paid to a BGA for a year as a result of a determination under s67(1) of the *Australian Education Act 2013*. BBSOC funding supports the operation of the Building Boarding Schools On-Country program described in schedule 1 of these Guidelines.

Better Practice refers to a way or method of performing functions or processes that is known to produce desired outcomes.

Block Grant Authority (BGA) are bodies corporate approved by the Minister under Division 3 of Part 6 of the *Australian Education Act 2013* to administer capital funding for non-government schools.

Capital expenditure has the meaning given by the definition in section 6 (Definitions) of the *Australian Education Act 2013*.

Capital funding refers to funding for capital expenditure by a BGA in relation to a non-government school that is determined under Division 2 of Part 5 of the *Australian Education Act 2013*.

Capital Grants Program (CGP) is the program that provides funding under s67(2) of the *Australian Education Act 2013* to assist non-government primary and secondary schools to improve infrastructure where they otherwise may not have access to sufficient capital resources.

CGP funding refers to capital funding that is paid to a BGA for a year as a result of a determination under s67(2) of the *Australian Education Act 2013*. CGP funding supports the operation of the CGP program.

Educational disadvantage refers to the circumstance where either the whole or a sub-set of the student population of a member school experiences greater levels of need within a particular area, for example socio-economic disadvantage, disability and/or low English language proficiencies.

Forward commitment refers to funding committed to a project over future years.

Goods and Services Tax (GST) refers to a broad-based tax of 10 per cent on the supply of most goods and services sold or consumed in Australia.

Governing body refers to legal entities which are accredited to operate a school under relevant State or Territory legislation. Governing bodies receive government funding from (or via) the Approved Authority.

Indexation percentage refers to capital funding indexation percentage for block grant authorities for non-government schools for a year, as per section 68 of the *Australian Education Act 2013*. The indexation percentage for a year is prescribed in section 24A of the *Australian Education Regulations 2023*.

Interest funds refers to the amount of funds that a BGA earns from a bank account which holds capital funding until it is disbursed to a member school for a capital project.

Life of the project means the period from project commencement to project completion and conclusion of post-occupancy compliance.

Member school refers to a school that is a member of a Block Grant Authority.

Non-government school refers to a school that is not a government school.

Pre-primary education refers to the education of children below the prescribed State/Territory school starting age (Year 1 minus 2 years).

Project completion is when a project reaches practical completion and appropriate certification has been issued to that effect.

Project variation refers to a change of circumstances after the approval of a project.

Overpayment refers to an overpayment of Capital funding, as defined in subsections 9(4) or (5) of the *Australian Education Act 2013*.

Qualified accountant has the meaning given by subsection 34(4) of the *Australian Education Regulations 2023*.

Recognition refers to the Recognition of Commonwealth funding through the Capital Grants Program by capital funding recipients.

The Regulations refers to the *Australian Education Regulations 2023*.

Schedules refers to a list of projects, recommended and not recommended for CGP funding, submitted by Block Grant Authorities to the Department of Education each year.

School refers to a primary school, a secondary school or a combined school.

School Establishment Funding (SEF) refers to capital funding that is paid to the Association of Independent Schools NSW Block Grant Authority (AISNSW BGA) as a result of a determination under s67(1) of the *Australian Education Act 2013*. SEF funding is provided to support the construction of a Hindu Independent School in Western Sydney, NSW, program described in schedule 2 of these Guidelines.

Unfunded students refer to students at a school in respect of which the school is not eligible to receive recurrent funding from the Commonwealth under the *Australian Education Act 2013*.

Value for money refers to an assessment of the lifetime benefits of a grant opportunity against its lifetime costs. Value for money assessments guide the prioritisation of resources towards initiatives that maximise net social benefits and use taxpayer money to best effort.

General Information

Introduction

1. These Capital Grants Program Guidelines[1] (the Guidelines) set out the Australian Government's (the Commonwealth's) detailed administrative requirements for the administration of:

   - the Capital Grants Program (CGP) for non-government schools
   - the Building Boarding Schools On-Country (BBSOC) program.
   - School Establishment Funding (SEF).

2. Unless otherwise stated, the Guidelines took effect from 15 May 2014 and supersede:

   - the Administrative Guidelines: Commonwealth Programs for Non-government Schools 2009–2013/14 "the Administrative Guidelines"
   - the Administrative Arrangements for Block Grant Authorities 2010, the "Admin Arrangements" 2009–12 Funding Agreements and the 2012–14 Deed of Variation between the Commonwealth, as represented by the former Department of Education, Employment and Workplace Relations, and each Block Grant Authority (BGA).

3. The Department of Education (the Department) or BGAs can initiate amendments to the operational issues covered by the Guidelines. The Guidelines will be updated on an annual basis, or more frequently, if required. The Department will consult with BGAs prior to making any amendments and ensure that a current copy of the Guidelines is available on the Department's website.

IMPORTANT:

Please note that these Guidelines were amended in April 2022 to include requirements for BGAs that will receive capital funding under the BBSOC program.

The BBSOC program will leverage the expertise of a BGA/s in the relevant jurisdiction/s to ensure efficient and effective implementation. The Commonwealth will engage the BGA/s in their capacity as a Capital Grants Authority (CGA) under subsection 67(1) of the *Australian Education Act 2013* (the Act).

The information at **Schedule 1** sets out how relevant clauses in the CGP Guidelines applies to the BBSOC program.

Further information on the BBSOC program is at **Schedule 1**.

Please note that these Guidelines were further amended in August 2025 to include requirements under the School Establishment Funding commitment. Further information on the School Establishment Funding commitment is at **Schedule 2**.

[1] Between 2014–17, this document was known as the *CGP Operating Manual*. In 2018, it was rebranded as the *CGP Guidelines*.

Relevant Legislation

4. Commonwealth funding for capital expenditure for non-government schools is provided under Division 2 of Part 5 of the *Australian Education Act 2013* (the Act). See Federal Register of Legislation.

5. For a non-government school to be eligible for capital funding through the CGP they must be a member of a BGA, hereafter referred to as a 'member school'.

6. Section 67 of the Act allows the Minister to determine an amount of financial assistance to be paid to a member school if the Minister is satisfied the financial assistance is required for capital expenditure. The financial assistance is distributed as a grant through the CGP by BGAs to member schools for approved capital projects. Capital funding may only be paid to a non-government school through a BGA.

7. The *Australian Education Regulations 2023* (the Regulations) prescribes a range of matters relevant to the effective and efficient administration of financial assistance provided under the Act including the provision of Commonwealth capital funding. See Federal Register of Legislation.

8. Section 30 of the Regulations provides that a BGA must spend, or commit to spend, funding provided to it under Division 2 of Part 5 of the Act on capital expenditure in relation to a school for which the BGA is approved and in accordance with the Capital Grants Program Guidelines and the written directions of the Minister (if any). Subsection 36(6) of the Regulations provides that a BGA must give the Secretary a report or reports for each year in accordance with the Capital Grants Guidelines. These Guidelines, once approved and given legal effect, will be the Capital Grants Program Guidelines referenced by section 30 and subsection 36(6) of the Regulations.

Objectives

9. The CGP provides funding to assist non-government primary and secondary school communities to improve capital infrastructure where they otherwise may not have access to sufficient capital resources. The objectives of the CGP are to:

   - provide and improve school capital infrastructure, particularly for the most educationally disadvantaged students
   - ensure attention to refurbishment and upgrading of capital infrastructure for existing students, while making provision for needs arising from new demographic and student enrolment trends
   - pursue the Commonwealth's other priorities and objectives for schooling.

Contact Information

10. Contact details for the Department are as follows:

    Postal
    Director, Capital Funding Section
    Department of Education
    GPO Box 9880 CANBERRA ACT 2601

    Email
    capitalgrants@education.gov.au

Roles and Responsibilities

Minister Responsible for the Act and Regulations

11. It is the responsibility of the Minister to:

a) determine the amount of financial assistance that can be provided to non-government schools for capital infrastructure projects

b) approve the projects that are eligible to receive financial assistance through the CGP

c) approve variations to projects that have been approved for financial assistance through the CGP

d) delegate the Minister's powers and functions as outlined in section 129 of the Act, to the Secretary or an APS employee in the Department.

The Department

12. It is the responsibility of the Department to:

a) distribute funding to the BGAs in accordance with these Guidelines[2]

b) oversee the administration of the CGP by BGAs. Activities conducted by the Department may include:

(i) monitoring that BGAs are undertaking activities in accordance with the mandatory requirements outlined in these Guidelines

(ii) conducting an audit of the administration of the CGP in accordance with BGAs' accountability activities.

Block Grant Authorities

13. BGAs are bodies corporate approved by the Minister to administer capital grants for non-government schools. Only non-government schools can become a member of a BGA and a non-government school must be a member of a BGA to be eligible for CGP funding (refer to clause 17 for member school eligibility).

14. In each State, there is one BGA for Catholic schools and one for independent schools. The Northern Territory and the Australian Capital Territory each have a joint BGA representing both the Catholic and independent schools. Contact details for the BGAs can be found at Block Grant Authority Contact Details

15. It is the responsibility of each BGA to:

a) provide relevant information to non-government schools, the Department and the public in accordance with these Guidelines

b) comply with all mandatory requirements set out in these Guidelines

[2] Note that funding is approved by the Department of Education (as delegated by the Minister) and funding is distributed by the Commonwealth Treasury to the State and Territory treasury departments, to distribute to BGAs.

c) recommend projects and project variations to the Minister in accordance with the objectives, eligibility requirements and selection criteria outlined in these Guidelines

d) maintain appropriate documentary evidence (refer to clauses 72–78) to support assessment processes

e) manage the release of funds to, and the return of funds from, member schools, in accordance with these Guidelines

f) monitor compliance and obtain evidence from member schools of recognition requirements (refer to clause 167) outlined in these Guidelines

g) establish appropriate internal control mechanisms (refer to clause 70 (c)) for grants administration and report any suspected fraudulent use of grant funds within the CGP, the BBSOC, or the SEF to the Department

h) inform the Department of any changes to the basic operations and key individuals[3] of the BGA

i) ensure that legally binding agreements are entered into with member schools receiving funding through the CGP (refer to clause 56).

j) advise non-government schools applying to be a part of the BGA of the roles and responsibilities under the CGP of all parties, including the Commonwealth, the BGA and the member school

k) where a BGA considers a non-government school's membership of a BGA would adversely affect the operation of the BGA, they should provide details to the Department within 60 days of receipt of such an application for membership[4]

l) maintain accurate registers of their member schools and notify the Department in writing within 14 working days of any new BGA member school or any existing BGA member school withdrawing its membership.

BGA Member Schools

16. It is the responsibility of member schools to:

a) adhere to the CGP guidelines, including relevant mandatory requirements, and respond to all requests for information from the Department in a timely manner

b) manage the release of funds to, and the return of funds from, persons or entities (for example, contractors) engaged on projects in accordance with these guidelines

c) comply with all accountability requirements set out in these guidelines, including maintaining proper records, undertaking timely and accurate reporting, managing actual and potential conflicts of interest, cooperating with any audits, and taking prompt action to rectify any

[3] Key individuals are defined in section 4 of the Regulations to mean either; an officer of the BGA within the meaning of section 9 of the Corporations Act 2001; a person responsible for the executive decisions of the BGA; a person concerned with or who takes part in the management of the BGA; or a person who manages or supervises the provision of school education for a BGA.

[4] A BGA should not reject a school's application to become a member without the Department's agreement.

non-compliance or other issues identified through any review, reconciliation, and audit processes.

Grant Information

Eligibility

Eligibility for funding: Existing schools

17. To be eligible to apply for grants through the CGP, a non-government school should:

a) be a member, or prospective member, of a BGA

b) be in receipt of recurrent funding under the Act (unless they are a new school yet to receive recurrent funding - see clause 18)

c) demonstrate to the BGA a financial need for the grant (that is, show that it and its supporting community do not have the capacity to meet the total cost of the project)

d) demonstrate to the BGA that the project will contribute to the objectives of the CGP

e) demonstrate to the BGA that the school has an appropriate maintenance plan in place and can meet the ongoing running costs of its facilities (or, for proposed new schools, a proposed maintenance plan)

f) demonstrate to the BGA that adequate insurance is held over its school buildings (where applicable)

g) propose a project that is consistent with sound educational planning, within both the school and the environment it is operating in, especially in relation to the cost, size and use of facilities to be funded

h) ensure their project will not adversely affect the condition of a place in relation to the Commonwealth, State, Territory or local government heritage legislation

i) demonstrate to the BGA that it is financially viable[5].

j) own the land or have a lease for the land and/or buildings that has a period to run commensurate with the period in which the capital grant may be required to be repaid if the school no longer provides school education (refer to **Attachment 3)**.

Eligibility for funding: New schools

18. Proposed new non-government schools may apply for CGP funding (if it is a member, or prospective member of a BGA), in line with the CGP objective of making provision for needs arising from new demographic and student enrolment trends, or to meet other schooling needs.

[5] When considering applications for funding, the BGA should advise the Department where it has concerns about a school's financial viability.

19. To be considered for CGP funding, proposed new non-government schools must be able to demonstrate some certainty of successful establishment, operation and governance in relation to Commonwealth, State or Territory and local government requirements. New non-government schools may apply for capital funding prior to receiving recurrent funding.

20. Before submitting a grant application from a proposed new non-government school, the BGA should submit to the Department:

    a) the name, address and contact details, and level of education of the proposed new school

    b) evidence that the proposed new school has received or applied for State or Territory registration as a school

    c) evidence that the approved authority[6] for the proposed new school would likely be able to meet the basic requirements for approval under section 75 of the Act, including in relation to being a fit and proper person and having arrangements for managing and supervising the provision of education at the school (for example incorporation details, expertise of key personnel). Where a principal or director has not been appointed to the school, an authorised representative must meet the basic requirements for approval under section 75 of the Act.

21. Proposed new schools applying for the CGP require an identifying Australian Government Education ID (AGEID) number[7]. If a member school does not have an AGEID (that is a new school) the BGA should contact the Department's Capital Funding Section (refer to clause 10).

22. The CGP grant will be cancelled and the funding must be repaid in full to the BGA if, by the end of the funding year, the member school is not approved in relation to:

    a) recurrent funding

    b) final State or Territory registration as a school

    c) Ministerial recognition of the approved authority.

23. While a CGP grant may be approved under these conditions, CGP grant funds should not be paid to the member school by the BGA until the approved authority or governing body of the member school has entered into a binding contract with the BGA indicating the member school's acceptance of the grant conditions.

24. The agreement between the BGA and the approved authority or governing body of the member school must include the provision that, if by the end of the funding year the member school's approved authority is <u>not</u> approved by the Minister; or the member school has <u>not</u> received

[6] An approved authority is a legal entity that the Minister has approved to administer funding for a school. The Commonwealth expects that the approved authority will have management and operational authority over the school and its administration. An approved authority has certain legal responsibilities for the funding of, and the delivery of education to its schools.

[7] The Department's AGEID number is a unique identifier for each school. It is used to identify schools on the Department's internet interface SchoolsHUB. BGAs require a member school's AGEID to submit an application on SchoolsHUB.

approval for recurrent funding; or obtained final State or Territory registration, the CGP grant will be cancelled and the funding must be repaid in full to the BGA (refer to **Attachment 3**).

Leases

25. CGP funding is not available to meet the cost of leasing a property. However, a member school that is leasing a site can still apply for funding of a construction, refurbishment, or equipment project on the property, provided that the lease has a term commensurate with the repayment period (see **Attachment 3**).

Selection Criteria

Criteria for funding through the CGP

26. The BGA must ensure that each project involves capital expenditure as defined in section 6 (Definitions) of the Act, which includes expenditure relating to any of the following:

a) investigating the need for:

(i) schools in particular areas, or

(ii) schools of particular kinds in particular areas, or

(iii) buildings or other facilities (or parts of buildings or other facilities), or equipment.

b) purchasing land, with or without buildings (or parts of buildings)

c) planning for the erection, alteration, extension, demolition or refurbishment of a building or other facility (or part of a building or other facility)

d) developing or preparing land for building or other purposes

e) erecting, altering, extending, demolishing or refurbishing a building or other facility (or part of a building or other facility)

f) installing or upgrading water, electricity or any other services

g) providing equipment, including information technology equipment[8]

h) providing furniture[9]

i) providing library materials or obtaining services and goods for cataloguing a library (or part of a library)[10]

j) any other expenditure prescribed by the Regulations.

27. CGP funding is not available for:

a) facilities which have religious worship as a principal purpose

[8] See clause 27(g) below.
[9] See clause 27(g) below.
[10] See clause 27(g) below.

b) facilities in a co-educational school where those facilities will not, as far as practicable, be equally available to male and female students at the school

c) where retrospective approval is sought (generally after a contractual arrangement to commence the project has been entered into)

d) projects proposed to be undertaken solely by parents and friends

e) facilities where the majority of the use will be by full fee paying overseas, or other unfunded students attending a 'for profit' section of the school

f) facilities that are principally for pre-primary education, that is for children below the prescribed State/Territory school starting age or where the facility is not in a formal school setting (for example, an Early Learning Centre attached to a school would not be eligible for CGP funding).

g) equipment (including information technology equipment), furniture, library materials or obtaining services and goods for cataloguing a library (or part of a library) unless expenditure on these items is related to the erection, alteration, or refurbishment of a building or other facility at the school, or special circumstances exist.

    (i) For example, the purchase of new computers would not generally be funded under the CGP because it is expected that recurrent funding will be used for this expenditure; however, expenditure on new computers would be considered for funding under the CGP if it is part of building a computer room at the school.

Finalisation of recommended projects

28. In negotiating with member schools the nature of each project to be recommended for funding, BGAs should aim for a minimum viable project that considers value for money principles which:

a) meet the objectives of the CGP

b) is based on sound student enrolment projections for the period closely following the completion of the project

c) meet the educational needs in a way that is cost effective over the life of the facilities

d) take appropriate account of the value of good quality materials and building and design practices that:

    (i) maximise the life of the structure

    (ii) maximise the potential for environmental performance

    (iii) avoid design features that make no significant educational contribution and which may increase construction, maintenance or operating costs.

29. Key metrics and criterion to assess value for money can be developed by individual BGAs to assist them during their project assessments.

Not recommended projects

30. Where a project is not recommended for CGP funding, the BGA should provide its reasons for not recommending the project for Commonwealth approval. These reasons may include:

a) no financial need

b) less educationally disadvantaged than other applications

c) not consistent with sound educational planning

d) less disadvantaged on area or facilities condition

e) does not represent value for money

f) contribution to program objectives not demonstrated

g) viability not sufficiently demonstrated

h) application withdrawn

i) deferred for consideration pending resolution of outstanding issues

j) will receive other funding

k) other (for example not a member of a BGA, National Estate issues).

Funding available to BGAs

Funding available

31. Section 67 of the Act allows the Minister to determine an amount of financial assistance (capital grant funding) for a year that is payable to a BGA for member schools. The financial assistance is distributed from the Commonwealth Treasury to State and Territory governments, who are then responsible for payment to BGAs.

32. Capital funding under the CGP is allocated to BGAs based on student enrolments and need (based on recurrent funding payments). The process by which the Commonwealth allocates funds to BGAs is outlined in **Attachment 1.**

33. CGP allocations to BGAs do not include the Goods and Services Tax (GST), although all payments to BGAs will include a component for GST.

Limit on total amount available for capital funding

34. Section 68 of the Act limits the total of the capital funding that the Minister can determine under subsection 67(2) of the Act for all BGAs by:

    a) prescribing a base assistance amount applicable in a particular program year (either by reference to the Act or to an amount prescribed in the Regulations[11], and

    b) applying an indexation percentage to the base assistance amount for any other year.

[11] Note a program year refers to a calendar year. Applications for CGP funding are due to BGAs in September with approval notification provided in December. Grant payments are made in 11 instalments to BGAs.

35. Where an indexation percentage is to be applied in order to calculate the limit of capital funding that the Minister can determine in a program year, the capital funding for a program year is calculated by multiplying the previous years' capital funding amount by the indexation percentage.

36. Any new base amount for the year, or the indexation percentage to apply, will be given effect by annual amendments to the Regulations.

Forward commitment

37. In certain circumstances, a BGA may find it practical to fund projects which run over several years. In determining the optimum funding profile for a project, BGAs may identify funding from subsequent years to be allocated to a project (forward commitment). BGAs should determine the extent to which they forward commit future years' funds, in a way that optimises the achievement of the CGP's objectives. This funding will be subject to the availability of funding in future years for a BGA. In general, forward commitments should not be used to supplement the current year's allocation.

38. Forward commitment of funding may be made over 2 future years beyond the current calendar year and should be considered based on:

   a) forward planning: funding for a future year where the CGP funding will not be required until a future year (the project will commence within 12 months of approval, but the member school is able to use the school community or State/Territory funding for any initial payments)

   b) staging of payments in projects constructed over more than one year

   c) staging of payments for large projects in the smaller BGAs.

39. The Department will notify each BGA of its future funding allocation amounts.

Full commitment of annual allocation

40. Each BGA is required to spend, or commit to spend, its total CGP funding allocation within the program calendar year in which the funding is paid to the BGA, or in a period as otherwise determined by the Minister in accordance with section 30 of the Regulations.

Withholding payment and repayment

41. Under section 110 of the Act, the Minister may make a determination to delay, reduce or require the repayment of funds, if the BGA is not meeting its obligations under the Act or the Regulations. This may include repayment of a portion of the grant if there is evidence that the funding has not been used for the purpose it was provided for.

42. The BGA is required to repay any overpayments made to the BGA by the Department. Where an overpayment occurs, the Minister will make a determination under section 110 of the Act requiring the repayment of the overpaid amount, which must be repaid by the State or Territory as a debt due to the Commonwealth. Pursuant to section 11 of the Regulations, under the arrangement the BGA enters with its relevant State or Territory, the BGA must agree that any amount determined by the Minister under paragraph 110(1)(a) of the Act is a debt due to the relevant State/Territory and may be recovered by the State/Territory in court. The State/Territory has the option under subsection 11(4) of the Regulations to either recover this amount from the BGA or assign the right of recovery to the Commonwealth.

Audit

43. The Department may undertake audits or reviews of the financial and administrative procedures of the BGAs. Audits may be undertaken by the Department or by an independent auditor engaged by the Department. Matters to be audited will be determined by the Department and may include (but are not limited to):

    a) compliance with BGA's obligations under the Act and Regulations, including as set out in these Guidelines

    b) financial records

    c) determination of project eligibility

    d) ranking of eligible projects

    e) the administrative procedures and processes of the BGA.

Compliance with laws

44. It is expected that BGAs will comply with any relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory, or local authority. Including, where applicable, relevant anti-discrimination laws and the:

    a) National Construction Code 2022

    b) Fair Work Act 2009 (Cth)

    c) Privacy Act 1988 (Cth)

    d) Workplace Gender Equality Act 2012 (Cth)

    e) Work Health and Safety Act 2011 (Cth).

Privacy and freedom of information

45. The Department is subject to the *Privacy Act 1988 (Cth)* and the *Freedom of Information Act 1982 (Cth).* Any information BGAs submit to the Department will be subject to both pieces of legislation. Any documents BGAs submit to the Department may be subject to freedom of information applications.

46. In providing any data or any other information to the Department pursuant to the Act or Regulations, giving false or misleading information is a serious offence under s137.1 of the *Criminal Code Act 1995 (Cth).*

Reporting Fraud

47. The Department is committed to preventing fraud in all aspects of its business. If fraudulent activity is suspected within the CGP, the BBSOC or the SEF it should be reported. Fraud can be reported anonymously through the Department's fraud reporting tool. The tool allows direct communication with the Department without the disclosure of an individual's identity. Further information about how to report fraud is available on the Department's website.

Grant Administration

Applications

Providing information about the CGP to school communities

48. Each year, BGAs should advise member schools of CGP funding and should invite applications for funding in accordance with the requirements of section 62 of the Regulations.

49. The BGA's application procedures should be clearly documented in their procedures manual, which must be provided to the Department upon request (refer to Attachment 5).

50. BGAs should review their procedures manual annually to ensure it reflects Better Practice.

51. Section 62 of the Regulations also requires a BGA to publish the following information about the CGP each year to make available to the public:

    a) the amount of financial assistance provided to the BGA in a program year for capital expenditure

    b) how the financial assistance is applied

    c) how decisions of the BGA are reviewed.

52. BGAs should make information about the application process publicly available, including information about the eligibility criteria, required documentation, information sessions, application closing date, procedures for assessment of funding applications, how decisions are made, contact details of the BGA, and the review process for decisions of the BGA to allocate CGP funding.

53. Information can be made public by publishing the information on the BGA website, through newsletters, bulletin boards, application booklets and in other forms of communication. The BGA should provide the information on request if an applicant is unable to access the website.

54. BGAs may seek to verify and supplement quantitative data included on grant applications through visits to member schools (refer to Attachment 2). For member schools approved for grants, BGAs should commit to site visits during the life of the project (or more often if required) to ensure the works being undertaken are consistent with the project that was approved.

Mandatory Requirements

BGA membership

55. For non-government schools wishing to become a member of a BGA, BGAs must:

    a) advise prospective member schools of the general requirements under the CGP and of any specific requirements set by the BGA (for example, closing dates for applications)

    b) administer a written agreement with a prospective member school's approved authority which, amongst other conditions set out by the BGA, bind the member school to:

        (i) accept the BGA's administrative process and procedures including variations to those processes and procedures as may be required from time to time by the Commonwealth

(ii) remain a member of the BGA for a minimum period of 3 years and provide the BGA with at least 12 months' notice of its intention to withdraw from the BGA.

BGA and member schools: nature of agreements

56. For member schools wishing to apply for funding through the CGP, BGAs must ensure that a legally binding agreement is executed with the approved authority of the member school.

57. The approved authority of a member school must sign all agreements with the BGA, unless it has delegated its authority to another person, such as a governing body of a member school. Each agreement must be properly executed and constitute a legally binding contract between the BGA and the approved authority of the member school. Where a principal or director has not been appointed to the school, an authorised representative must sign all agreements with the BGA.

58. The Department does not specify the format of these agreements and BGAs must determine the most appropriate agreement arrangements to put in place with its members. BGAs must ensure that agreements are consistent with the provisions of the Act, the Regulations and the Guidelines. BGAs can contact the Department for further advice if required.

59. Conditions which relate to the responsibilities of member schools applying for grants, accepting grants, managing grant funds (including repayment of grant funds if applicable) must be included in the agreement to ensure the proper use of Commonwealth funds (refer to clauses 63 and 64).

60. An agreement/s must be in place prior to a BGA making any payment of Commonwealth CGP funds to a member school.

61. BGAs must keep copies of all executed agreements. BGAs are required to provide the Department with access to these agreements, upon request.

62. When entering into a written agreement with the approved authority of the member school, BGAs must notify member schools that in providing any data or any other information required to be given (pursuant to the Act or the Regulations, the Guidelines, or the agreement), that giving false or misleading information is a serious offence under s137.1 of the *Criminal Code Act 1995 (Cth)*.

BGA and member schools: financial and other conditions

63. The agreement between a BGA and the approved authority or governing body for the member school must contain the following conditions, requiring the member school to:

   a) provide financial, student enrolment and other relevant data to the BGA; allow the Commonwealth to provide similar data to the BGA on a confidential basis (exclusively to allow the BGA to undertake capital grant application assessments); and allow the BGA to provide any information provided by the member school to the Commonwealth

   b) permit access to the school (for example through school visits) and provide the BGA with information and documentation required in accordance with these Guidelines

   c) not accept tenders, nor enter into commitments with contractors/builders, until the BGA has advised the applicant that the Minister has approved their grant.

64. Additionally, before a BGA provides CGP funding to an approved authority or governing body for a member school, the BGA and approved authority must enter into an agreement requiring the approved authority to:

a) hold adequate insurance cover over its existing buildings and facilities and provide evidence of the cover as part of the grant application process

b) seek BGA approval prior to any variation to the approved project or alterations in the scope of works

c) contribute at least the amount specified in the funding offer or project funding agreement

d) apply the funds provided through the CGP for purpose of the approved project only

e) accept that if they are not complying with their agreement with the BGA, the BGA may delay payment to the BGA member school until it fulfils the condition

f) agree to repay the BGA or the Commonwealth if the BGA or the member school has failed to comply with a condition on which the funding was provided

g) spend capital funding payments, including any interest earned on the payments, as soon as possible and, for the CGP, not later than six months after the date of receipt

h) agree to repay the grant in full to the BGA if, by the end of the funding year, the member school is not approved for recurrent funding and/or has not received final State/Territory registration and/or the approved authority of the member school is not approved by the Minister

i) enter into a legally binding contractual arrangement (for example, sign a contract with a builder) with successful contractors to proceed with the project before the end of the program year in which the first instalment of funding is payable unless, in exceptional circumstances, the Department gives prior approval for a later commitment date

j) use and document tendering procedures that encapsulate the principle of 'public invitation' and that are based on standard tendering practice

k) comply with, and include in contracts with contractors for the performance of any construction or building activity, the requirements contained in the National Construction Code 2022.

l) maximise employment opportunities for Aboriginal and Torres Strait Islander people where a project is undertaken specifically for an Indigenous Australian community or where the project is in an area likely to provide employment or training opportunities for Aboriginal and Torres Strait Islander people, to reduce the disproportionately high unemployment rates

m) agree to identify any perceived or actual conflict of interest to the BGA at the stage when it first occurs and ensure that the conflict is resolved, and provide written advice to the BGA on the nature of the conflict and how it has been resolved (refer to clauses 85–90)

n) specifically identify any provision under any subcontract the member school has entered into, or proposes to enter into, in relation to the project which requires the member school to make an incentive payment to any person involved in the development and construction of the project and which is designed to reward completion of the project at a cost under budget or ahead of time

o) ensure that the project is completed to a satisfactory standard and within a reasonable time in accordance with the approved project description and with all relevant, local government requirements

p) comply with the Commonwealth recognition requirements for CGP funding[12]

q) provide financial accountability information to the BGA within a specified period after the completion of a project. Accountability information includes documentation on practical completion (for example, certificate) prepared by architects and accountants which certifies:

  (i) the total expenditure and grant received for the project

  (ii) that the project is completed in accordance with the approved project description, and

  (iii) that the grant monies were spend only on the approved project.

r) use the facilities for the purpose of providing school level educational services for the locations, levels of education and students that have been approved/recognised by the relevant State or Territory government

s) comply with section 109 of the Act and section 64 of the Regulations, by:

  (i) notifying the BGA if the member school ceases to provide primary or secondary education within the Designated Period specified in the Commonwealth Right to Repayment table at **Attachment 3**

  (ii) repaying to the BGA or to the Commonwealth, all or part of the grant, calculated in accordance with the Commonwealth Right to Repayment table at **Attachment 3** if the member school ceases to provide primary or secondary education Designated Period.

t) not transfer to another BGA until the project has been completed, all grant payments have been received, and accountability requirements for the particular project have been finalised, notwithstanding the 12 months' notice required of BGA member schools that must be given before such finalisation (the date of effect of a school withdrawing from a BGA / transferring to another BGA, will be 31 December of the year the Department is notified)

u) ensure that, if a member school is transferring to another BGA, the BGA to which it is transferring accepts responsibility for protecting the Commonwealth's right to repayment in any project funded while the school was a member of the previous BGA (the BGA must advise the Commonwealth that it has agreed to accept such a responsibility)

v) pay all funding instalments received into an account opened with a financial institution such as a bank, building society or credit union operating in Australia. The member school must identify the receipt and expenditure of those monies in separate accounts within the school's accounting record

w) keep full and accurate records in a form that will permit comprehensive information to be provided to the Australian Government if required in accordance with the Act. This includes adequate financial documents and records relating to each CGP and BBSOC project to enable:

  (i) all income and expenditure related to each CGP and BBSOC project to be identified in the member school accounts

[12] Member schools should contact the schoolopenings@education.gov.au inbox if they have any questions regarding recognition requirements.

(ii) confirmation of the completion and final expenditure on the project, such as Certificate of Occupancy

(iii) the preparation of financial statements in accordance with Australian Accounting Standards and generally accepted practices.

x) allow the BGA and/or the Commonwealth to inspect the project

y) acknowledge and agree that if the Minister makes a determination under section 110(1)(a) of the Act following the closure, sale or disposal of facilities (see clause 65s), the BGA may recover that specified amount from the school. The agreement must also acknowledge that the BGA may assign some or all of the BGA's rights (including the BGA's rights to recover all or a portion of the grant from the BGA member school) to the relevant State/Territory or the Commonwealth (as explained in the Commonwealth Right to Payment at **Attachment 3**) A pro forma clause is at **Attachment 6**

z) comply with any additional conditions imposed by the Minister in relation to the approved grant.

Tendering

65. All tendering procedures must reflect sound building industry practice and support the principle of value for money, in accordance with the Australian Standard Code of Tendering – AS4120. Tendering procedures must be open and transparent and comply with ethical practice for tendering.

66. BGAs must approve all tendering and procurement procedures used by member schools prior to the preferred tenderer being engaged by the school. BGAs may determine the tendering method to be used on a particular project. If a BGA is uncertain about a proposed tender method, the BGA must consult with the Department.

67. Any potential conflict of interest in the tendering process must be disclosed by the member school to the BGA (refer to clause 85–90).

68. Where a person believes a tendering procedure approved by a BGA is unfair, the BGA must provide that person with an opportunity to explain their objections to the procedure. The BGA must provide the reasons for its approval of the tendering procedure (refer to **Attachment 4**).

Financial accountability and reporting in accordance with these Guidelines

69. Subsection 36(6) of the Regulations require a BGA to give the Secretary of the Department a report or reports for each year in accordance with the Capital Grants Program Guidelines. Provision of these reports helps the Department to ensure accountability for CGP funds provided under the Act.

70. In order to report in accordance with these Guidelines a BGA must provide an Accountability Report for a program year, via SchoolsHUB, that explains how the BGA dealt with CGP funds that year (1 January – 31 December) – by 30 June of the next program year.

71. Accountability Report must include:

a) a statement of CGP funds received and CGP funds spent or committed to be spent, during that year

b) whether the interest earned on that funding has been spent or committed to be spent

c) a statement from the BGA that it has satisfactory internal accounting systems, controls and procedures in place for records relating to the CGP funds. BGAs must demonstrate that at least the following arrangements are in place to ensure the segregation of duties:

(i) at least one BGA staff member review, and at least one BGA staff member (not the same staff member) approve the expenditure statements and supporting documentation provided by member schools

(ii) one BGA staff member creates the general ledger entry associated with the payment and another BGA staff member reviews and approves it

(iii) two BGA staff members are required to approve payments in online banking

(iv) one BGA staff member prepares the remittance advice and another BGA staff member reviews and approves it

(v) one BGA staff member prepares the bank reconciliation and another BGA staff member reviews and approves it.

d) an audit certification or opinion issued by an independent qualified accountant in accordance with Australian Auditing Standards and generally accepted auditing practices

e) details of all bank accounts operated by the BGA.

Records and information requirements

72. BGAs must keep records relating to all income and expenditure of capital funding in accordance with Australian Accounting Standards and generally acceptable accounting practices. These records must be kept separately within the BGA accounting records. These records must be kept for at least 7 years, (see section 37 of the Regulations).

73. In accordance with the BGAs' obligations under section 39 of the Regulations, BGAs must allow, in response to a request for information by the Auditor General, a person authorised by the Minister to do either or both of the following:

a) to have full and free access, at all reasonable times after giving reasonable notice to the BGA, to the BGA's accounts, records and other documents relating to capital funding information the BGA is required to provide to the Department.

b) take extracts from, or make copies of, the material referred to above.

74. If a BGA has not provided the Department with all information requested the BGA will be in breach of its obligations under the Act and Regulations (section 39 of the Regulations). Failure to comply with the information requirements under the Act and Regulations is in breach of a BGA's ongoing requirements under section 85 of the Act, which may result in the Minister making a Determination under section 110 of the Act to delay further payments to the BGA.

75. Member schools must maintain records of all tendering (including response to requests for quote and assessment), payments, and accountability processes and documents (and made available to BGAs for scrutiny) for at least 7 years after the completion of each project. Documentation must be sufficiently comprehensive to justify the decisions made by member schools (for example, eligibility of preferred contractors) and payments made for each project.

76. BGAs must maintain records of all grant applications, assessments, tendering, payments and accountability processes and documents for at least 7 years after the payment of funding to a member school. Assessment documentation must be sufficiently comprehensive to justify the conclusions reached on eligibility and ranking criterion for each application.

77. Documents relevant to the Commonwealth's right to recover a capital funding amount under section 64 of the Regulations and section 110 of the Act must be retained for the period of possible recovery set out in section 64 of the Regulations (for example agreements, payment records and accountability certificates).

78. BGAs must keep adequate records to:

a) meet financial accountability obligations

b) demonstrate that BGA obligations under the Act and Regulations are satisfied

c) support the efficient and effective conduct of business

d) demonstrate that all reasonable steps have been taken to minimise risk, including documentation relating to the BGAs Risk Management Plan

e) support and document policy formation and decision making

f) ensure business performance and continuity

g) meet the Department's expectations of consistency, equity and transparency.

BGA Banking requirements

79. BGAs must keep up to date financial records relating to the receipt and expenditure of Commonwealth CGP funds and Commonwealth BBSOC funds separately to each other within the BGA's accounting records. This includes accounting for the funds received from any other person or entity. Furthermore, all transactions involving CGP funds and all transactions involving BBSOC funds must be made through those accounts.

80. The BGA must include the details of all accounts operated by BGAs in which CGP funds and BBSOC funds are held in the Annual Financial Accountability Report, which is provided to the Department (refer to clause 70.) The BGA must advise the Department of any changes to these details when they occur.

81. The BGA must ensure that funds are always available in order to meet all payment obligations as they are due.

82. BGAs must deposit Commonwealth funds, pending distribution to member schools, with a financial institution such as a bank, building society, or credit union operating in Australia. Exemption from this requirement is at the discretion of the Department and may be given upon provision to the Commonwealth of a legally effective, written guarantee to make good any loss sustained by a BGA as a result of depositing funds with an alternative organisation. This guarantee must be given by a body that has sufficient assets to meet the guarantee and that is acceptable to the Commonwealth.

Liaison and monitoring

83. In administering capital funding on behalf of member schools, the BGA must:

a) liaise with non-government schools and provide information to the Department, as reasonably required by the Department

b) comply with all reasonable requests, directions, or monitoring requirements received from the Department.

84. The Department may, at any time, request additional information on a project and may request the BGA to inspect a project on behalf of the Department. This includes school visits (refer to clause 54).

Conflict of Interest

85. BGAs are required to:

a) maintain a conflict-of-interest policy, which includes specific procedures to address each type of conflict, in line with best practice guidelines

b) maintain and regularly update a conflict-of-interest register

c) include standing agenda items in all committee and Board meetings to declare conflicts of interest

d) record in meeting minutes what actions were taken to manage conflicts of interest.

86. Where there is an actual or potential conflict of interest at any stage of a project, a BGA must manage or resolve the conflict. A conflict of interest may arise, for example, where a member of a BGA assessment committee has an interest in a member school applying for Commonwealth capital assistance. A conflict of interest may also arise when a person associated with the governance of the member school (approved authority, school board, staff member or other associated person or entity) has an interest in a body bidding for work funded by the Commonwealth.

87. BGAs must advise member schools applying for CGP grants of the Commonwealth requirements in relation to conflict of interest.

88. BGAs may seek advice from the Department to help resolve conflicts of interest. In such a case, the BGA must write to the Director of the Capital Funding Section (refer to clause 10 for contact information).

89. BGAs must document all steps taken in resolving conflicts of interest. This documentation is to be made available to the Department, or other appropriate Commonwealth authorities, upon request.

90. See **Attachment 8** for further details on identifying and managing conflict of interest.

Assessment of Applications

Probity and transparency of Capital Grants Program

91. To ensure probity and transparency of decision making, BGAs must ensure that the assessment and ranking of projects for funding is impartial, appropriately documented and reported (refer to clauses 72–78 publicly defensible and lawful.

92. BGAs can establish and maintain probity by complying with public sector values and expectations such as honesty, integrity, impartiality and accountability.

93. BGAs can establish and maintain transparency by producing appropriate documentary evidence (refer to clauses 72–78 of the application of an assessment criteria and methodology in accordance with these Guidelines. Documentation should be able to demonstrate that the:

a) published assessment methodology was applied in a consistent, robust and equitable manner

b) the highest ranked applications were identified and recommended to the Minister for funding through the CGP.[13]

Meeting the objectives of Capital Grants Program

94. The Minister must be satisfied that a member school needs the financial assistance for funding through the CGP, and that the funding meets the aims of the CGP.

95. When assessing applications, each authority (BGAs and the Department) must ensure the recommended projects contribute to the objectives of the CGP (refer to clause 9). Member schools must state in their applications which of the CGP objectives their project is addressing. Where the project relates to the CGP objective of "pursuing the Commonwealth's other priorities and objectives for schooling", further detail should be provided by the BGA to explain how the project relates to the relevant priority or Commonwealth objective.

Assessment and ranking of projects for funding

96. Once a BGA has established which projects are eligible for funding, it should rank the projects primarily based on the relative educational disadvantage of the student population of the member school. BGAs should give priority to the more disadvantaged over the less disadvantaged. All eligible projects should be included in the ranking.

97. BGAs should use an assessment methodology, which is sufficiently discriminating to be capable of dividing the full range of its member schools. This methodology may be a combination of generally applied indices and additional applicant-specific information. BGAs should ensure that these are applied in a consistent and equitable way which is able to be supported by evidence.

98. Member schools that cannot be differentiated based on the relative educational disadvantage of their students may have their ranking refined by reference to the combined effects of the following factors:

a) the relative contribution of the projects to the objectives of the CGP

b) the appropriateness of the cost, size and use of the facilities to be funded in relation to sound educational planning, such that projects that are more appropriate are given preference over others. Projects considered inconsistent with sound educational planning based on cost, size and use of the facilities should not be recommended

c) the condition and suitability of existing facilities in relation to the level of facilities needed

d) where relevant, the extent to which the projects effect economies of scale through the shared provision of educational or recreational services otherwise provided independently by State/Territory governments, local governments and member schools

[13] ANAO, 2013, Implementing Better Practice Grants Administration, p.64

e) the extent to which the member school is making adequate and regular provision for the upkeep of its facilities

99. A BGA may depart from this procedure for ranking in an individual circumstance where it believes strict adherence would seriously compromise the achievement of the objectives for the CGP. In such cases, the BGA must advise the Department of the specific reasons for the departure in its funding recommendation.

Timing

100. The deadline for the submission of applications for funding for capital projects is 30 September each year unless another date has been agreed by the Department in writing.

101. Acceptance of submissions after the closing date is at the discretion of the Department. Where finalisation of a recommendation is awaiting further information or development from the member school, the BGA should notify the Department.

Submission of schedule

102. The schedule should include the recommended projects and the projects not recommended for CGP funding.

103. The BGA should document and provide the Department information about any special features that have influenced the assessment of a project in a way that would not be apparent from the standard project information normally supplied.

104. BGAs should keep a detailed description of the scope of work including components of the project such as site works, items and quantity of furniture and equipment and professional fees. This detailed description should be used in the acceptance of the grant agreement between the BGA and the member school and in the financial accountability documentation completed by the member school.

105. Each BGA must submit its schedule to the Minister (via the Department) for approval via SchoolsHUB, and BGAs should identify the expected general project outcome(s) for students and school communities when submitting a Schedule via SchoolsHUB. Expected outcomes include:

a) providing a better learning environment

b) addressing an area of particular educational disadvantage

c) responding to new demographic or enrolment trends

d) supporting quality teaching

e) supporting parental and community engagement

f) supporting safety for the school community

g) supporting the curriculum

h) supporting educational opportunities for Indigenous students

i) supporting educational opportunities for students with a disability

j) other relevant outcomes.

Ad hoc schedules

106. BGAs should include all recommendations for funding in one annual schedule to enable ranking of competing applications and for administrative efficiency. However, ad hoc schedules of projects may be accepted where it is not practicable for a project proposal to meet the annual Schedule list timeline, or where additional funding becomes available, for example through project savings. BGAs should seek approval from the Minister for any ad hoc schedule projects.

107. Ad hoc schedule projects are subject to the same assessment criteria as annual Schedule projects. Ad hoc project recommendations must also be submitted through SchoolsHUB using the same process required for the submission of the annual Schedule.

108. If an ad hoc project application has been received, but the BGA does not recommend a grant, the BGA should submit the proposal to the Minister as a new project that is not recommended for CGP funding.

Settlement of school contribution and grant sizes

109. BGAs should determine the size of grants to be recommended to the Minister, by assessing the maximum contribution a member school and its supporting community can make to the project, both in cash and loans. BGAs should consider the current student population and use a methodology for assessment of the projected student population at the member school that is primarily quantitative and will enable explanations to be made to an independent appeal body or auditor.

110. The school contribution amount should be determined in consultation with the member school. The contribution amount should be based on a realistic and informed assessment of the member school's expected financial situation in the foreseeable future. Project costings should include all financial donations and contributions to projects to be funded under the CGP.

111. All in-kind contributions not of a financial nature should be excluded from the project descriptions and costings of a project under the CGP. For example, voluntary work and/or donations of furniture and equipment should not be included.

112. When several member schools are contributing to a project that will provide common services, contributions from each member school should be assessed using the above method. With such projects, one member school should agree to accept and manage the grant on behalf of the other partners (refer to clauses 116–118).

Property purchase

113. In the case of property purchase, BGAs may assess the non-project dependent aspects of an application (for example, socio-economic status and financial capacity) ahead of a specific property becoming available. The BGA, however, should not submit a recommendation to the Minister unless a specific property is being proposed for purchase. In such a case, the value of the property is to be confirmed by an independent valuation. Where a property is to be auctioned, the BGA recommends to the Minister, ahead of the auction, a maximum grant amount. This grant should be no greater than the independent valuation, less the member school's contribution.

National Construction Code and Australian Government Building and Construction WHS Accreditation Scheme

114. The National Construction Code sets out the Australian Government's expected standards for building contractors or building industry participants involved in Commonwealth funded construction projects. It is Commonwealth policy that National Construction Code 2022 will be applied to all construction projects indirectly funded by the Commonwealth where:

a) the value of Commonwealth contribution to a project is at least $6 million and represents at least 50% of the total project value; or

b) the Commonwealth contribution to a project is $10 million or more, irrespective of the proportion of Commonwealth funding.

For further information visit the National Construction Code 2022 webpage.

115. Member schools must also comply with the Australian Government Building and Construction WHS Accreditation Scheme. Under the WHS Accreditation Scheme, member schools must only contract with contractors who are accredited under the Scheme, subject to the financial thresholds outlined in clause 114. More information is available at the Office of the Federal Safety Commissioner (OFSC) webpage.

Multiple-school project

116. A single project providing facilities available to multiple member schools may also be eligible for funding. One member school must be nominated to be the lead school, which would have primary management of the project. Evidence should be provided showing that access to the facilities by all contributing member schools is protected for a reasonable period.

117. In exceptional circumstances, BGAs may also apply to manage a project on behalf of multiple member schools ('BGA Project' in SchoolsHUB). Under subsection 67(2) of the Act, the Minister may determine a single amount of financial assistance which the Minister is satisfied is required for capital expenditure by a BGA for all the member schools (or a number of member schools) that the BGA is approved for under the Act.

118. BGA managed projects must demonstrate the benefits to be achieved by conducting a single BGA-managed project, rather than a series of projects from individual member schools. Such projects may be considered as a response to unforeseen or developing issues affecting a number of member schools. Projects would be assessed on based on meeting the CGP objectives, aligning with the CGP criteria for funding and demonstrating a particular benefit to disadvantaged member schools.

Approval process

Notification of approval

119. The Department will inform each BGA in writing of all approved projects and of any special conditions applying to individual projects. Successful member schools will also be notified in writing by the Department.

120. The approval notification normally occurs in December each year.

121. BGAs should ensure that any conditions which attach to the approval of a project are legally enforceable. Each member school receiving capital funding must enter into legally binding written

agreement with its respective BGA and in doing so, the member school must agree to be bound by all attached conditions. Agreements should include certain conditions, including the Commonwealth right of recovery, assignment of rights and other requirements (refer to clause 63–64). BGAs must provide copies of executed agreements to the Department when requested.

122. Where a new member school has been approved for capital funding, the BGA must include a clause in the agreement with the approved authority of the member school specifying that if the member school is <u>not</u> approved for recurrent funding by the Minister; and/or <u>not</u> receive final State or Territory registration; and/or the approved authority <u>not</u> be recognised by the Minister, the member school will repay the grant in full to the Commonwealth (refer to clause 64h).

123. The entity with which a BGA enters into an agreement in relation to a grant must be a legal entity, usually an incorporated body (for example a body corporate or an incorporated association) or a statutory body with the ability to enter into legally binding contracts and to sue and be sued in its own name.

124. This entity / body must:

    a) operate the member school

    b) have a legal right to own or occupy the land on which the project facilities are to be built (for example, under a lease or as beneficiary of a trust).

125. Where the operator of the member school and the owner of the land are not the same entity, the BGA should ensure that the Commonwealth's recovery rights are protected, for example by an agreement between the member school and the land owner. This may be the existing tenancy lease, where the lease runs for a period commensurate with the designated used period.

Public announcement of funding

126. The Minister reserves the right to make public announcements about the capital program or relevant capital projects at any time and to inform member schools about the approval of projects.

127. BGAs should not publicly announce the approval of grants or advise member schools that an approval has been granted until formally advised by the Department (refer to clause 167 for recognition of assistance requirements).

Review of decision

128. Where a BGA does not recommend a project, the BGA should provide reasons to the applicant member school and should afford the member school the opportunity to have the application reviewed.

129. The review process must be:

    a) independent of the original assessment process and personnel

    b) mutually acceptable to the BGA and its member schools.

130. The review process may be done before, or in parallel with, the submission of the BGA's Schedule list to the Department.

131. Member schools or members of the school community may also request a review of other aspects of the application or grant management process from the BGA.

132. The BGA should advise the Department, in writing of any appeal as soon as it becomes aware of a request for review. All outcomes of the reviews should be communicated in writing to the Department.

Payment Process

Commitment to commence a project

133. When funds are approved for payment in a particular program year, the BGA should ensure that the relevant member schools enter into legally binding commitments to proceed with those projects (for example signing a building contract) by the end of that year or such later date as the Minister approves.

134. If a member school cannot make a commitment to commence the project by the end of the program year, the BGA should seek the Minister's approval to reallocate the funds to other projects which have commenced, or can commence, before the end of the year. In exceptional circumstances, the Minister may consider approval for a later commitment date.

135. If the BGA is unable to reallocate the funds in this way, the BGA should advise the Department in writing.

136. Member schools seeking CGP funding should not commit themselves to proceed with a project (for example by signing a contract) prior to being advised by their BGA that the Minister has approved the project. Grants will not be approved where a commitment has already been made to proceed with the project. Subject to the BGA's agreement, member schools may proceed to prepare working drawings and to call tenders prior to project approval, but the Commonwealth does not accept liability for the costs of doing so in the event the project is not approved.

BGA agreements with schools

137. Member schools must enter into appropriate funding agreements with their BGA before any capital funding payment can be made. Payments of capital funding will not be made to member schools that are not formally bound to the mandatory requirements (refer to clauses 63–64).

Assignment of rights

138. Every agreement between the BGA and a member school must include a provision permitting some or all of the BGA's rights, including repayment of the capital funds, to be assigned to the relevant State/Territory or the Commonwealth. A pro forma clause is at **Attachment 6**.

Payment to BGAs

139. Grant payments under the CGP are made in 11 instalments up to the commitment of the BGAs' allocation amount. The first payment in January is for administration allowance only. The February payment is for project grant funds only. From March onwards, the payment will be for both project grant funds and administration allowance.

140. Payments to BGAs will be increased by the required amount for Goods and Services Tax (GST). A Recipient-Created Tax Invoice will be available via SchoolsHUB.

141. BGAs should manage the timing of the payments to member schools to minimise paying out funds ahead of expenditure being incurred on projects.

142. If, at a point in time, a BGA has insufficient funds on hand to pay all claims, it should give priority to those member schools that can least afford to wait for the payment.

143. If a BGA does not comply with any conditions under the Act or the Regulation, the payments may be delayed in accordance with section 110 of the Act.

BGA Administration Expenses

144. A BGA's administrative allowance for a year is:

a) 3 per cent of the amount of CGP funding payable to that BGA for that program year, or

b) an amount specified in a written direction made by the Minister (or delegate) under subsection 30(6) of the Regulations for the purposes of paragraph 30(1)(b)(i) of the Regulations. Such a determination will ordinarily be made for small BGAs.

145. It is expected that a BGA will manage its operations to ensure the costs of administering capital expenditure on the approved projects stays within the administrative allowance. But if the cost of administering the CGP in a program year is likely to exceed the BGA's administrative allowance for that year, the BGA may write to the department before the end of the program year, explaining their circumstances and asking the Minister (or delegate) to taken any of the following actions:

a) increase the administrative allowance (per clause 144(b)), or

b) direct the BGA to use interest earned on CGP funding towards its administrative costs in a written direction under subsection 30(6) of the Regulations for the purposes of paragraph 30(5)(a) of the Regulations.

146. If a BGA's administrative expenses for a year are less than their administration allowance, the BGA must apply to the Minister (or delegate), through a project variation via SchoolsHUB, for a written direction in relation to spending the CGP funding on an approved project and a resulting reallocation of CGP funding from the BGA's administration allowance to an approved project on SchoolsHUB.

147. A BGA must not spend its administration allowance on expenses relating to:

a) security to obtain, or comply with, any form of loan, credit, payment or other interest, or

b) the preparation of, or in the course of, any litigation.

Spending and committing CGP funding in accordance with these Guidelines

148. In order to spend or commit CGP funding in accordance with these Guidelines, a BGA must:

a) spend, or commit to spend, CGP funding on capital expenditure in relation to:

i. an approved project, by paying amounts of CGP funding to the approved authority or governing body of a member school that is responsible for that approved project, and

ii. administrative expenses the BGA incurs in administering capital expenditure on an approved project, so long as the amount spent on this in a program year does not exceed the BGA's administrative allowance for that year, and

b) not make a payment of CGP funding to the approved authority or governing body for a member school unless:

   i. a legally binding agreement/s is in effect between the BGA and the approved authority or governing body of the member school that contains the mandatory conditions (specified in clauses 63 and 64)

   ii. the BGA is satisfied after making reasonable enquiries, that the approved authority or governing body of the member school has met all grant condition requirements (for example, that the member school has executed contracts with third party providers to undertake project work)

   iii. the BGA is satisfied that the approved project has commenced, and

   iv. with the exception of an initial advance payment, that the amount that the BGA pays to the member school is based on evidence of capital expenditure costs incurred by the approved authority or governing body for that member school in relation to the approved project (i.e., as supported by progress and expenditure statements provided to the BGA by the approved authority for that member school including photographic evidence of progress and invoices).

c) not commit CGP funding to an approved authority or governing body for a member school unless the BGA ensures it will have sufficient funds available to fulfil that commitment when it falls due.

149. BGAs may require a member school to pay its contribution before the BGA commences grant payments, where the BGA judges that it would be prudent. For example, there may be circumstances where a BGA believes a member school has the capacity to contribute a certain amount to its project, but the BGA is not confident the member school will necessarily preserve the funds/assets for this purpose. There may also be circumstances where the member school has indicated it will acquire the necessary funds (for example, through borrowing) however the BGA may not be confident of this happening.

Project Variations and Terminations

Project variations

150. A change of circumstances after the approval of a project may require a variation to the project. Aspects of the projects that may be varied include, but are not limited to:

a) total project cost increase or decrease

b) school contribution increase or decrease

c) the start or end date being moved by more than one year

d) changes to the scope or project category, facility category or other project descriptor

e) a request to vary the date for commitment if the member school cannot enter into a commitment (sign a contract with a builder) for the project before the end of the year in which the project was approved

f) moving an amount of funding to an earlier or later program year (re-profiling). Re-profiling occurs when CGP funding for a project is moved between program years with no change to the total CGP funding amount (for example, increasing a project's 2022 funding amount by $10,000 and reducing its 2021 funding by $10,000).

g) cancelling (withdrawing) a project.

151. All variation requests must be submitted via SchoolsHUB to the Department for consideration and approval by the Minister. For more complex variations, the BGA may wish to discuss the circumstances of the variation with the Capital Funding Section or provide additional information by email.

152. It is the responsibility of the BGA to recommend to the Minister, in respect to funding or other changes to the project, the course of action which best serves the objectives of the CGP.

153. BGAs should ensure that, if additional funding is required for a variation, sufficient funds are available for the proposed variation.

154. If a variation would affect the current year's allocation, it should be committed before the end of the current year to ensure the full allocation can be paid before the end of the year.

155. The Minister will approve all changes in writing or through SchoolsHUB.

Commonwealth right to repayment

156. Section 109 of the Act and section 64 of the Regulations provide the Commonwealth with a right to repayment for funding allocations of more than $75,000 where the school has ceased to provide primary or secondary education.

157. It is a condition of funding that approved authorities advise the BGA should such a circumstance arise.

158. The amount of funds repayable in the above circumstances is dependent on the capital funding amount and the number of years the facility was used for the provision of primary or secondary education. (See **Attachment 3** for further details on Commonwealth right to repayment).

Savings

Recovered Funds, Interest and Savings

159. Recovered funds, interest or savings can be allocated to an existing or new project, by submitting a request to the Minister (or delegate).

160. Recovered funds and savings funds must be committed to another project within 12 months of the funds becoming available, irrespective of the year in which the funds were originally allocated (see section 30 of the Regulation).

Recovered Funds

161. Recovered funds refer to funds that are returned to the BGA after a project has been acquitted, usually because of a member school closing. If a member school has acquitted a capital project and is still bound by the designated use period, a recoverable amount will be determined to be repaid to the BGA in accordance with section 64 of the Regulation.

Interest

162. Interest refers to the amount of funds that a BGA earns from a bank account which holds capital funding until it is disbursed to a member school for a capital project.

163. The Minister may direct the BGA in relation to the use of accrued interest funds (see subsection 30(5)(a) of the Regulation).

Savings

164. Savings refer to unspent grant funds at completion of the project. For example, where a total project cost has been over-estimated and there are unspent grant funds at completion of the project, those funds are referred to as 'savings'.

165. In the case where the cost of an approved project, at the completion of the project, is less than the estimated cost upon which the Commonwealth capital funding offer is based, the funding should be reduced by the amount by which the project cost has decreased. A decrease in the member school's contribution following project savings may occur, with the approval of the Minister, where the BGA has re-assessed the member school's capacity to contribute to the project and found that the member school's underlying financial position has changed since the project was approved.

Cancelled

166. Cancelled funds refer to funds that were allocated to an approved project which does not or cannot commence. The funds which were allocated to the cancelled (withdrawn) project become unallocated and should be reallocated to other eligible project/s within 12 months.

Recognition of Assistance

167. Capital funding recipients must meet Commonwealth recognition requirements for CGP funding. BGAs should ensure member schools are aware of their obligations concerning recognition and should monitor and obtain evidence of their compliance. These requirements include:

a) recognition of the Commonwealth's funding contribution in all announcements and other publicity

b) ensuring that member school communities are advised directly about assistance received from the Commonwealth, including through school newsletters

c) arranging an official opening ceremony of the funded facilities after the physical completion of the project and within 7 months of completion where the Commonwealth has contributed funding of $100,000 or more, unless otherwise agreed by the Commonwealth

d) the Minister or the Minister's representative must be invited to speak at all official openings of capital projects[14]. Where the Commonwealth has contributed more than 50% of the total project cost, the Minister or Minister's representative must be invited to officially open the facility

e) advising the Department, via the schoolopenings@education.gov.au inbox, of 3 proposed dates for school recognition ceremonies well in advance of the proposed opening dates

[14] The Minister responsible for the Act and Regulations has responsibility for the CGP and invitations to attend ceremonies will be directed to the Minister.

f) recognition of Commonwealth funding on plaques, as follows:

(i) installing building plaques on all completed projects, irrespective of project cost, which recognise Commonwealth funding, unless otherwise agreed by the Department

(ii) where a facility is opened by a Commonwealth representative, the name of the person opening the facility should be included on the plaque

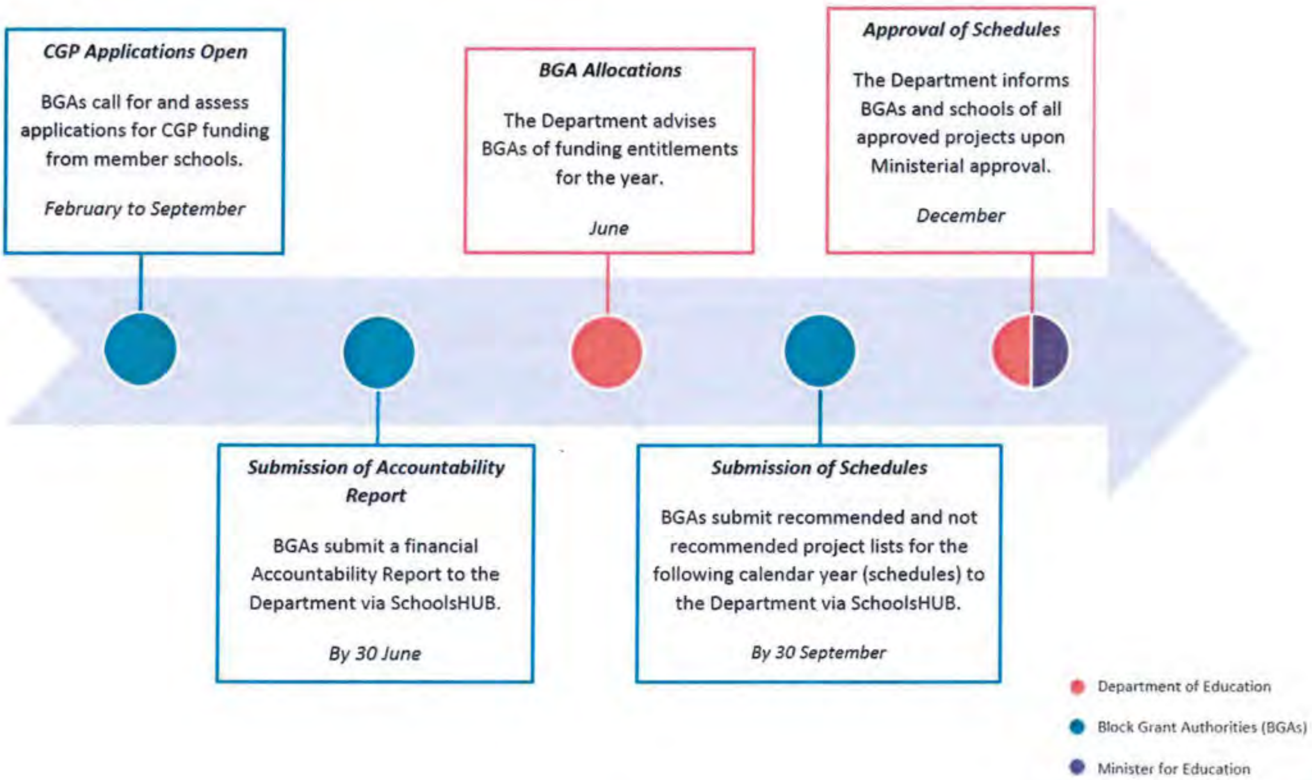
(iii) wording on plaques recognising Commonwealth funding should be of similar size and style to wording recognising other funding sources

(iv) including the Australian Government crest on all plaques

(v) the Department will approve all plaque wording.

168. All requests and inquiries regarding recognition ceremonies or plaques should be made to the Department at schoolopenings@education.gov.au. Member schools should contact the Department through this inbox in relation to any uncertainty or issues regarding the recognition requirements, including applications for variations to, or exemptions from, the recognition requirements. A Recognition Factsheet is at Attachment 7 and is also available on the Department's website.

Capital Grants Program (CGP) Key Milestones



Attachments

Attachment 1 Calculation of Entitlements

1. The total amount of funds to be made available for each year under the CGP is appropriated under the Act. Any indexation to entitlements for building price movements will normally be made in the later part of the program year.

2. BGAs' entitlements are calculated in two stages: firstly, the administration allowance and secondly project funds.

3. The following flow chart stipulates the formulas used in calculating the various stages.

Calculate
Administration Allowance
(Stage 1)

Calculate State/Territory notional allocations based on proportion of national non-govt enrolments. **(Stage 1a)**

Calculate notional allocations to each BGA based on proportion of recurrent funding payments to member schools in each BGA (60%) plus proportion of enrolments of each BGA (40%) in that State/Territory. **(Stage 1b)**

Calculate administration allowance for each BGA. **(Stage 1c)**

Calculate
Project Funds
(Stage 2)

Subtract total administration allowance from the national allocation. **(Stage 2a)**

Calculate State/Territory project allocations based on the proportion of national non-govt enrolments. **(Stage 2b)**

Calculate project allocations to each BGA based on proportion of recurrent funding payments to member schools in each BGA (60%) plus proportion of enrolments of each BGA (40%) in that State/Territory. **(Stage 2c)**

For the first List of Capital Project year calculated, add each BGA's administration allowance to its project allocation to obtain total BGA allocation. **(Stage 2d)**

Attachment 2 Better Practice School Visit Report

Below are suggestions for a set of group headings that BGAs should consider incorporating into their member school visits reports as part of their initial applications. Individual BGAs will develop sub-heading within each of these groups. The questions provided outline the issues that BGAs should consider when developing their sub-headings for each of the groups. BGAs should have inspection schedules/checklists/score sheets to assist them during their visits.

GROUP HEADINGS	QUESTIONS TO BE CONSIDERED
1. Date of visit and details of the visiting team	Who visited the school and when was the visit conducted? Who was present at the time of the visit?
2. Summary of the requested grant	What is the reason for the school's application? What is the estimated total cost? What is the proposed size of the grant? How will the school meet its contribution?
3. Eligibility	Does the school meet all the eligibility requirements of the CGP?
4. Existing facilities	Is a site plan available? To what extent does the current accommodation meet the needs of the school?
5. Proposed project	What does the proposed project involve? Will this project contribute to the goals of the Capital Grants Program?
6. Enrolment information/ catchment area	What are the enrolment trends over the past 5 years? What are the projected enrolments and how stable and consistent are enrolments? What are the main drawing areas for enrolments? What are the minor drawing areas for enrolments? What transport arrangements are available for current and prospective students?

GROUP HEADINGS	QUESTIONS TO BE CONSIDERED
	Are the proposed facilities adequate in area and nature for the number of current and prospective enrolments? Are there any other considerations such as class size policy or international students that are worth commenting on?
7. Project management	If the school is successful in obtaining a grant, does the school have the capacity/expertise to manage the infrastructure project? Is the school aware of the Commonwealth tendering requirements, including potential conflict of interest with bodies bidding for work?
8. Other discussion points	Does the school have a strategic plan that demonstrates the school's consideration of all aspects of its development? If so, how was it developed? Does the school have a master plan? If so, how was it developed? Does the School have a maintenance policy and objectives from which a maintenance plan arises? Has the community been consulted about the prospective work? Has the school considered increased or decreased enrolment implications? What other alternatives have been or could be considered? Has the school carefully considered the impact of the works including energy consumption, security, access for students/staff with a disability? What will the school do if this application is eligible but is unsuccessful due to insufficient priority? What will they do if this application is rejected due to insufficient/financial and/or education need?
9. Appendices	Please append any working templates such as inspection schedules/checklists/score sheets

Attachment 3 Commonwealth Right to Repayment

In section 64 of the Regulations it specifies the repayment periods and recoverable amounts on the calculated portion of the grant that will become repayable where, at any time during the Designated Use Period, the member school ceases to provide primary/secondary education:

Recovering capital funding when a member school ceases to provide education

Section 64 of the Regulations provides the following:

(1) For subsection 109(4) of the Act, an amount (the ***capital funding amount***) of financial assistance, mentioned in paragraph 109(4)(a) of the Act, that is provided for a member school is recoverable if:

a) the capital funding amount is included in column 1 of an item of the table in this subsection; and
b) the member school ceases to provide any primary education or secondary education in the period mentioned in column 2 of that item.

When a capital funding amount may be recovered

Item	Capital funding amount	Designated use period
1	$75,001 to $500,000	2 years plus one additional year for each $50,000 of financial assistance that is over $100,000
2	$500,001 to $1.5 million	10 years plus one additional year for every $100,000 of financial assistance that is over $500,000
3	Over $1.5 million	20 years

(2) If the member school ceases to provide primary education or secondary education during the first half of the period specified in column 3 of an item in the table in subsection (1), the amount specified under paragraph 110(1)(a) or (b) of the Act must not exceed the capital funding amount.

Note 1: Paragraphs 110(1)(a) and (b) of the Act allow the Minister to require a State or Territory to repay an amount and reduce the amount that is payable to a State or Territory.

Note 2: Subsections (2) and (3) are prescribed for subsection 110(3) of the Act.

(3) If the member school ceases to provide primary education or secondary education during the second half of the period specified in column 3 of an item of the table in subsection (1), the amount specified under paragraph 110(1)(a) or (b) of the Act must not exceed the amount that remains if, each year in the second half of the period, the capital funding amount were reduced by equal proportions.

Example: Financial assistance of $2 million is provided to a BGA to build a school building for a primary school. If the member school ceases to provide primary education during the 10-year period after the financial assistance is provided, the entire amount may be recovered by the Commonwealth. For each year following that 10-year period, the amount that may be recovered by the Commonwealth reduces by 10%.

(4) In determining a period for the purposes of subsection (2) or (3), round the period to the nearest full year.

Examples or the recoverable amount are set out in the table below:

Total grant amount	Designated use period	Recoverable portion	Example
$75,001 to $500,000	2 years plus one additional year for each $50,000 over $100,000 (Rounded to the nearest full year)	Full amount will be recoverable up to half way through the Designated Use Period, and then reduced by equal proportions of the total amount over the remaining period.	Grant amount $475,000: retain interest for 2 years plus 7.5 years (total rounded up to 10 years). The full amount recoverable up to 5 years then the amount to be recovered would be reduced by 20% of the total amount each year until $0 is recoverable after the 10 years from the date of the commencement of the Designated Use Period.
$500,001 to $1.5 million	10 years plus additional year for every $100,000 over $500,000 (Rounded to the nearest full year)	Full amount will be recoverable up to half way through the Designated Use Period, and then reduced by equal proportions of the total amount over the remaining period.	Grant amount $1m: retain interest for 10 years plus 5 years (total 15 years). Full amount recoverable up to 7.5 years then would reduce by 13.33% of the total amount each year to the end of 15 years.
Over $1.5 million	20 years	Full amount will be recoverable up to half way through the Designated Use Period then reduced by equal proportions of the total amount over the remaining period.	Grant amount $2m: retain interest for 20 years. Full amount recoverable over 10 years and then would reduce by 10% of the total amount each year to the end of the 20 years.

Right to repayments prior to 2009
The right to repayment arrangements were varied in 2009. The following right to repayment arrangements apply where a grant was approved prior to the issue of the 2009 *Administrative Guidelines: Commonwealth Programs for Non-Government Schools.*

The Commonwealth retains, for 20 years from the date of completion of a project, a right to repayment from non-government bodies of grants of more than $75,000 should they, within the 20 years, sell or otherwise dispose of the facilities or cease to use the facilities principally for the approved purpose.

Calculated portion of the grant

The calculated portion of the grant (that is the repayable amount) repayable to the Commonwealth is calculated as follows where a grant was approved prior to the issue of the Administrative Guidelines for 2009:

- The Designated Use Period that the facility was used by the member school for the Approved Purpose is:

    (i) 20 years where the Facilities are buildings
    (ii) 5 years for computer equipment
    (iii) 10 years for equipment other than computer equipment.

- The Calculated Portion of the grant is calculated by applying a reduction of:

    (i) 5% where the Facilities are buildings
    (ii) 20% where the Facilities are computer equipment
    (iii) 10% where the Facilities are equipment other than computer equipment

  to the grant for each year during the Designated Use Period that the facility was used by the BGA Participant for the Approved Purpose.

It should be noted that, on or after the date of issue of the revised program guidelines for 2009, the equipment cost component of projects was assumed to be funded under the member school contribution component of project funding and does not receive any special consideration with respect to shorter right of repayment time periods. Where this may unfairly disadvantage a member school, for example when the equipment cost component exceeds the member school contribution, the BGA may seek the Minister's approval in writing of a modified Right of Repayment arrangement for the project which takes the shorter effective life of equipment into account.

Attachment 4 Tendering Processes

1. BGAs must approve all tendering procedures used by the member schools and prior to the preferred tenderer being engaged by the member school. The procedures should be in line with sound tendering practices and support the principle of value for money. Tendering processes used by member schools and by those submitting offers must be based on sound building industry practice in accordance with the Australian Standard Code of Tendering - AS4120.

2. Where a person believes a tendering procedure approved by the BGA is unfair or inconsistent with sound tendering practice the BGA must provide that person with an opportunity to explain why it objects to the procedure approved, and the BGA must explain the reasons for the BGA's approval of the process.

3. BGAs must ensure member schools obtain value for money from a tender process and not just the lowest price offered. Member schools must assess all tender submissions for eligibility, adherence to applicable policies, quality assurance, capability and capacity of offers and ensuring value for money is achieved. Member schools must document their assessment methodology, selection criteria and recommended outcome for each tender submission and seek appropriate approvals.

4. Member schools must not accept tenders, nor enter into commitments in relation to recommended projects, until advised by the BGA of the formal approval of the CGP project and their agreement with the BGA has been finalised.

5. The Commonwealth does not accept any liability for costs incurred by member schools in preparing applications, tenders or the development of project plans. In special circumstances BGAs may apply to the Department for special consideration for payment of such costs from BGA allocations.

6. As outlined in the Australian Standard Code of Tendering, the school principal or the person calling for tender, can negotiate with a single prospective tenderer to achieve an acceptable tender. Negotiations should be carried out in good faith.

7. Where applicable, BGAs must require and ensure member schools implement projects in accordance with the requirements contained in the National Construction Code 2022 and the Australian Government Building and Construction WHS Accreditation Scheme

8. A checklist for tendering is provided below. The principles contained in the checklist include:

   a) project implementation must be overseen by a licensed building industry professional who is independent of those carrying out the work.

   b) member schools should not be prevented from having direct access to professional advice (consultants), independently of the builder or project manager, about the implications of design, materials and construction decisions.

c) there should be effective competition to the greatest extent practicable for all major elements of a project. Being fair and equitable to the market and achieving greater value for money.

d) procurement processes used by member schools and by those submitting offers should be based on sound building industry practice in accordance with the Australian Standard Code of Tendering. Member schools must advise the BGA of the tender method used for each tender process.

e) all tender assessment criteria must be specified in tender documentation and should include tenderers' capability and capacity, financial and technical capacity to carry out the work.

f) there must be signed written contracts for the engagement of all major parties. It would be expected that these contracts would be based on standard industry contracts, and the contracts must clearly state the responsibilities and liabilities of the parties to the contract.

g) the contract between a member school and the independent professional overseeing the implementation of a project must include a condition that the person overseeing the project must monitor the performance of all subcontracts for the project on behalf of the member school to ensure the work is undertaken in accordance with the terms and conditions of those contracts.

h) a reasonable project end date must be estimated.

i) claims for payment must be certified by a licensed building industry professional who is independent of the client (including any member school/school community personnel) and the builder.

j) BGAs should keep records of the tender methods utilised for each project tender. These records may be required by the Department, if for example, the BGA assigns rights to the Department. BGAs should contact the Capital Funding Section in relation to any uncertainty or issues regarding tendering.

Employment and Training provisions for Aboriginal and Torres Strait Islanders

9. Capital funding is offered on the additional condition that the member school will encourage the employment and training of Aboriginal and Torres Strait Islanders.

10. Where a project is to be undertaken specifically for an Indigenous Australian community, at least one member of that community is to be involved in the evaluation of tenders, except where a conflict of interests would arise.

Checklist for tendering requirements

1. Prior to starting the project have you:

☐ Clearly documented the need for the tender in a business case?

☐ Undertaken a risk assessment and document in a risk plan?

☐ Researched the market and decided on the most appropriate procurement method?

☐ Outlined the timeline for the project noting all the required steps?

☐ Clearly detailed the relevant conditions for participation and not excluding potential tenderers unfairly in doing so?

☐ Drafted a request to market document (including the draft contract) that clearly articulates what you need and has all necessary standard terms and conditions?

☐ Developed a written statement of requirements for the work that is unambiguous in its requirements?

2. Have you complied with the National Construction Code 2022 and the Australian Government Building and Construction WHS, where applicable?

3. Have you, in relation to the Conduct of the Process:

☐ Considered the involvement of the Indigenous Australian community as part of the evaluation of tenders if the project is primarily for the benefit of the Indigenous community and addressed in your evaluation plan?

☐ Encouraged the employment and training opportunities of Aboriginal and Torres Strait Islanders in the project in some way? Reiteration of the need to encourage this in any project to improve opportunities for Indigenous workers.

☐ Provided evaluation criteria robust enough to provide a clear guide for assessment and comparison of the costs and benefits of all submissions on a fair and equitable basis over the whole tender life cycle?

☐ Asked for sufficient detail from the tenderer on tender assessment criteria to ensure the tenderers, technical and financial capacity and capability to carry out the work?

☐ Ensured that your tender delivers value for money over the life of the project?

☐ Ensured that your tender does not unfairly discriminate against small and medium enterprises (SMEs)? SMEs are organisations with fewer than 200 full time employees.

☐ All tender documentation provides an understanding of the reasons for the tender, the process that was followed and all relevant decisions, including approvals and authorisations, and the basis of those decisions?

☐ Documented any plan for contract negotiations?

4. After the award of the contract:

☐ Do you have a contract management plan?

☐ Do you have clearly defined key performance indicators (KPIs)?

☐ Have you provided the opportunity to debrief unsuccessful tenderers?

☐ Is a written contract signed with the supplier on file?

☐ Do you have a verification process in place to confirm that subcontractors, consultants and material suppliers' workplace arrangements comply with the Code and Guidelines? For example, as part of the contract KPIs and/or contract management activities.

☐ Do you have processes in place to monitor on-site compliance of subcontractors engaged during the life of the project? For example, as part of the contract KPIs and/or contract management activities.

☐ Do you have a process for the retention of the documentation for a period of 7 years? Is this stated in your contract?

Attachment 5 Better Practice Procedures Manual

A Common Table of Contents

The Department recommends that, as a minimum, BGAs include each of the following group headings in the table of contents section of their procedures manuals. The actual sub-headings may vary but this list provides a sample of the most common.

GROUP HEADINGS – to be common across BGAs	Sub-Headings – to be included/altered at the discretion of each BGA
1. INTRODUCTION	An introduction to the Capital Grants Program The purpose of the manual
2. COMPANY OR ASSOCIATION DETAILS	About the company or association Company or association details (such as ABN) Board of management Roles and responsibilities Code of conduct Board member remuneration Board management policies
3. STAFFING	Staff structure Staff contact details
4. THE CAPITAL GRANTS PROGRAM	Objectives of the program Overview of the selection process Membership in the BGA Member schools Use of grant funds Capital grants application process - processing applications - school visits - assessment process - eligibility criteria - assessment criteria - weighting of assessment criteria

GROUP HEADINGS – to be common across BGAs	Sub-Headings – to be included/altered at the discretion of each BGA
	- socio-economic information - other factors (for example location –regional, remote) - finalisation of recommended and not recommended projects Approval and notification Annual project lists Capital Grants Program process of appeal and dispute resolution Department of Education contacts
5. CURRENT TIMELINE	A timeline for the relevant funding year
6. ACTIVE CAPITAL GRANTS PROJECTS – PROCESSES AND PROCEDURES	Acceptance of grants Schedule of grant payments Project records - project files - project database Project financial accountability procedures - method of management - tendering processes - progressive expenditure statements - payments for projects completed Project completion - architect's/supervisor's statement - accountant's statement Notification of project variation - processes and procedures - project details Commonwealth accountability requirements Recognition of Commonwealth assistance Commonwealth equity

GROUP HEADINGS – to be common across BGAs	Sub-Headings – to be included/altered at the discretion of each BGA
7. OTHER SERVICES TO SCHOOLS (optional)	Newsletter or other communication tool - Distribution List
8. APPENDICES	The appendices should include all detailed information such as checklists, reporting templates and step-by-step procedures for SEMIS. These should not appear within the body of the procedures manual
9. THE BUSINESS [15]ENVIRONMENT – FINANCES, ADMINISTRATION AND TECHNOLOGY	Bank accounts and signatories Auditor Insurances FBT, PAYG, GST, BAS, WorkCover Rental and Leasing Arrangements Board Member Payments Petty cash Account payments Annual accounts Motor vehicle Meeting arrangements Filing system Electronic archiving Storage and filing Computer system Communications system

[15] Heading 9 should be deleted prior to a BGA sharing their better practice procedure manual with non-government schools. Information is relevant for BGAs and the Department only.

Attachment 6 Proforma Clause to be Included in Agreements Between BGAs and Schools

Agreement to assignment to the Commonwealth

a) The BGA Participant acknowledges and agrees that the BGA may assign some or all of the BGA's rights under this agreement (including the BGA's rights to recover all or a portion of the grant from the BGA Participant).

b) The BGA Participant acknowledges and agrees that, where the BGA assigns a right to the Commonwealth (the 'Assigned Right'), the Commonwealth may exercise the Assigned Right and enforce the Assigned Right directly against the BGA Participant, in the Commonwealth's name, as the BGA's assignee.

c) Without limiting paragraph (b), the BGA Participant acknowledges and agrees that the Commonwealth may institute legal proceedings directly against the BGA Participant School to enforce the Assigned Right.

Attachment 7 Summary of Capital Grants Program Recognition Requirements

Schools which receive funding through the Capital Grants Program (CGP) are required to:

- acknowledge Commonwealth funding in all announcements and other publicity of all school capital projects to which the Commonwealth is contributing funds
- install building plaques on all completed projects, irrespective of cost, which acknowledge Commonwealth funding
- arrange for the recognition of funding after the physical completion of a project and within 7 months of physical completion, unless otherwise agreed by the Commonwealth:
    - where the Commonwealth contribution is equal to or exceeds $100,000 irrespective of the year in which the funding was approved, or
    - where the member school or the Commonwealth requests an opening.

CGP GRANT UNDER $100,000 – CEREMONY PROCEDURE

- Where the CGP grant to a project is under $100,000 a member school can choose to recognise the Commonwealth's assistance by installing a building plaque only.
    - A member school should advise the Department via the school openings inbox that a project is complete and that an official opening ceremony will not be held as the grant amount is under $100,000.
    - The Department will provide a plaque template to the member school.
    - The member school is to formulate the plaque wording based on the template and provide it back to the Department for approval.
    - The Department will advise the member school when approval has been given.
    - The member school then arranges for the plaque to be manufactured and installed on the building.
- Alternatively, **if a member school wishes to hold an opening**, the opening requirements for grants over or equal to $100,000 apply. Please see the procedure below for further information

CGP GRANT OVER OR EQUAL TO $100,000 – OPENING CEREMONY REQUIRED – PROCEDURE

- Member schools are required to hold an official opening ceremony where the CGP grant for the project is equal to, or more than $100,000.
- Dates of openings must be convenient to all parties including the Commonwealth. To ensure opening dates are suitable to the Minister or the Minister's representative, it is requested that:
    - invitations are sent to the Minister by recipient schools via the school openings inbox at schoolopenings@education.gov.au at least 2 months in advance of the opening.
    - three possible dates should be included in the invitation that do not coincide with Parliamentary of Australia sitting days, refer to the Parliamentary Sitting Calendar

REQUIREMENTS FOR CEREMONIES

- The following conditions apply for an official opening ceremony
  - The Minister or the Minister's representative must be invited to open those projects for which an official opening is being arranged.
  - The Minister or the Minister's representative must be invited to speak at all official openings of capital projects to which the Commonwealth has contributed funding.
  - In the case of an opening with other sources of funding, for example State contribution, the Minister or the Minister's representative must be invited to open those projects to which the Commonwealth contribution is greater than 50% of the project cost.

Note: Member schools are welcome to elect the attending Commonwealth representative to open facilities where the Commonwealth has contributed less than 50% of the project cost.

  - Where a facility is opened by a Commonwealth representative, the name of the person opening the facility must be included in the associated commemorative plaque, which must be either affixed to the new or refurbished buildings, or displayed in an appropriate position.
- If the Minister or the Minister's representative attends an opening, they may issue media releases.
- Member schools may receive exemptions from opening requirements depending on the type of facility and works applied. For example, intangible improvements such as the replacement of an electrical system or a simple refurbishment of an amenities block may be considered for exemption by the Department.
- A member school must obtain the Department's agreement for an exemption from holding an official opening, or for deferment of an opening.

Note: Invitations to attend ceremonies will be directed to the Minister responsible for the CGP in the first instance.

Contact Us:

You are welcome to contact a schools liaison officer through the schoolopenings@education.gov.au inbox if you would like to discuss or need further information regarding any aspects of CGP requirements for recognition.

Sample plaque wording for projects funded under the Capital Grants Program

Australian Government

SCHOOL NAME

This plaque commemorates the official opening of the

Project Description

by

Name

on

Date

This/these project/s were jointly/entirely/principally/partly funded by the Australian Government under the Capital Grants Program (Include other funding sources if relevant/desired. for example, ', and the [State] government', or ', and the [Name of School] community')

Principal: (Optional) President, School Council: (Optional)

<u>Notes:</u>

- **Highlighted Text**
  - The areas highlighted green should be completed with the appropriate information.
- **Style**
  - Wording on plaques acknowledging Commonwealth funding must be of similar size and style to wording acknowledging other funding sources.
- **School and Australian Government logos**
  - If you would like to include the school's logo on the plaque, please position it directly above the school's name on the plaque.
- **Approval**
  - Departmental approval of plaque wording is required. A school is to send the draft wording to the Department via the school openings inbox. The Department will provide clearance or comment.
- **Plaque costs**
  - The manufacturing and installation costs of Capital Grants Program plaques are the responsibility of recipient schools.

Attachment 8 Conflict of Interest Guidance Information

A **conflict of interest** exists when it appears likely a Block Grant Authority, Approved Authority, School Board Member, School Principal, Staff Member or other Associated Person or entity could be influenced, or where it could be perceived that they are influenced, by a personal interest in carrying out their duty.

Conflict of interests may be real, apparent or potential:

Real
Where a direct conflict exists between current official duties and existing private interests

Apparent
Where it appears or could be perceived those private interests are improperly influencing the performance of official duties whether or not that is actually the case

Potential
Where private interests are not but could come into direct conflict with official duties

Examples of conflict of interest include:

- A board member deals with an application in which their family member was the decision maker.
- A committee member should not be a principal with a current project
- A person associate with the governance of the school has an interest in the body bidding for work funded by the commonwealth.
- An apparent conflict of interest could be where an employee maintains strong social and personal relationships with the school application.
- Another instance of bias might arise where, an assessor is known to hold views on a school application that could suggest he or she might not bring an open mind to the subject.
- A board member has a personal relationship with an applicant.
- The BGA accepts a gift from a school.
- Where decision-makers or officials involved in grant administration have a direct or indirect interest, which may influence the selection of a particular grant activity.
- Where a member of external committee has a direct to indirect interest in information a decision about expenditure it is providing advice on grant opportunities.
- Where potential grantee has a direct to indirect interest which may influence the selection of their proposed grant activity during the application process.

Avoiding Conflict of Interest

- Ensure all conflict of interests are disclosed at the start of the board meeting prior to starting the review of projects.
- BGA's individuals must regularly assess whether they have a conflict of interest and take reasonable steps to avoid situations where their private financial or other interests (or those of immediate family members, such as spouses/partners or dependants) could or could be perceived to conflict with their official duties.
- Replace any Directors to Committee members who have a conflict of interest with the project.
- BGA assessors must not allow their interests to influence the decisions they make, the actions they take or the advice they provide in the course of their official duties.
- BGA should not accept gifts from a school or should declare the gift via a conflict-of-interest registry.

Managing Conflicts of Interest

While avoiding conflicts is generally preferable, in practice there may be some situations in which conflicts of interest cannot be wholly avoided and need to be managed in a way which will withstand external scrutiny.

The action taken to manage a real or apparent conflict of interest will be determined according to the specific circumstances of the individual case, including the role and responsibilities that the employee performs for the Office and the nature and extent of the conflict. Without limiting the types of action which could be taken, there are several ways in which conflicts of interest may be managed, including:

- establishing guidance materials/policy for BGA panel members, that includes specific procedures to address each type of conflict
- understanding legal obligations
- altering the employee's duties so they are no longer performing the role which may potentially put them in a conflict situation
- allowing the employee to continue in the same role but for the Office to implement appropriate safeguards which address the real or apparent conflict of interest
- completing a conflict-of-interest declaration form and registry
- keeping good records including committee meeting notes.

Compliance actions

Where there is a conflict of interest at any stage of a project, a BGA should manage and resolve the conflict. BGAs may seek advice from the Department to help resolve any conflicts of interest.

BGAs should document all steps taken to resolve conflicts of interest.

Additional Resources

Conflicts of Interest - Fact Sheet (nsw.gov.au)

Managing conflicts of interest | ACNC

Conflicts of interest and duty as a board director | boards.vic.gov.au

SCHEDULE 1 - Building Boarding Schools On-Country

Purpose

The purpose of this schedule is to give administrative effect to the Australian Government's decision to provide Commonwealth funding support for the Building Boarding Schools On-Country (BBSOC) program.

As this initiative involves the planning and construction of new schools in remote locations and given their extensive experience and expertise facilitating Commonwealth capital projects in schools under the Capital Grants Program (CGP), the Department will engage Block Grant Authorities (BGAs) to work with the project proponent – Studio Schools of Australia – to manage project delivery.

Funding appropriated for this measure will be provided, in the first instance, to BGAs under subsection 67(1) of the *Australian Education Act 2013*. As such, all funding must be dealt with in accordance with section 30 of the *Australian Education Regulation 2013*, including the requirement that the BGA spend, or commit to spend, the financial assistance in accordance with the CGP Guidelines.

However, while many clauses in the CGP Guidelines are directly relevant to the Building Boarding Schools On-Country program, there are a number that are either not applicable or require modification to more clearly align with the BBSOC objectives and processes. For example, as a decision of government, BBSOC projects are not subject to the full suite of processes that CGP projects ordinarily are (such as the CGP application process (see clauses 48 to 54) or the CGP approval process (see clauses 119 to 132).

This Schedule specifies how the CGP Guidelines are to be applied to the BBSOC measure, as detailed below in the section 'Application of CGP Guidelines'.

A BGA that receives amounts of capital funding in relation to the CGP and the BBSOC should refer to:

- the body of the CGP Guidelines in relation to the CGP (i.e. capital funding paid to the BGA as a result of a determination under s67(2) of the Act), and
- this schedule in relation to the BBSOC (i.e. capital funding paid to the BGA as a result of a determination made under s67(1) of the Act).

Overview

The Building Boarding Schools On-Country program was announced by the Australian Government in August 2021 as a measure under its 2023 Commonwealth Closing the Gap Implementation Plan. The measure addresses **Target 5: Aboriginal and Torres Strait Islander students achieve their full learning potential.**

Over 2021–22 to 2024–25, the Building Boarding Schools On-Country program will:

- construct one new on-Country boarding schools for Years 7 to 9 in the Kimberley Region of Western Australia
- upgrade an existing on-Country boarding school for Years 10 to 12 in the Kimberley Region of Western Australia
- establish an Indigenous Education Research Centre (IERC) at the site of the new school
- contribute to operational expansion costs.

Commonwealth funding of $70.8 million has been provided for these activities.

This new infrastructure will be used to deliver school education to Indigenous students from remote communities under the Studio Schools model as used in the Yiramalay–Wesley Studio School in the Kimberley region since 2010.

Establishing new on-Country boarding facilities will ensure schooling options reflect local needs, cultural backgrounds and aspirations. Students who must board away from home face challenges staying connected to school as a result of homesickness and other difficulties transitioning into boarding schools and life in major cities or regional areas far from home. This project aims to reduce those difficulties by bringing boarding options closer to home.

This initiative will provide infrastructure that will improve access by Aboriginal and Torres Strait Islander students from remote communities to culturally-appropriate and high-quality schooling opportunities. It will expand the current Studio Schools model of providing residential schooling on-Country which is closer to family, culture and local community. An estimated 1000 remote Indigenous students will be supported through this investment over the 20-year capital period of each school.

The IERC will provide a program of professional development for all staff across the Studio Schools network, as well as partner schools, sharing knowledge, culture and practice. It will also gather and disseminate evidence of best practice from across the system of schools, ensuring that the Studio School model remains evidence-led in its practice of serving the needs of local Indigenous students and their communities.

Block Grant Authorities

BGAs are best placed to manage critical implementation and delivery elements of the BBSOC program, including:

- providing advice regarding local planning requirements and delivery scheduling
- identifying key milestones, and developing, entering into, and managing contractual arrangements with Studio Schools of Australia
- facilitating payments of capital funding provided by the Commonwealth

- facilitating payments of project operational expenditure funding provided by the Commonwealth
- monitoring progress to ensure timely project implementation
- providing general support to coordinate logistics and other matters.

From 2022, relevant BGAs will work with Studio Schools of Australia to implement key planning considerations and develop and execute funding agreements.

National Indigenous Australians Agency

It is important to note that the National Indigenous Australians Agency (NIAA) is delivering the first stage of this project. Administered funding appropriated for the 2021–22 financial year totalling $6.8 million was provided to the NIAA in late 2021 to enable certain project activities to commence. On 24 November 2021, the NIAA entered into a funding agreement with Studio Schools of Australia for $6.8 million for:

- ICT infrastructure and other urgent upgrades at Yiramalay Studio School ($2.35 million (GST exclusive))
- prefabrication for the new Studio School ($200,000 (GST exclusive))
- operational funding for Yiramalay Studio School to June 2023 due to impacts of COVID-19 pandemic on student enrolments ($1.75 million (GST exclusive))
- administration funding for operational expansion of the SSA System, including staff recruitment, consultancies, Head Office requirements and communications/publications ($2.5 million (GST exclusive)).

The Department will provide the balance of administered funding for project costs, totalling around $60.6 million, to relevant BGAs in 2012–25 and 2023–24.

BGAs may be required to oversee project activities that incorporate elements of the initial implementation stage as undertaken by the NIAA. Where a capital project is completed in successive stages and a school or its approved authority has already entered into commitments for the project with the NIAA, BGAs are only required to comply with the tendering requirements as set out in clauses 63 to 65 and **Attachment 4** to the extent practicable.

Application of CGP Guidelines to the BBSOC

The CPG Guidelines apply to the BBSOC program as specified below.

From Clause 9 onwards - where a clause applies, the following references within that clause are to be read as follows:

- 'CGP' is be read as 'BBSOC', and
- 'BGA' is to be read as a 'BGA in its capacity as a CGA'
- 'CGP project' is to be read as 'BBSOC project'
- 'CGP approved project' is to be read as 'BBSOC approved project'

Definitions

General Information

Introduction

Clauses 1–3: applies

Relevant Legislation

Clauses 4–8: applies.

Objectives

Clause 9: is to be read as follows:

The specific objectives of the BBSOC program are to provide and improve school capital infrastructure for Aboriginal and Torres Strait Islander students from remote communities by:

- building one new remote boarding school for Years 7, 8 and Year 9 in the Kimberly Region of Western Australia; and
- refurbishing the existing Yiramalay Studio School (Years 10 to 12) that is currently operating in the Fitzroy Valley in the Kimberley Region of Western Australia.

These new facilities will provide culturally-appropriate and high-quality schooling options that reflect local needs and aspirations – specifically, providing residential schooling on-Country which is closer to family, culture and local community.

The facilities will provide high-quality learning environments and support quality teaching to underpin student engagement, including:

- a high-quality of teaching and learning, with a central focus on Aboriginal and Torres Strait Islander culture and identity
- supporting pathways to further education and employment through a balanced learning framework that focuses on:
  - academic learning, including recognising the importance of Indigenous cultural knowledge; and
  - job-readiness, with workplace training in partnership with local industries; and

- personal and social development through two-way learning alongside non-Indigenous students from a partner school

The facilities will support parental and community engagement and other agreed relevant outcomes.

Contact information

Clause 10: applies.

Roles and Responsibilities

Clauses 13–14: applies.

Clause 15: applies.

Clause 16: applies.

Grant Information

Eligibility

Eligibility for funding: Existing schools

Clauses 17: is to be read as follows:

A BBSOC funding recipient should:

a) be a member, or prospective member, of a BGA

b) be in receipt of recurrent funding under the Act (unless they are a new school yet to receive recurrent funding - see clause 18)

c) ensure their project will have an appropriate maintenance plan in place and can meet the ongoing running costs of its facilities (or, for proposed new schools, a proposed maintenance plan)

d) ensure their project will not adversely affect the condition of a place in relation to the Commonwealth, State, Territory or local government heritage legislation

e) own the land or have a lease for the land and/or buildings that has a period to run commensurate with the period in which the capital grant may be required to be repaid if the school no longer provides school education (refer to **Attachment 3**).

Eligibility for funding: New schools

Clauses 18-22: applies; however, no grant application and application process is required for BBSOC funding recipients

Clause 23: is to be read as follows:

BBSOC funds should not be paid to the school by the BGA until the school/approved authority has entered into a legally binding written agreement with the BGA indicating the school's acceptance of the capital funding conditions.

Clause 24: is to be read as follows:

The agreement between the BGA and the approved authority/school must include the provision that if by the end of the funding year the new school's approved authority is not approved by the Department; or the school has not received approval for recurrent funding; or obtained final State or Territory registration, the capital funding may be cancelled and the funding must be repaid in full to the BGA (refer to **Attachment 3**)

Leases

Clause 25: applies.

Selection Criteria

Criteria for funding through the CGP

Clauses 26–27: applies.

Finalisation of recommended projects

Clause 28: is to be read as follows:

As BBSOC funding has been approved by the Australian Government, the BGA is not required to recommend projects for funding. However, the BGA will negotiate with schools the nature of individual projects for which funding has been provided, with a view to identifying a minimum viable project that:

a) meets the objectives of the CGP

b) is based on sound student enrolment projections for the period closely following the completion of the project

c) meets the educational needs in a way that is cost effective over the life of the facilities

d) takes appropriate account of the value of good quality materials and building and design practices that:

(i) maximise the life of the structure

(ii) maximise the potential for environmental performance

(iii) avoid design features that make no significant educational contribution and which may increase construction, maintenance or operating costs.

Clause 29: does not apply.

Not recommended projects

Clause 30: does not apply.

Funding available to BGAs

Funding available

Clause 31: does not apply.

Clause 32: is to be read as follows:

Capital funding for BGAs for schools that are to be supported by the BBSOC program will be determined by the Minister. The Department will notify the relevant BGAs of the amount of funding determined and the timing of the relevant payments of that funding.

Clause 33: is to be read as follows:

The budget appropriation for the BBSOC does not include the Goods and Services Tax (GST), although all payments to BGAs will include a component for GST.

Limit on total amount available for capital funding

Clause 34–36: does not apply.

Forward commitment

Clauses 37–39: does not apply.

Full commitment of annual allocation

Clause 40: is to be read as follows:

Each BGA is required to spend, or commit to spend, its capital funding in the calendar year in which the financial assistance is paid, or by a time determined by the Minister.

Withholding payment and repayment

Clauses 41–42: applies.

Audit

Clause 43: applies.

Compliance with laws

Clause 44: applies.

Privacy and freedom of information

Clause 45–46: applies.

Reporting Fraud

Clause 47: applies.

Grant Administration

Applications

Providing information about the CGP to school communities

Clause 48: does not apply.

Clause 49: does not apply.

Clause 50: does not apply.

Clause 51: does not apply.

Clause 52: does not apply.

Clause 53: does not apply.

Clause 54: applies.

Mandatory Requirements

BGA membership

Clause 55: applies.

BGA and member schools: nature of agreements

Clauses 56–62: applies.

BGA and member schools: financial and other conditions

Clause 63: is to be read as follows:

BGA member schools approved for Building Boarding Schools On-Country funding

The agreement the BGA has with each member school must contain the following conditions requiring the approved authority for the BGA member school to:

a) provide financial, student enrolment and other relevant data to the BGA; allow the Commonwealth to provide similar data to the BGA on a confidential basis; and allow the BGA to provide to the Commonwealth any information provided to the BGA by the BGA member school

b) permit access to the school and provide assistance at least equivalent to that required in accordance with these Guidelines

c) not accept tenders, nor enter into commitments with contractors/builders, until the Commonwealth has approved their capital project funding.

Clause 64: applies.

Tendering

Clauses 65–68: apply; however, where a capital project is completed in successive stages and a school or its approved authority has already entered into commitments for the project with the NIAA, BGAs are only required to comply with tendering requirements to the extent practicable.

Financial accountability and reporting in accordance with these Guidelines

Clauses 69: applies

Clause 70: is to be read as follows:

Subsection 36(6) of the Regulations require a BGA to give the Secretary of the Department a report or reports for each year in accordance with the

Capital Grants Program Guidelines. Provision of these reports helps the Department to ensure accountability for CGP funds provided under the Act. In order to report in accordance with these Guidelines a BGA must provide an Accountability Report for a program year, via email, that explains how the BGA dealt with BBSOC program funds that year (1 January – 31 December) – by 30 June of the next year. This means that a BGA that dealt with CGP funds and the BBSOC program funds in a year must provide the Secretary with separate Accountability Reports in relation to each program.

Clause 71: applies.

Records and information requirements

Clauses 72–78: apply.

Banking requirements

Clauses 79–82: apply.

Liaison and monitoring

Clauses 83–84: apply.

Conflict of interest

Clause 86: applies.

Clause 87: is to be read as follows:

BGAs must advise member schools applying for BBSOC funding of the Commonwealth requirements in relation to conflict of interest.

Clauses 88–90: applies.

Assessment of Applications

Probity and transparency of Capital Grants Program

Clauses 91–93: applies in relation to the BGAs role in the evaluation of the tender process and associated documentation by applying similar assessment criteria and methodology used to evaluate other CGP projects.

Meeting the objectives of Capital Grants Program

Clause 94: does not apply.

Clause 95: is to be read as follows:

The Minister is satisfied that the existing school and the proposed new school for which BBSOC funding has been approved, needs the financial assistance and that the capital expenditure, and meets the Commonwealth's other priorities and objectives for schooling under the 2023 Commonwealth Closing the Gap Implementation Plan

Assessment and ranking of projects for funding

Clauses 96–98: do not apply.

Timing

Clauses 100–101: do not apply.

Submission of schedule

Clauses 102–103: do not apply.

Clause 104: applies.

Clause 105: does not apply.

Ad hoc schedule

Clauses 106–108: do not apply.

Settlement of school contribution and grant sizes

Clauses 109–112: do not apply.

Property purchase

Clause 113: does not apply.

National Construction Code and Australian Government Building and Construction WHS Accreditation Scheme

Clauses 114–115: apply; however, where a school has already entered into commitments for a project with the NIAA, BGAs are only required to comply with the National Construction Code 2022 and Australian Building and Construction WHS Accreditation Scheme to the extent practicable.

Multiple-school project

Clauses 116–118: do not apply.

Approval process

Notification of approval

Clauses 119–120: do not apply.

Clauses 121–125: apply.

Public announcement of funding

Clauses 126–127: apply.

Review of decision

Clauses 128–132: do not apply.

Payment process

Commitment to commence a project

Clause 133: applies.

Clause 134: is to be read as follows:

If a school cannot make a commitment to commence the project by the approved date as per the milestones stipulated in the funding agreement with the BGA, the BGA should seek the Department's approval of a later commitment date.

Clauses 135–136: do not apply.

BGA agreements with schools

Clause 137: is to be read as follows:

A BGA must enter into an appropriate funding agreement with the approved authority for a school, before making any payment of capital funding to that approved authority.

Assignment of rights

Clause 138: applies.

Payment to BGAs

Clause 139: is to be read as follows:

Payments of capital funding will be made in accordance with the timing and amounts specified in the Minister's determination of funding for that BGA. The timing and amounts will be within the Department's annual appropriation budget for the BBSOC.

Clauses 140–141: apply.

Clause 142: is to be read as follows:

Funding provided to a BGA for the BBSOC initiative can only be used for projects approved under that measure. This funding cannot be used for claims on projects that are funded through the CGP's monthly grant instalment processes.

Clause 143: applies.

BGA Administration Expenses

Clauses 144–146: are to be read as follows:

144. An administration allowance additional to that which is provided under the CGP will be provided to the relevant BGA/s for funding provided under the BBSOC measure.

145. Where a BGA incurs additional expenses, the BGA may apply in writing to the Director, Capital Funding Section, for additional funds to meet these expenses and increase its administration allowance for a program year. The Minister (or delegate) may approve the use of BBSOC interest funds to supplement the administration allowance in such circumstances.

146. If a BGA's administrative expenses for a year are less than their administration allowance, the BGA must apply to the Minister (or delegate), in writing for a written direction in relation to spending the CGP funding on an approved project and a reallocation of BBSOC funding from the BGA's administration allowance to an approved project. .

Clause 147: applies.

Spending or committing CGP funding in accordance with these Guidelines

Clauses 148–149: apply.

Project Variations and Terminations

Project variations

Clause 150: is to be read as follows:

A change of circumstances after the approval of a project may require a variation to the project. Aspects of the projects that may be varied include, but are not limited to:

a) total project cost increase or decrease

b) school contribution increase or decrease

c) the start or end date being moved by more than one year

d) changes to the scope or project category, facility category or other descriptor of the project

e) a request to vary the date for commitment if the school cannot enter into a commitment (sign a contract with a builder) for the project before the end of the year in which the project was approved

f) cancelling (withdrawing) a project.

Clause 151: is to be read as follows:

The BGA must, in the first instance, discuss all variation requests with the Capital Funding Section and, if required, provide additional information to the Capital Funding Section by email.

Clauses 151-153: apply.

Clause 154: does not apply.

Clause 155: applies.

Commonwealth right to repayment

Clause 156-1581: apply.

Savings

Recovered Funds, Interest and Saving

Clause 159: applies.

Clause 160: is to be read as follows:

Funds that have been recovered from savings on capital expenditure or capital expenditure that has not proceeded must be committed to another BBSOC project within 12 months of the funds becoming available (or other timeframe determined by the Minister), irrespective of the year in which the funds were originally paid (see Section 30 of the Regulation).

Recovered Funds

Clause 161: applies.

Interest

Clause 162: is to be read as follows:

Interest refers to the amount of funds that a BGA earns from a bank account which holds BBSOC funding until it is disbursed to a school for a BBSOC project.

Clause 163: applies.

Savings

Clause 164-165: apply.

Cancelled

Clause 166: is to be read as follows:

Cancelled funds refer to funds that were allocated to an approved project which does not or cannot commence. The funds which were allocated to the cancelled (withdrawn) BBSOC project become unallocated and should be reallocated to other eligible BBSOC project/s within a timeframe as agreed with the Department.

Recognition of Assistance

Clauses 167: apply.

Capital Grants Program (CGP) Key Milestones

Does not apply.

Attachment 1 – Calculation of Entitlements

Does not apply.

Attachment 2 – Better practice school visit report

Does not apply.

Attachment 3 – Commonwealth right to repayment

Applies, except the words which appear immediately under the heading 'Right to repayments prior to 2009'.

Attachment 4 – Tendering Processes

Applies; however, where a capital project is completed in successive stages and a school has already entered into commitments for the project with the NIAA, BGAs are only required to comply with tendering requirements to the extent practicable.

Attachment 5 – Better Practice Procedures Manual

The BGA is to apply its better practice procedures manual to its implementation of the BBSOC, with applicable adjustments to the information at Group Heading 4 'The Capital Grants Program'.

Attachment 6 – Proforma clause to be included in agreements between BGAs and schools

Applies.

Attachment 7 – Summary of Capital Grants Program recognition requirements

Applies, with references to the Capital Grants Program to be replaced with references to the Building Boarding Schools On-Country Closing the Gap measure.

Attachment 8 – Conflict of Interest Guidance Information

Applies.

SCHEDULE 2 – School Establishment Funding (SEF)

Purpose

Subject to the Act and the Regulations, the purpose of this schedule is to give administrative effect to the Australian Government's decision to provide Commonwealth funding support for the establishment of a new Hindu school. The Commonwealth is to make available up to $8.5 million as a contribution to build a new Hindu Independent Primary School in Oakville, Western Sydney (the school).

As the establishment of the school will require extensive experience and expertise facilitating Commonwealth capital projects in schools, funding is provided to the approved authority through the Association of Independent Schools NSW Block Grant Authority (AISNSW BGA) which will act as the Capital Grants Authority (CGA) for the school to manage project delivery.

Funding appropriated for this measure is provided, in the first instance, to BGAs under subsection 67(2) of the *Australian Education Act 2013*. As such, all funding must be dealt with in accordance with section 30 of the *Australian Education Regulations 2023*, including the requirement that the BGA spend, or commit to spend, the financial assistance in accordance with the CGP Guidelines.

However, while many clauses in the CGP Guidelines are directly relevant to the SEF, there are a number that are either not applicable or require modification to more clearly align with the SEF objectives.

This Schedule specifies how the CGP Guidelines are to be applied to the SEF measure, as detailed below in the section 'Application of CGP Guidelines'.

Overview

As announced as a part of the 2025 Australian Government Election, is making available $8.5 million to support the construction of a Hindu Independent primary school in Oakville, Western Sydney.

The school is anticipated to provide Kindergarten (the year before Year 1) through to Year 6 education. The Australian Government funding is set to support the construction of years K-2, but in the event there is residual funding available it would be used to support the second stage of the school (years 3-6).

The school will deliver the Australian Curriculum through the NSW syllabus and the school will integrate Hindu language and culture, creating sustainable pathways for that language and culture to be incorporated in the school's curriculum.

The funding demonstrates the Australian Government's commitment to multiculturalism and helps ensure rapidly growing communities, such as the Hindu community, have representation in the Australian schooling system. The local Hindu community has provided financial support that has assisted with acquiring land for the proposed school site.

BGAs are best placed to manage critical implementation and delivery of the SEF, including:

- providing advice regarding local planning requirements and delivery scheduling
- identifying key milestones, and developing, entering into, and managing contractual arrangements with HEACC.
- facilitating payments of capital funding provided by the Commonwealth
- facilitating payments of project operational expenditure funding provided by the Commonwealth
- monitoring progress to ensure timely project implementation
- providing general support to coordinate logistics and other matters.

For this project AISNSW BGA will act as the BGA for the Hindu Independent School project and will work with the school and support the department to deliver the approved project.

Application of CGP Guidelines to the SEF

The CGP Guidelines apply to the SEF program as specified below.

Definitions

From Clause 9 onwards - where a clause applies, the following references within that clause are to be read as follows:

- 'CGP' is be read as 'SEF', and
- 'BGA' is to be read as a 'AISNSW BGA in their capacity as CGA for the member school'
- 'CGP project' is to be read as 'SEF project'
- 'CGP approved project' is to be read as 'the planning, design, and construction of school facilities for the Kindergarten to Year 2 stage of the proposed Hindu Independent School in Oakville, Western Sydney'
- The approved authority for the CGP approved project is the Hindu Education and Cultural Centre Ltd (HEACC)
- The Capital funding for the approved project is specified at Schedule 2

General Information

Introduction

Clauses 1–3: applies

Relevant Legislation

Clauses 4–8: applies.

Objectives

Clause 9: is to be read as follows:

The specific objectives of the SEF are to provide funding for a Hindu Independent School in NSW, in particular the construction of Kindergarten (year before Year 1) to Year 2.

The funding demonstrates the Australian Government's commitment to multiculturalism and helps ensure rapidly growing communities, such as the Hindu community, have representation in the Australian schooling system. The local Hindu community has provided financial support that has assisted with acquiring land for the proposed school site.

Contact information

Clause 10: is to be read as follows:

Contact details for the Department for any queries in relation to Schedule 2 are as follows:

Email: schoolestablishmentfunding@education.gov.au

Roles and Responsibilities

Clauses 11–12: applies.

Clause 13-14: applies.

Clause 15 a-b and e-l: applies

Clause 15 c-d: does not apply.

Clause 16: applies.

Grant Information

Eligibility

Eligibility for funding: Existing schools

Clauses 17: does not apply

Eligibility for funding: New schools

Clauses 18: does not apply

Clause 19: applies

Clause 20-22: does not apply

Clause 23: is to be read as follows:

SEF funds should not be paid to HEACC by AISNSW BGA until HEACC has entered into a binding contract with AISNSW BGA indicating HEACC's acceptance of the grant conditions.

Clause 24: does not apply.

Leases

Clause 25: does not apply.

Selection Criteria

Criteria for funding through the CGP

Clauses 26: applies

Clause 27: applies.

Finalisation of recommended projects

Clause 28: does not apply.

Clause 29: does not apply.

Not recommended projects

Clause 30: does not apply.

Funding available to BGAs

Funding available

Clause 31: applies.

Clause 32: does not apply.

Clause 33: applies

Limit on total amount available for capital funding

Clause 34–36: does not apply.

Forward commitment

Clauses 37–39: does not apply.

Full commitment of annual allocation

Clause 40: is to be read as follows:

AISNSW BGA is required to spend, or commit to spend, its SEF funding in the calendar year in which the financial assistance is paid, or by a time determined by the Minister.

Withholding payment and repayment

Clauses 41–42: applies.

Audit

Clause 43: applies.

Compliance with laws

Clause 44: applies.

Privacy and freedom of information

Clause 45–46: applies.

Reporting Fraud

Clause 47: applies.

Grant Administration

Applications

Providing information about the CGP to school communities

Clause 48: does not apply.

Clause 49: does not apply.

Clause 50: does not apply.

Clause 51: does not apply.

Clause 52: does not apply.

Clause 53: does not apply.

Clause 54: applies.

Mandatory Requirements

BGA membership

Clause 55: applies.

BGA and member schools: nature of agreements

Clauses 56–59: applies.

Clause 60: is to be read as follows:

An agreement/s must be in place prior to AISNSW BGA making any payment of Commonwealth funds to HEACC. The term of the arrangement must not be less than the designated use period of 20 years.

Clauses 61-62: applies

BGA and member schools: financial and other conditions

Clause 63: is to be read as follows:

The agreement between a BGA and HEACC must contain the following conditions, requiring the member school to:

a) provide financial, student enrolment and other relevant data to the BGA; allow the Commonwealth to provide similar data to the BGA on a confidential basis (exclusively to allow the BGA to undertake capital grant application assessments); and allow the BGA to provide any information provided by the member school to the Commonwealth

b) permit access to the school (for example through school visits) and provide the BGA with information and documentation required in accordance with these Guidelines

c) not accept tenders, nor enter into commitments with contractors/builders, until the BGA has advised the applicant that the Minister has approved their grant.

d) define clear stages for the development, such as planning, design, construction, and handover

e) must include project stage gates for the CGP approved project that have been developed in consultation with the Commonwealth, ensuring that decisions may be made about continuing, modifying, or terminating the CGP approved project, and ensure alignment with strategic objectives;

f) must include conditions stipulating that funds for a project stage cannot be spent or committed until the CGP approved project passes a stage gate review;

g) must require the development of a project budget and require the approved authority to spend or commit to spend the capital funding in accordance with an approved project budget as approved by the Commonwealth

h) must require that funding is only used for the CGP approved project and not used for the repayment of any loans including but not limited to the purchase of land

i) must include a progress milestone – payment schedule for the capital funding that has been developed in consultation with the Commonwealth

j) must include the following Milestones:

Date	Milestone
Within 1-month of the arrangement commencing or such later date approved by the Commonwealth	The approved authority must contract and commence a project manager for the CGP approved project. The project manager must be approved by the BGA and have a demonstrated significant expertise in the construction of school facilities
Within 3-months of the arrangement commencing or such later date approved by the Commonwealth	The approved authority must provide the BGA verified costings for the CGP approved project undertaken by a quantity surveyor, qualified architectural drawings and design of the approved project, and a detailed timeline for the construction of the approved project
By 1 July 2026 or such later date approved by the Commonwealth,	The approved authority must obtain all necessary approvals from the NSW Government and relevant local government authority to construct the CGP approved project
31 December 2026 or such later date approved by the Commonwealth	The CGP approved project must be completed

31 December 2026 or such later date approved by the Commonwealth	the proposed governing body for the school constructed under the CGP approved project must obtain accreditation with the NSW Education Standards Authority for Kindergarten-Year 2
28 February 2027 or such later date approved by the Commonwealth	The CGP approved project must commence operating as a Kindergarten-Year 2 primary school

k) must agree to repay to the BGA an amount equivalent of the capital funding already paid to the approved authority, if the approved authority or, if another legal entity is registered as the proprietor of the CGP approved project with the NSW Education Standards Authority, the other entity, has not met the milestones in 63(j)

l) must agree that the application for accreditation with the NSW Education Standards Authority must be made by HEACC as the proposed governing body, unless the Commonwealth agrees in writing to the application being made by another governing body

m) must include that the agreement cannot be novated unless approved by the Commonwealth acting at its sole discretion, and only in circumstances where:
   i. HEACC has entered into a separate legally enforceable arrangement with the entity to which the agreement is proposed to be novated, requiring that HEACC continues to meet all liabilities under the agreement arising from the Designated Use Period of 20 years.

n) The Commonwealth may require the BGA to take security in the form of a registered charge or mortgage over the land on which the CGP approved project is to be constructed in favour of the BGA securing:
   i. the BGA's right to recover funds for breach by HEACC
   ii. any amount that is recoverable under subsection 110(1) of the Ac, by the state of NSW under the agreement referred to section 11 of the Regulations, or by the Commonwealth if the State of NSW assigns its right to the Commonwealth

Clause 64 a): is to be read as follows:

a) have and maintain for as long as any obligations remain in connection with this CGP approved project:

   i. worker compensation insurance as required by law;
   ii. adequate and appropriate public liability insurance;
   iii. insurance against any loss or damage to an asset for its full replacement cost including where relevant the costs of demolition and removal of debris and the cost of architects, engineers and other consultants; and
   iv. any other additional insurance specified in the agreement between the AISNSW BGA and HEACC.
   v. Proof of insurance must be provided to AISNSW BGA or the Commonwealth upon request and within the time specified in the request.

Clause 64 b): is to be read as follows:

HEACC require Commonwealth approval prior to any variations to the CGP approved project.. **Clause 64 c): does not apply.**

Clauses 64 d) – f): applies

Clause 64 g): to be read as follows:

g) spend or commit to spend capital funding only for the CGP approved project and in accordance with the budget for the CGP approved project approved by the Commonwealth.

Clause 64 h): does not apply.

Clause 64 i): to be read as follows:

i) enter into a legally binding contractual arrangement (for example, sign a contract with a builder) with successful contractors to proceed with the project before 1 July 2026 or such later date approved by the Commonwealth and provide the Commonwealth and BGA with a copy of the contract.

Clause 64 j): **applies.**

Clause 64 k): **to be read as follows:**

k) comply with, and include in contracts with contractors for the performance of any construction or building activity, the requirements contained in the National Construction Code 2022, Australian Government Building and Construction WHS Accreditation Scheme.

Clauses 64 l) – o): applies.

Clause 64 p): **to be read as follows:**

p) comply with the Commonwealth recognition requirements for the CGP approved project. For the avoidance of doubt the recognition requirements apply to the CGP approved project.

Clauses 64 q) – v): applies.

Clause 64 w): **to be read as follows:**

w) keep full and accurate records in a form that will permit comprehensive information to be provided to the Australian Government if required in accordance with the Act. This includes adequate financial documents and records relating to each SEF project to enable:

   i. all income and expenditure related to each SEF project to be identified in the member school accounts
   ii. confirmation of the completion and final expenditure on the project, such as Certificate of Occupancy
   iii. the preparation of financial statements in accordance with Australian Accounting Standards
   iv. confirmation of compliance with the National Construction Code, Australian Government Building and Construction WHS Accreditation Scheme.

Clauses 64 x) – z): applies.

Tendering

Clauses 65–68: applies

Financial accountability and reporting in accordance with these Guidelines

Clause 69: applies.

Clause 70: is to be read as follows:

an Accountability Report must be provided by 30 June each year for the previous calendar year. Each Accountability Report must be submitted in accordance with the template provided by the Commonwealth.

Clause 71: applies.

Records and information requirements

Clauses 72–78: applies.

Banking requirements

Clauses 79–82: applies.

Liaison and monitoring

Clauses 83–84: applies.

Conflict of interest

Clauses 86-90: applies.

Assessment of Applications

Probity and transparency of Capital Grants Program

Clauses 91–93: does not apply.

Meeting the objectives of Capital Grants Program

Clause 94: applies.

Clause 95: does not apply.

Assessment and ranking of projects for funding

Clauses 96–99: does not apply.

Timing

Clauses 100–101: does not apply.

Submission of schedule

Clauses 102–105: does not apply.

Ad hoc schedule

Clauses 106–108: does not apply.

Settlement of school contribution and grant sizes

Clauses 109–112: applies

Property purchase

Clause 113: does not apply.

National Construction Code and Australian Government Building and Construction WHS Accreditation Scheme

Clauses 114: applies.

Clause 115: is to be read as follows:

HEACC must also comply with the Australian Government Building and Construction WHS Accreditation Scheme. Under the WHS Accreditation Scheme, member schools must only contract with contractors who are accredited under the Scheme, subject to the financial thresholds outlined in clause 114.

a) For avoidance of doubt, the financial thresholds outlined in clause 114 are met in relation to the CGP approved project and so the National Construction Code, Australian Government Building and Construction WHS Accreditation Scheme apply.

Multiple-school project

Clauses 116–118: does not apply.

Approval process

Notification of approval

Clauses 119–122:	does not apply.
Clauses 123–125:	applies.

Public announcement of funding

Clauses 126–127:	applies.

Review of decision

Clauses 128–132:	does not apply.

Payment process

Commitment to commence a project

Clauses 133–136:	does not apply.

BGA agreements with schools

Clause 137:	applies.

Assignment of rights

Clause 138:	applies.

Payment to BGAs

Clause 139:	does not apply.
Clause 140:	is to be read as follows:
	Payments to BGAs will be increased by the required amount for Goods and Services Tax (GST).
Clause 141-142:	does not apply.
Clause 143:	applies

BGA Administration Expenses

Clauses 144–146:	does not apply

Clause 147: applies.

Spending and committing CGP funding in accordance with these Guidelines

Clause 148: applies, subclause 148(b)(iv): To be read as follows:

any amount that the BGA pays to the approved authority is in accordance with the progress milestone – payment schedule as approved by the Commonwealth.

Clause 149: Does not apply

Project Variations and Terminations

Project variations

Clause 150: applies

Clause 151-155: does not apply.

Commonwealth right to repayment

Clause 156-157: applies.

Clause 158: is to be read as follows:

a) the amount of funds repayable in the above circumstance is dependent on the capital funding amount and the number of years the facility was used for the provision of primary or secondary education.
b) the BGA must ensure that the above recovery rights are able to be assigned to the Commonwealth at the direction of the Commonwealth.
c) the BGA must ensure that the arrangement does not enable novation unless approved by the Commonwealth, and only in circumstances where:
    i. all requirements of this Schedule 2 have been met by the approved authority.
d) the approved authority has entered into a separate legally enforceable arrangement with the entity to which the agreement is proposed to be novated, requiring that the approved authority continue to meet liabilities under the arrangement arising from the Designated Use Period of 20 years.

Savings

Recovered Funds, Interest and Saving

Clause 159-160: does not apply.

Recovered Funds

Clause 161: applies.

Interest

Clause 162-163: applies.

Savings

Clause 164-165: applies.

Cancelled

Clause 166: does not apply.

Recognition of Assistance

Clauses 167: applies.

Clause 168: is to be read as follows:

All requests and inquiries regarding recognition ceremonies or plaques should be made to the Department at schoolestablishmentfunding@education.gov.au Member schools should contact the Department through this inbox in relation to any uncertainty or issues regarding the recognition requirements, including applications for variations to, or exemptions from, the recognition requirements. A Recognition Factsheet is at Attachment 7 and is also available on the Department's website.

Capital Grants Program (CGP) Key Milestones

Does not apply.

Attachment 1 – Calculation of Entitlements

Does not apply.

Attachment 2 – Better practice school visit report

Does not apply.

Attachment 3 – Commonwealth right to repayment

Applies

Attachment 4 – Tendering Processes

Applies

Attachment 5 – Better Practice Procedures Manual

Does not apply.

Attachment 6 – Proforma clause to be included in agreements between BGAs and schools

Applies.

Attachment 7 – Summary of Capital Grants Program recognition requirements

Applies.

Attachment 8 – Conflict of Interest Guidance Information

Applies.

Schedule 1 – Building Boarding Schools On-Country

Does not apply.

Australian Education (Prescription of Guidelines and Documents) Amendment (Prescription of Capital Grants Program Guidelines) Determination 2025

I, Jason Clare, Minister for Education, make the following determination.

Dated 4/11/25

Jason Clare
Minister for Education

Contents

1 Name

This instrument is the *Australian Education (Prescription of Guidelines and Documents) Amendment (Prescription of Capital Grants Program Guidelines) Determination 2025*.

2 Commencement

This instrument commences on the day after it is registered.

3 Authority

This instrument is made under subsection 5A(1) of the *Australian Education Regulations 2023*.

4 Schedules

Each instrument that is specified in a Schedule to this instrument is amended or repealed as set out in the applicable items in the Schedule concerned, and any other item in a Schedule to this instrument has effect according to its terms.

Schedule 1—Amendments

Australian Education Regulations (Prescription of Guidelines and Documents) Determination 2024

1 Section 5 (table item 1)

Omit "*Capital Grants Program Guidelines 2024*", substitute "*Capital Grants Program Guidelines 2025*".

2 Section 5 (note 1)

Omit "2024", substitute "2025".

Pages 102-108

Publicly available material redacted as irrelevant under section 22

The Hon Jason Clare MP
Minister for Education

Reference: MS25-000249

s 47F(1)

Hindu Education & Cultural Centre Ltd
s 47F(1)
s 47F(1)

Dear

Notice of Approval Decision

Thank you for the Hindu Education and Cultural Centre Ltd's (HEACC's) ongoing collaboration and cooperation to progress this important initiative.

The establishment of the proposed Sanatan School (School) is a key commitment for the Australian Government, and I appreciate that the investment of $8.5 million is to ensure the construction of Phase 1 of the school — Foundation to Year 2.

I understand that the Department of Education has had ongoing discussions and engagement with HEACC to support progression of this initiative including coordinating support from the Association of Independent Schools NSW (AISNSW). I look forward to receiving updates from the department as this initiative progresses further.

This correspondence marks an important milestone for this commitment, the approval of HEACC to access necessary funding under the *Australian Education Act 2013* (the Act) through AISNSW to support the establishment of the school.

Approval Decision
I approve HEACC – ABN 88 664 681 323, as the approved authority for the School subject to the following time-limit, conditions, and exemption.

> **Time-limit:** HEACC's approval is time-limited until 31 December 2026[1].
>
> **Conditions**: HEACC's approval is subject to the conditions at Attachment A. These conditions have been imposed to mitigate potential risks and to support HEACC to create a robust and well-informed foundation from which to establish the School.
>
> **Exemption**: For the purposes of this approval and to ensure that funding can be made available for the establishment of the School, HEACC is not required to hold non-government school registration with the NSW Education Standards Authority (NESA) until the school is operational[2].

I understand that the time-limit and conditions have previously been discussed and agreed between HEACC and the department.

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[1] Note that if circumstances require, HEACC may apply to request an extension to this time-limit.
[2] Note that NESA registration is required to be in place prior to the school commencing the provision of school education.

Parliament House, Canberra ACT 2600

Reasons for Approval Decision
I have approved HEACC as an approved authority under s74 of the Act on the following public interest grounds:

a. The School would ensure that families in Western Sydney have choice and availability in accessing school education that has a cultural-basis within the Hindu faith.

b. There is therefore inherent public value in providing access to a Hindu school in Western Sydney, noting that no such school exists at this time.

c. There is strong interest from the growing Hindu community in such faith-based education.

d. The decision aligns with the Government's commitment to supporting parental choice and diversity in the schooling system.

I understand that School will deliver the Australia Curriculum and NSW Syllabus while also incorporating teachings on Hindu culture, traditions, and philosophy.

Variation of Approval
Once NESA registration is obtained for the school, HEACC will be required to apply for a variation to its approval to remove the exemption referenced above and the associated condition restricting the school from providing school education. The department will be in further contact to discuss this with you as this initiative progresses.

If you have any questions about this approval decision, please contact s 22(1) – School Funding Branch at s 22(1)

Yours sincerely

JASON CLARE

3 / 11 / 2025

Enc.
Attachment A – Conditions on Approval

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Attachment A

Hindu Education and Cultural Centre Ltd (HEACC) – Conditions on Approval

1. Within 3-months of approval, HEACC must appoint a School Leader for the Kindergarten (Foundation) – Year 2 stage of the proposed school with responsibility for the development of all aspects of the school's operations including governance arrangements and registration requirements of NESA for Kindergarten (Foundation) – Year 2, with the objective of ensuring the provision of education is safe, supportive, and non-discriminatory. HEACC must engage with the Commonwealth Department of Education (the Department) on candidates prior to appointment.

2. Within 3-months of approval, HEACC must fully engage a consultant endorsed by the Association of Independent Schools NSW (AISNSW) and engage with AISNSW to advise on and assist in preparing all registration requirements of NESA for Kindergarten (Foundation) – Year 2 at the proposed school, and to advise on the development of the school curriculum, with the objective of ensuring the provision of education is safe, supportive, and non-discriminatory.

3. Within 3-months of approval, HEACC must establish a community engagement strategy to discuss and allow for the broader community to provide input into school development and processes. The community engagement strategy must include a mechanism for concerns by community groups to be raised with and appropriately responded to by HEACC.

4. Within 6-months of approval, HEACC must appoint an additional board member with school expertise for input on the establishment and operation of the school.

5. Within 6-months of approval, HEACC must engage the services of a business manager to administer and manage HEACC's finances including financial controls, financial accounting and financial reporting; implement HEACC's conflict of interest policy and ensure conflicts are managed appropriately; and oversee best practice financial management. HEACC must consult with AISNSW on an appropriate service provider for this purpose.

6. Within 6-months of approval, the Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must have completed the Australian Institute of Company Directors – Governance Foundations for Not-for-profit Directors, or an equivalent course approved by the Department.

7. Within 12-months of the proposed school commencing the provision of school education, HEACC must ensure that an independent school education expert is contracted to undertake a review of the school's governance arrangements, how the curriculum is being implemented, and capacity to comply with the *Australian Education Act 2013* and the NSW Education Act. The recommendations of the review must be implemented in accordance with the implementation plan endorsed by the independent school education expert.

    - A copy of the completed review and recommendation implementation plan must be provided to the Department within 1-month of the review's completion.

8. Prior to the proposed school commencing the provision of school education, HEACC must ensure that additional context on the background and origins of the school's name (via the school's website and publicly facing materials) is published.

9. HEACC must ensure that the proposed school obtains registration with NESA to operate Kindergarten (Foundation) – Year 2 prior to commencing the provision of school education at the school.

10. HEACC must ensure that it fully documents any loans that HEACC enters into from the date of approval.

Payment Schedule for Australian Government to AISNSW*

Payment Date	Milestone for payment and legislative authority* *s67 or s70 of the *Australian Education Act 2013* (the Act)	Payment ($m)
Q.2 - 2025-26	Initial part-payment for capital (s67 of the Act)	0.5
Q.2 - 2025-26	AISNSW capital administration (s67 of the Act)	0.4
Q.2 - 2025-26	Initial part-payment for school operations including NESA (s70 of the Act)	0.5
Q.3 - 2025-26	Planning and design phase of project commenced	1.0
Q.4 - 2025-26	Planning and Design phase of project completed	1.0
Q.1 – 2026-27	Contractor selection completed	1.0
Q.1 - 2026-27	Construction commencement	1.0
Q.2 - 2026-27	Construction progressing satisfactorily	1.0
Q.3 - 2026-27	Construction progressing satisfactorily	1.0
Q.1 - 2027-28	Completion of Construction and School Open	1.0
Q.1 - 2027-28	Submission of all final reporting and acquittals	0.5
	Total	**8.9**

*Suggested payment schedule for payments from the Department to AISNSW. Any payments to HEACC from AISNSW will be subject to a separate payment schedule between the two entities that will be developed in consultation with the Department.

Australian Government
Department of Education

Public Notice: Ministerial Decision of Approval of Approved Authority on Public Interest Grounds

Date of Publication

Insert date.

The Australian Government is providing funding to support the construction of a Hindu School in Oakville, Western Sydney.

The Minister for Education (Minister) has approved a new Approved Authority, Hindu Education and Cultural Centre Ltd, under paragraph 74(1)(b) of the *Australian Education Act 2013* (the Act) on public interest grounds.

This approval is required for the proposed school, The Sanatan School (seeking to be established and not yet offering education), to access capital funding under the Act.

This notice has been published within 7 days of the decision, in accordance with paragraph 74(2) of the Act.

This approval may be subject to conditions and exemptions to ensure appropriate oversight and compliance with the Act.

In approving the Approved Authority, the Minister is satisfied that it is in the public interest as the decision supports:

- Families in Western Sydney having choice and availability in accessing school education that has a cultural-basis within the Hindu faith.
- The inherent public value in providing access to a Hindu School in Western Sydney, noting that no such school exists at this time.
- The strong interest from the growing Hindu community.
- The Government's commitment to supporting parental choice and diversity in the schooling system.

Pages 114 - 146 exempt in full

Sections 47C, 47E(d) and 47F

Certificate of Registration of a Company

ASIC

Australian Securities & Investments Commission

This is to certify that

HINDU EDUCATION AND CULTURAL CENTRE LTD

Australian Company Number 664 681 323

is a registered company under the Corporations Act 2001 and is taken to be registered in New South Wales.

The company **is limited by guarantee.**

The company is a **public** company.

The day of commencement of registration is
the twenty-third day of December 2022.

Issued by the
Australian Securities and Investments Commission
on this twenty-third day of December, 2022.

J Longo

Joseph Longo
Chair

CERTIFICATE

HINDU EDUCATION & CULTURAL CENTRE

Constitution as amended and endorsed by B0D

16 July 2024

Hindu Education and Cultural Centre Ltd

HINDU EDUCATION AND CULTURAL CENTRE (HECC) LTD ABN: 58 664 681 323

HEACC Constitution16 July 2024

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HINDU EDUCATION AND CULTURAL CENTRE (HEACC) LTD ★ ABN: 88 664 681 323

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16 July 2024

Hindu Education and Cultural Centre Ltd (Company)

This is the new constitution replacing the constitution that formed part of Hindu Education and Cultural Centre's (HEACC) registration with the Australian Securities and Investment Commission (ACNC) on 23rd December, 2022. This new constitution is devised to incorporate changes, including additional clauses, essential to manage effectively the conduct of Hindu Education and Cultural Centre. This is now submitted for approval at the General Meeting and then to be filed with ASIC and ACNC.

HINDU EDUCATION AND CULTURAL CENTRE LIMITED would establish and run Educational Institutions across Sydney. On modern lines and on right basic principles it shall provide facilities to study Hinduism(Hindutwam and Sanadhana Dharma) including ancient Hindu Scriptures Vedas Gita, and Ramayana, Upanishads and various Hindu Samskaras and rituals. Integral to the Centre's activities would be teaching of languages - Sanskrit, Hindi and other Indian languages - that are the basic foundation in understanding Hindu Dharma in the most effective manner.

1 Definitions and interpretation

1.1 Definitions

In this Constitution, unless the context requires otherwise:

ACNC Act	means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).
AGM	means annual general meeting.
Applicable Act	means: (a) (b) while the Company is a Registered Charity, the ACNC Act and the Corporations Act; or (c) if the Company is not, or ceases to be, a Registered Charity, even if it is still a charity, the Corporations Act.
Board	means the board of Directors of the Company.
Business Day	means a day on which banks are open for general banking business in Sydney, New South Wales, excluding Saturdays, Sundays and public holidays in that city.
Chairperson	means the person appointed or elected from time to time pursuant to clause 17.
Code of conduct	means the guiding principle for members' conduct that will be established which takes into account compliance with HEACC's constitution and relevant NSW legislations to which the members shall abide

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Commissioner	means the Commissioner of Taxation, a second Commissioner of Taxation or a Deputy Commissioner of Taxation or other delegate of the Commissioner of Taxation for the purposes of the Tax Act.
Company	means the company defined at the beginning of this Constitution.
Constitution	means this Constitution as supplemented, substituted or amended from time to time and includes any rules, regulations and by-laws of the Company for the time being in force.
Corporations Act	means the *Corporations Act 2001* (Cth).
Deputy Chairperson	means the person appointed or elected from time to time pursuant to clause 17.
Director	means a person occupying the position of director of the Company.
Disputes resolution	means the process of resolving disputes
Eligible Charity	means a fund, authority or institution: (a) which is charitable at law; (b) gifts or contributions to which are deductible under item 1 of the table in section 30-15 of the Tax Act; and (c) which has objects and purposes similar to the objects and purposes of the Company and which is not carried on for the profit or gain of its members.
Ex-office member	means the Chair/Vice-Chair being member of all committees and sub-committees
First Resolution	has the meaning given to that term in clause 8.2(a).
Good standing/ persons of reputation	means legal majority and good moral character and good reputation in his/her community, may be granted membership in the company. Any member who fails to pay any indebtedness due to the Company within thirty (30) days after receipt of written notice from the secretary shall forfeit his/her good standing and shall so remain until such indebtedness is paid in full.
GST	has the meaning given to that term by Section 195-1 of the GST Act.
GST Act	means *A New Tax System (Goods and Services Tax) Act 1999*.
Member	means a person who is entered in the Register.
Membership	means the contractual rights of a person to membership of the Company, being the rights attaching to the class of membership conferred on that person.

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Membership Year	means each period of 12 Months commencing on 1 July and ending on the next ensuing 30 June.
Month	means calendar month.
Office	means the Company's registered office.
Person	includes use in context of singular and plural.
Present	means, when used in relation to a Member at a meeting and subject to clause 11.2, present in person, or by audio or audio-visual technology, or by proxy, attorney, representative or guardian.
Register	means the register of members of the Company.
Registered Charity	means a charity that is registered under the ACNC Act.
Secretary	means a person appointed from time to time pursuant to clause 22.1.
Security Interest	means any mortgage, lien, charge (whether fixed or floating), bill of sale, caveat, pledge, claim, trust arrangement, preferential right, right of set-off, title retention or other form of encumbrance and includes any "security interest" within the meaning of section 12 of the *Personal Property Securities Act 2009* (Cth).
Special Resolution	means a resolution: (a) of which notice has been given under clause 10.5 and 10.6(c), and (b) that has been passed by at least 75% of the votes cast by Members Present and entitled to vote on the resolution.
Subscription	means the annual subscription fee payable by Members pursuant to clause 4.3 and 4.4.
Tax Act	means the *Income Tax Assessment Act 1997* (Cth).

1.2 Words and expressions

In this Constitution, unless expressly provided otherwise:

(a) the singular includes the plural and vice versa;

(b) a reference to a gender includes all genders;

(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a clause, paragraph, schedule, exhibit, attachment, annexure or party is a reference to a clause or paragraph in, or a schedule, exhibit, attachment, annexure or party to, this Constitution;

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(e) a reference to this Constitution includes any schedules, exhibits, attachments or annexures to it (as applicable);

(f) headings are for convenience and do not affect interpretation;

(g) a reference to any document or agreement includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;

(h) a reference to "$", "A$", "AUD" or "dollar" is a reference to Australian currency;

(i) a reference to a particular person includes that person's executors, administrators, successors, permitted substitutes and permitted assigns who take under an assignment or novation pursuant to the terms of this Constitution;

(j) a reference to writing includes any method of representing words, figures or symbols in a permanent and visible form;

(k) the word "person" includes an individual as well as a body corporate, a partnership, an association, a firm, a joint venture, a trust, a government or governmental authority or governmental agency (whether or not incorporated or having a separate legal identity);

(l) a reference to any legislation or to any provision of any legislation includes all delegated or subordinate legislation, including statutory instruments and regulations, issued or made under that legislation or provision, and all modifications, re-enactments, consolidations or replacements of any of them, from time to time;

(m) the words "include", "including", "for example", "such as" or other similar expressions (in any form) are not words of limitation and must be read as if they are followed by the words "without limitation";

(n) a reference to a body or entity, other than a party to this Constitution, whether statutory or not:

    (i) which ceases to exist; or

    (ii) whose powers or functions are transferred to another body,

    is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

(o) a reference to a time is a reference to Australian Eastern Standard time or Australian eastern Daylight Time, whichever is appropriate;

(p) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Constitution or any part of it; and

(q) words or expressions defined in the Corporations Act but not in this Constitution have the same meaning in this Constitution.

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1.3 Replaceable rules and interaction with the Applicable Act

(a) To the extent permitted by law, the replaceable rules contained in the Corporations Act do not apply to the Company.

(b) While the Company is a Registered Charity, the ACNC Act and the Corporations Act override any clauses in this Constitution which are inconsistent with those Acts as they apply to a Registered Charity.

(c) If the Company is not a Registered Charity (even if it remains a charity) the Corporations Act overrides any clauses in this Constitution which are inconsistent with that Act.

(d) Copy of the replaceable rules are in Annexure I

2 Objects

2.1 Principal objects

The principal objects of the Company are to:

(a) establish a mainstream school following the prescribed NSW/Australian curriculum and Hindu scripture study;

(b) establish a community and adult education facility and resources

(c) establish early childhood learning centres

(d) establish culturally appropriate resources, facilities and centres of learning and teaching Hinduism, including worship, spiritual practices and cultural Ethos of followers of Hindu Dharma;

(e) build and manage a library, resource and research centre on Hinduism;

(f) conduct classes on yoga, meditation and Hindu scriptures;

(g) organise discourses, seminars, and lectures on Hindu Dharma;

(h) promote Hindu art forms like classical Bharatanatyam dance, music, painting and sculpture;

(i) preserve and maintain heritage and values of Hinduism;

(j) provide a centralized facility for the Hindu community with state-of-the-art facilities for learning and experiencing Dharmic principles;

(k) prepare and promote Hindu educational, cultural and religious materials;

(l) promote and build interfaith relationships in Australia and around the world;

(m) work for social and religious needs of the aged, youth and women;

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(n) work for protecting the environment from global warming and other human disruptive activities;

(o) provide humanitarian support to the needy people in the society; and

(p) provide support to and promote the activities of Hindu organisations aligned with the objects of the Company.

2.2 Ancillary objects

For the purpose of achieving the principal objects set out in clause 2.1, the Company may:

(a) organise functions, events or entertainment of any kind to raise funds for the Company;

(b) implement and market materials to promote awareness and knowledge of the purposes and activities of the Company;

(c) administer one or more funds into which all gifts, contributions, donations and bequests to the Company for the purposes of the Company will be credited;

(d) conduct public programs including education programs, social and community programs and research programs;

(e) disseminate information relating to education and community programs and to produce, edit, publish, issue, sell, circulate and preserve such papers, periodicals, books, circulars and other literary matters as are conducive to the objects of the Company;

(f) establish and maintain relationships and close communications with corporations, entities, associations, foundations, institutions, organisations and groups including Federal, State and Local Government instrumentalities, authorities and professionals that may have related interests to the Company and utilise their resources and facilities to provide and achieve the objects of the Company;

(g) seek and co-ordinate funding from Federal, State and Local Government and the private sector in the form of grants, gifts, donations and bequests committed to the objects of the Company;

(h) encourage and promote and generally seek to create greater community awareness in the knowledge and understanding of the objects of the Company;

(i) establish such other entities as required to advance the objects of the Company;

(j) provide or attract funds for the facilitation of any of the objects of the Company; and

(k) do all such other things as are incidental or conducive to the attainment of the objects and aims of the Company and its Members.

The Company will be established and operated in Australia.

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2.3 Not for profit

(a) The objects of the Company will not be carried on for the purpose of profit or gain to its Members and the income and property of the Company, from whatever sources derived, will be applied solely towards the promotion of the objects of the Company.

(b) No income or property of the Company will be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to the Members of the Company.

(c) Nothing in clauses 2.3(a) and 2.3(b), will prevent:

(i) the payment, in good faith, of remuneration to any officers or servants of the Company or to any Member in return for any services actually rendered to the Company or for goods supplied in the ordinary or usual course of business;

(ii) the payment of interest at a rate not exceeding the rate fixed for the purposes of this clause 2.3(c) by the Board on money borrowed from any Member or reasonable and proper rent for premises demised or let by any Member to the Company; or

(iii) making a payment to a Member in carrying out the Company's charitable objects.

3 Powers of the Company

3.1 The Company has, subject to the Applicable Act, power to do all things necessary or convenient to be done for, or in connection with, the performance of its objects.

3.2 Without limiting the generality of clause 3.1, the Company has all the rights, powers and privileges and the legal capacity of a natural person including, but not limited to, the powers to:

(a) accept gifts, devises, bequests or assignments made to the Company, whether on trust or otherwise, and whether unconditionally or subject to a condition and, if a gift, devise, bequest or assignment is accepted by the Company for the Company on trust or subject to a condition, to act as trustee or to comply with the condition, as the case may be;

(b) make available (whether in writing or in any other form and whether by sale or otherwise) information relating to the Company and its functions;

(c) occupy, use and control any land or building owned or held under lease by any other person made available to the Company;

(d) acquire, hold and dispose of real and personal property;

(e) enter into contracts;

(f) employ managers and other staff to implement the objects of the Company and pay such fees, salaries, emoluments and expenses as the Board considers reasonable to such persons; and

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(g) do anything incidental to any of the Company's objects.

3.3 Create separate company/ies and/or subsidiary company/ies as a separate legal entity that is owned and controlled by HEACC but operates independently in terms of management, operations, finances, and legal structure. The management structure would ensure:

(a) Management of school serves to oversee the financial and operational risks associated with venturing into new markets while enabling the parent organization to retain oversight of its investments.

(b) Build Subsidiaries not only mitigate risks but also diversify revenue streams, enhance market coverage, and broaden access to resources.

(c) Facilitate the development of specialized products or services in distinct regions or countries without necessitating the establishment of a new entity.

(Note for discussion) A subsidiary and parent companies are distinct entities that have separate legal, tax, and debt responsibilities. This not only reduces mutual liabilities but also allows subsidiaries to operate as independent brands with some autonomy from their parent organization. Even so, the parent company has considerable influence over its subsidiary's operations—as the primary shareholder, the parent company has the power to appoint board members and thereby shape the overall business strategy of a subsidiary.

3.4 To establish "HEACC Building Fund" and appoint 5 (five) members from HEACC's Board of Directors and/or Management Committee to manage its activity and report thereon;

3.3 Notwithstanding anything contained in this Constitution, any money or other property held by the Company on trust or accepted by the Company subject to a condition, will not be dealt with except in accordance with the obligations of the Company as trustee or in accordance with the relevant condition, as the case may be.

3.4 The company shall have additional powers listed in Schedule 2

4 Membership and eligibility

4.1 First Members

Each person who has consented to become a Member on registration of the Company under the Corporations Act is a Member on registration of the Company and their name must be entered on the Register.

4.2 Number and classes of Membership

(a) Subject to this Constitution and the Corporations Act, there must be at least one Member.

(b) The Board may, from time to time, prescribe a maximum number of Members

(c) The Board may, from time to time but subject to clauses 5.2 and 5.3, establish s 47F(1) ribe the qualifications, rights and privileges of persons admitted to Membership in, or transferred into, such classes of Membership.

(d) The Board shall list the classes of memberships and associated eligibility criteria and rights in Schedule 1 of this constitution.

4.3 Admission to Membership

(a) A person who is not a Member of the Company at the date of registration of the Company will not be admitted to Membership unless:

(i) the Board accepts membership nomination in other manners of communication to help with its management process; (currently applied as per Board's decision)

(ii) the membership is permitted in joint names (limited to maximum of two persons) until the Board decides otherwise; (currently applied as per Board's decision)

(iii) the person applies for Membership in accordance with clause 4.3(b); and

(iv) the person's admission as a Member is approved by the Board.

(b) Each application for membership must:

(i) be in writing, in the form prescribed by the Board (if any), and signed by the applicant;

(ii) specify the class of Membership sought (if there are different classes) and such other particulars as the Board may either generally or, in a particular case, require;

(iii) contain, or be accompanied by, the undertaking referred to in clause 4.6 and

(iv) be delivered with payment for the applicable Subscription (if any) to the Secretary at the Office.

(c) As soon as practicable after receipt of an application referred to in clause 4.3(b) the Secretary must refer the application to the Board who will then determine, in their absolute discretion, whether to approve or to reject the application.

(d) The Directors do not need to give a reason for rejecting an application for Membership.

(e) If an application is approved by the Board, the Secretary must, as soon as practicable notify the applicant, and where relevant its representative, in writing that the applicant has been approved for Membership.

(f) The Secretary must, within 28 days after the later of approval by the Board or payment of the first year's Subscription (if any), enter the applicant's name in the Register and, if the applicant is not a natural person, the representative's name.

(g) If an application has been rejected by the Board, the Secretary must, as soon as practicable:

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(i) notify the applicant in writing that the applicant's application has been rejected; and

(ii) return to the applicant the first year's Subscription (if any) which accompanied the application.

(h) An applicant for Membership becomes a Member and is entitled to exercise the rights of Membership when the applicant's name is entered into the Register.

4.3 Admission to Membership

(a) A person who is not a Member of the Company at the date of registration of the Company will not be admitted to Membership unless:

(i) A person is a natural person of good standing, or an organisation of good standing – as determined by the Board of Directors from time to time.

(ii) the person applies for Membership in accordance with clause 4.3(b); and

(iii) the person's admission as a Member is approved by the Board.

(b) Each application for membership must:

(i) be in writing, in the form prescribed by the Board (if any), and signed by the applicant;

specify the class of Membership sought (if there are different classes) and such other particulars as the Board may either generally or, in a particular case, require

4.4 Subscription

(a) Subject to the following provisions of this clause 4.4, the Board will determine the Subscription payable by Members in each Membership Year and that Subscription can vary between Members and classes of Members.

(b) If the first Membership Year applicable to the person seeking admission to Membership is comprised of less than 365 days, the first year's Subscription payable by that person is to be apportioned according to the number of days remaining in that Membership Year.

(c) Until the Board makes its first determination in relation to Subscriptions the Subscription is set at $0.

(d) The Subscription must be paid annually in advance and is due to be paid on or before the first day of each Membership Year.

(e) The Subscription must be paid by delivery to the Secretary, or to such other person or in such other manner as the Board determines and advises the Members, from time to time.

4.5 Representatives of Members

(a) A person seeking admission to Membership who is not a natural person must appoint one or more natural persons to be its representative but only one representative may exercise the Member's powers at any one time.

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(b) The appointment must set out what the representative is appointed to do and may set restrictions on the representative's powers.

(c) If the appointment does not set any restrictions on the representative's powers, the representative may exercise on the Member's behalf all of the rights and powers of the Member except the power to appoint and remove a representative.

(d) An appointment for the purpose of clause 4.5(a) must:

   (i) be in writing;

   (ii) include the name of the representative;

   (iii) be signed or executed by the body corporate or entity seeking Membership;

   (iv) be delivered to the Secretary, or to such other person as the Board determines, from time to time; and

   (v) accompany the application referred to in clause 4.3(b).

(e) A representative may be removed or replaced by written notice to the Secretary, signed or executed by the body corporate or entity which appointed that representative.

(f) If the body corporate or entity which appointed a representative gives notice to the Secretary that it wishes its representative to be removed or replaced (for whatever reason), the Secretary will, as soon as practicable, make the appropriate entries in the Register.

4.6 Undertaking

Each Member undertakes to contribute an amount not more than $10.00 to the property of the Company if the Company is wound up while the Member is a Member, or within 12 months after they ceased being a Member, and this contribution is required to pay for the:

(a) debts and liabilities of the Company incurred before the Member ceased being a Member, or

(b) costs of winding up.

4.7 GST

(a) All payments that are required to be made by a Member under this Constitution (including but not limited to Subscriptions) are exclusive of GST.

(b) If any payment referred to in clause 4.7(a) is for, or is in connection with, a supply made by the Company under this Constitution on which the Company is liable to pay GST, then such payment will be increased by the prevailing rate of that GST and the Member will pay that increased amount to the Company at the same time and in the same manner as all other payments required to be made.

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(c) The Company must issue to the Member a tax invoice for the increased amount referred to in clause 4.7(b) within 14 days from the date that the increased amount is required to be paid by the Member.

5 Rights of members

5.1 Rights and privileges

~~(a)~~ Subject to this Constitution, the Members are entitled to all the rights and privileges of Membership of the Company.

5.2 Variation of Rights

If at any time the Directors exercise the powers under clause **Error! Reference source not found.**, the rights, restrictions or obligations of Members or any class of Members may be varied with either:

(a) the written consent of not less than 75% of the voting powers of the existing Members; or

(b) the sanction of a Special Resolution passed at a separate general meeting of the existing Members.

5.3 Effect of new class of Membership

If the Board establishes a new class of Membership that has the same rights, restrictions or obligations as an existing class of Membership, the establishment of that new class of Membership is not treated as a variation of the rights attaching to the existing class.

6 Register of Members

6.1 Information in Register

The Secretary must keep and maintain a Register containing:

(a) the name and address of each Member;

(b) the date on which each Member's name was entered in the Register;

(c) in the case of a Member who is not a natural person, the name and address of its authorised representative;

(d) the class of Membership of each Member; and

(e) any other information which the Board considers necessary.

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6.2 Inspection and copies

Subject to the Corporations Act:

(a) the Register will be made available for inspection, free of charge, to any Member on request;

(b) a Member may make a copy of entries in the Register; and

(c) information that is accessed from the Register must only be used in a manner relevant to the interests or rights of Members.

7 Default by Members

7.1 A Member is not entitled to vote at a general meeting or by any circular resolution if any Subscription owing by that Member has not been paid on or before the date of the meeting or the date the resolution is circulated.

7.2 If a Member is required to pay a Subscription and has not paid the Subscription for 60 days or more after the due date for payment:

(a) any remaining rights and privileges of that Member will be automatically suspended on the 60th day after the due date for payment until the Subscription, or such part which is payable and remains outstanding, is paid or until the Member's Membership has been determined in accordance with clause 7.3; and

(b) the Secretary will give notice to that Member requiring payment of the Subscription, or such part of the Subscription which is payable and remains outstanding.

7.3 If any part of the Subscription which is payable remains outstanding for 60 days or more after service of the notice to the Member in accordance with clause 7.2(b), the Member will automatically cease to be a Member on the 60th day after service of the notice and the Secretary must notify that Member accordingly.

8 Cessation of Membership

8.1 Ceasing to be a Member

A person ceases to be Member of the Company if:

(a) the person resigns as provided in clause 9.1;

(b) the person dies;

(c) the person is not a natural person and they are wound up, deregistered or otherwise dissolved;

(d) the person has not responded within three months to a written request from the Secretary that they confirm in writing that they want to remain a Member; or

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(e) the provisions of clauses 7.1 and 7.3 or the succeeding provisions of this clause 8 become applicable to that Member.

8.2 Power to censure, suspend or expel

(a) If any Member:

   (i) fails to comply with this Constitution;

   (ii) fails to comply with any of the rules, regulations or by-laws of the Company; or

   (iii) engages in conduct which, in the opinion of the Directors, is causing or is likely to cause harm to the Company, its interests or its Members,

   the Board may, subject to clause 8.2(b), by resolution of the Directors (**First Resolution**) censure, suspend or expel that Member.

(b) A First Resolution under clause 8.2(a) does not take effect unless the Board, at a meeting held not earlier than 14 days and not later than 21 days after the service on the Member of a notice in accordance with clause 8.2(c), confirms the First Resolution in accordance with clause 8.2(d).

(c) Where the Directors pass a First Resolution in accordance with clause 8.2(a), the Secretary must, as soon as practicable, serve on the Member, a notice in writing:

   (i) setting out the First Resolution and the grounds on which it is based;

   (ii) stating that the Member may address the Board at a meeting to be held not earlier than 14 days and not later than 21 days after service of the notice;

   (iii) stating the date, place and time of that meeting;

      a. informing the Member that the Member may:

         i. attend the meeting; or

         ii. give to the Board, before the date of the meeting, a written statement seeking revocation of the First Resolution.

(d) At a meeting of the Directors held in accordance with clause 8.2(c), the Board must:

   (i) give the Member, or a person nominated by the Member, an opportunity to be heard; and

   (ii) give due consideration to any written statement submitted by, or on behalf of, the Member; and

   (iii) by resolution, determine whether to:

      (A) confirm the First Resolution;

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(B) revoke the First Resolution with or without a warning;

(C) refer the decision to an unbiased, independent person on conditions that the Board considers appropriate (however, the independent person can only make a decision that the Directors could have made under this clause); or

(D) require the matter to be determined at a general meeting of Members.

(e) If the Directors confirm the First Resolution it will be effective immediately and the Secretary must notify the Member of the confirmation as soon as possible after the date of the meeting of the Directors.

(f) At a general meeting of the Members called in accordance with clause 8.2(d)(iii)(D):

(i) no business other than the question of the appeal shall be transacted;

(ii) the Directors must place before the meeting details of the grounds for the First Resolution and the reasons for the passing of the First Resolution;

(iii) the Member, or a person nominated by the Member, must be given an opportunity to be heard; and

(iv) the other Members Present must vote by secret ballot on the question of whether the First Resolution should be confirmed or revoked.

(g) If at a general meeting called in accordance with clause 8.2(d)(iii)(D):

(i) a majority of the other Members Present and voting, vote in favour of the confirmation of the First Resolution, the First Resolution will stand confirmed and will be effective immediately; and

(ii) in any other case, the First Resolution will be revoked.

(h) The Member the subject of a First Resolution is not entitled to vote at a general meeting called in accordance with clause 8.2(d)(iii)(D) and quorum and voting is determined without regard to that Member.

(i) If the dispute is still challenged, they are to be referred to a Community Justice Centre for mediation under the *Community Justice Centres Act 1983*.

(j) If a dispute is not resolved by mediation within 3 months of the referral to a Community Justice Centre, the dispute is to be referred to arbitration.

(k) The *Commercial Arbitration Act 2010* applies to a dispute referred to arbitration.

(l) If the dispute is not resolved at the Community Justice Centre, all legal proceedings, if any, shall be commenced in the State of New South Wales.

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8.3 Continuing liability

A Member who ceases to be a Member continues to be liable for any Subscription and all arrears due and unpaid at the date the Member ceases to be a Member and for all other amounts due by the Member to the Company and for any sum not exceeding $10.00 for which the Member may become liable as a Member under clause 4.6.

9 Resignation of Member

9.1 A Member may resign from the Company by first giving the Secretary written notice of one month, or such other notice period as is agreed by the Board, of the Member's intention to resign and on the expiration of that period of notice, the Member will cease to be a Member.

9.2 On expiry of notice under clause 9.1, the Secretary will:

(a) repay to the Member the proportion of the Subscription received by the Company referable to the unexpired term of the Membership Year; and

(b) make an entry in the Register recording the date on which the Member ceased to be a Member.

10 General meetings

10.1 General meetings

A general meeting is a meeting of the Members of the Company held in accordance with this Constitution and the Applicable Act and includes the AGM.

10.2 AGM

(a) The Company will hold an AGM in accordance with this Constitution and the Applicable Act:

(i) within 18 months after registration of the Company; and

(ii) after the first AGM, at least once in every calendar year.

(b) The business of the AGM may include:

(i) the appointment of the Directors;

(ii) the consideration of the financial reports of the Company, the Directors' report and the auditor's report; and

(iii) such other business as may be properly transacted at the AGM.

(c) The Chairperson of the AGM must allow a reasonable opportunity for the Members as a whole at the meeting to ask questions about or make comments on the management of the Company.

10.3 Calling

(a) The Board may call a general meeting at any time.

(b) The Board must call and arrange to hold a general meeting on the written request of Members with at least 5% of the votes that may be cast at the general meeting and must:

(i) within 21 days of such Members' request being given to the Company, give notice of a general meeting; and

(ii) hold the general meeting within two months of such Members' request.

(c) The percentage of votes that Members have is to be worked out as at midnight before the Members request the meeting.

(d) The Members who make the request for a general meeting must:

(i) provide the request in writing;

(ii) state in the request any resolution to be proposed at the meeting;

(iii) sign the request; and

(iv) give the request to the Company.

(e) Separate copies of a document setting out the request may be signed by Members if the wording of the request is the same in each copy.

10.4 General meetings called by Members

(a) If the Directors do not call a meeting within 21 days of being requested by at least 5% of Members under clause 10.3(b), 50% or more of the Members who made the request may call and arrange to hold a general meeting.

(b) To call and hold a meeting the Members must:

(i) as far as possible, follow the procedures for general meetings set out in this Constitution;

(ii) call the meeting using the list of members of the Company's Register; and

(iii) hold the general meeting within three months after the request was given to the Company.

(c) The Company must pay the Members who request the general meeting under clause 10.3(b) any reasonable expenses they incur because the Directors did not call and hold the meeting.

10.5 Notice

(a) At least 21 days prior written notice of a general meeting must be given to:

s 47F(1) (i) each Member who is entitled to vote:

(ii) each Director;

(iii) any auditor of the Company; and

(iv) any other person required by law.

No other person is entitled to receive notice of a general meeting.

(b) Subject to clause 10.5(c) and the Applicable Act, notice of a meeting may be provided less than 21 days before the meeting if:

(i) for an annual general meeting, all the Members entitled to attend and vote at the annual general meeting agree beforehand; and

(ii) for any other general meeting, Members with at least 95% of the votes that may be cast at the meeting agree beforehand.

(c) Subject to the Applicable Act, notice of a meeting cannot be provided less than 21 days before the meeting if a resolution will be moved to:

(i) remove a Director;

(ii) appoint a Director in order to replace a Director who was removed; or

(iii) remove an auditor.

10.6 Content of notice

A notice of a general meeting must:

(a) set out the place, date and time for the meeting (and, if the meeting is to be held in two or more places or by audio or audio-visual technology, the technology that will be used to facilitate this);

(b) state the general nature of the meeting's business;

(c) if a Special Resolution is to be proposed at the meeting, set out an intention to propose the Special Resolution and the Special Resolution itself; and

(d) contain a statement specifying that:

(i) the Member has a right to appoint a proxy;

(ii) the proxy does not need to be a Member; and

(iii) a Member entitled to cast two or more votes may appoint two proxies and may specify the proportion or number of votes each proxy is appointed to exercise.

10.7 Failure to give notice

The inadvertent failure or accidental omission to send notice of a general meeting to, or the non-receipt of a notice by, any person entitled to notice does not invalidate the proceedings or any resolution passed at the meeting.

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10.8 Postponement or cancellation or change of general meeting

Subject to the Applicable Act, the Board may at any time prior to the time at which a general meeting is to be held, postpone or cancel any general meeting or change the place of any general meeting. Any such postponement, cancellation or change must be communicated to each Member of the Company and each other person to whom notice was given, in any manner permitted under clause 27.

10.9 Resolutions without general meetings

(a) Subject to the Applicable Act, the Company may pass a resolution without a general meeting being held if all the Members entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last Member signs.

11 Proceedings at general meetings

11.1 Quorum

(a) No business may be transacted at an AGM or any other general meeting unless a quorum is present at the time when the meeting proceeds to business.

(b) A quorum consists of ten Members Present and entitled to vote at the meeting unless the Company only has one Member entitled to vote at the meeting, in which case the quorum is one.

(c) Each individual Present at a general meeting may only be counted once toward a quorum. If a Member has appointed more than one proxy, attorney or representative, only one of them may be counted towards a quorum.

11.2 Use of technology

(a) General meetings can be held using audio or audio-visual technology, whether for all participating Members or only for Members who are unable to be present in person.

(b) If a general meeting is held by audio or audio-visual technology:

(i) a Member is treated as Present if the Member is able to hear and be heard by all others attending; and

(ii) unless the Chairperson is notified that a Member is leaving the meeting, the Member will be assumed to have been Present for the duration of the meeting.

11.3 Quorum not present

If a quorum is not present within 15 minutes after the time appointed for a general meeting:

(a) if the meeting was convened at the request of Members, it is automatically dissolved; and

(b) in any other case:

(i) it will stand adjourned to the same time and place on the fifth Business Day after the meeting; and

(ii) if a quorum is not present within 15 minutes from the time appointed for the adjourned meeting, the Members Present (being not less than two) will comprise a quorum.

11.4 Chairing meetings

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Members. If:

(a) there is no Chairperson or Deputy Chairperson;

(b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or

(c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Members Present and entitled to vote will elect a Member or Director to chair the meeting.

11.5 Function of Chairperson

The Chairperson of a general meeting is responsible for the general conduct and procedures to be adopted at the meeting.

11.6 Adjournment by Chairperson

The Chairperson of a general meeting at which a quorum is present:

(a) may, with the consent of the meeting; and

(b) must, if directed by resolution of the meeting,

adjourn the meeting to another time and place.

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11.7 Adjourned meeting

The only business that can be transacted at an adjourned meeting is the unfinished business of the initial meeting. Notice of the adjourned meeting must be given if the meeting is adjourned for one month or more.

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11.8 Show of hands

Unless a poll is demanded under clause 11.10:

(a) a resolution put to a vote at a general meeting must be decided on a show of hands; and

(b) a declaration by the Chairperson that a resolution has been carried, carried by a particular majority or lost and an entry to that effect in the minutes of the meeting will be conclusive evidence of that fact without proof of the number or proportion of votes recorded in favour or against the resolution.

11.9 Majority vote

A resolution of Members must be passed by a majority of the votes cast by Members Present and entitled to vote on the resolution unless otherwise required under the Applicable Act or this Constitution.

11.10 Demanding a poll

Either before or on declaration of the result of a show of hands, a poll may be demanded by:

(a) the Chairperson;

(b) at least two Members entitled to vote on the resolution; or

(c) Members with at least 5% of the votes that may be cast on the resolution on a poll.

The demand for a poll does not affect the continuation of the meeting for the transaction of other business and may be withdrawn.

11.11 When and how polls must be taken

A poll will be taken when and in the manner the Chairperson directs, except for:

(a) a poll demanded on the election of a Chairperson; or

(b) a poll demanded on the adjournment of a meeting,

which must be taken immediately. The result of the poll will be the resolution of the meeting at which the poll was demanded.

11.12 Equal number of votes

If an equal number of votes is cast for and against a resolution:

(a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Member, proxy, attorney or representative; and

(b) the resolution is not passed.

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12 Voting at general meetings

12.1 Number of votes

Subject to this Constitution and any rights or restrictions imposed on or attached to a class of Membership, every Member who is Present at a general meeting and entitled to vote on a show of hands and on a poll, has vote/s specified in each class of memberships.

12.2 Voting by guardians

Subject to the Applicable Act, if the Board is satisfied at least 24 hours before the time fixed for a general meeting that a person has the power to manage a Member's property as their guardian under a law relating to guardianship and the management of property, that person may vote and exercise any other rights in relation to the general meeting as if it were the Member entered on the Register and the Board must not count the vote of the actual registered Member.

12.3 Objections

An objection to the qualification of any voter:

(a) may only be raised at the meeting or adjourned meeting at which the voter tendered its vote; and

(b) must be determined by the Chairperson, whose decision, if made in good faith, will be final and conclusive.

A vote that the Chairperson does not disallow pursuant to an objection is valid for all purposes.

13 Electronic voting

13.1 Electronic and remote voting may be available

(a) Electronic or remote voting will be available if approved by the Board before the notice of general meeting is sent.

(b) If the notice of general meeting states that electronic or remote voting will be available, Members entitled to attend and vote at a general meeting may vote prior to the meeting by way of remote or electronic voting .

(c) If the notice of general meeting does not state that electronic or remote voting will be available, then it will not be allowed and the rest of this clause 13 will not apply for that general meeting.

13.2 Method

The manner and method of electronic or remote voting will be determined by the Company and notified to Members from time to time.

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13.3 Company must receive vote

The electronic or remote vote is only effective in relation to a general meeting if the Company receives the electronic or remote vote at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period).

13.4 Definition of receipt

The Company receives the vote referred to in clause 13.3 when it is received:

(a) at the Office;

(b) in a matter determined by the Company and notified to Members in accordance with clause 13.2;

(c) at an electronic address specified in the notice of meeting; or

(d) if the notice of meeting specifies other electronic means by which a Member may give the vote, by those means in accordance with the Corporations Act.

13.5 Chairperson may declare vote valid

If the electronic or remote vote:

(a) does not comply with the terms of this Constitution; or

(b) is not received by the Company in accordance with the terms of this Constitution,

the vote will be treated as invalid unless the Chairperson declares otherwise.

13.6 Adjourned meetings

Subject to clause 13.7 the electronic or remote vote for a particular general meeting is valid at the adjourned meeting.

13.7 Status of electronic or remote vote if Member Present

If the Member attends a meeting at which a vote is held on an issue that the Member has already provided an electronic or remote vote, the electronic or remote already cast is void and the Member must vote at the meeting.

13.8 Continuing authority

An electronic or remote vote at a general meeting will be valid even if, before the meeting the appointing Member dies or becomes mentally incapacitated, unless the Company has received written notification of the matter before the start or resumption of the meeting.

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14 Proxies, attorneys and representatives

14.1 Proxies

A Member entitled to attend and vote at a general meeting may appoint a proxy to attend and vote for the Member at the meeting. A proxy must be a natural person.

14.2 Number of proxies

A Member entitled to vote at a general meeting may appoint one proxy.

14.3 Proportion of votes exercisable by proxies

If a Member appoints two proxies, the appointment may specify the proportion or number of the Member's votes each proxy may exercise. If the appointment does not specify this, each proxy may exercise half of the votes and any fractions of votes will be disregarded.

14.4 Rights of proxies

(a) Subject to this Constitution and the proxy's terms of appointment, a proxy has the same rights as the appointing Member to speak at a general meeting, to vote and to join in and demand a poll.

(b) If a proxy's appointment specifies the way in which the proxy must vote, the proxy must follow those instructions.

14.5 Attorneys

A Member may appoint an attorney to:

(a) act for the Member at general meetings; or

(b) appoint a proxy to act for the Member at general meetings.

14.6 Rights of attorneys

Unless restricted by the terms of appointment or the Applicable Act, an attorney may exercise the same powers on the Member's behalf that the Member could exercise at a general meeting or in voting on a resolution.

14.7 No Membership requirement

(a) A proxy may be, but need not be, a Member.

(b) An attorney may be, but need not be, a Member.

14.8 Standing appointments

A Member may appoint a proxy or attorney to act at a particular general meeting or make a standing appointment. A Member may revoke any appointment by written notice to the Company.

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14.9 Instrument of appointment of proxies

The instrument of appointment of a proxy must be in a written form approved by the Board and must be signed or executed:

(a) if the appointing Member is an individual, by the appointing Member or that Member's attorney; and

(b) if the appointing Member is a body corporate, by the body corporate's representative or attorney.

14.10 Instrument of appointment of attorneys

The instrument of appointment of an attorney must be in a written form and must consist of a valid power of attorney signed by the appointing Member.

14.11 Company must receive appointments

The appointment of a proxy, attorney or representative is only effective in relation to a general meeting if the Company receives the instrument effecting the appointment and any additional documents required by clause 14.13:

(a) in the case of a proxy or attorney, at least 48 hours before the time for holding the meeting or adjourned meeting (unless the notice of meeting specifies a shorter time period); and

(b) in the case of a representative, before the commencement of the meeting or adjourned meeting.

14.12 Definition of receipt

The Company receives the documents referred to in clause 14.11 when they are received:

(a) at the Office;

(b) at a fax number at the Office;

(c) at a place, fax number or electronic address specified in the notice of meeting; or

(d) if the notice of meeting specifies other electronic means by which a Member may give the documents, by those means in accordance with the Applicable Act.

14.13 Additional documents

If an appointment purports to be executed under a power of attorney or other authority, the original power or authority or a certified copy of it must be received by the Company along with the appointment.

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14.14 Chairperson may declare appointment ~~valid~~ invalid

If:

(a) the instrument of appointment of a proxy, attorney or representative does not comply with the terms of this Constitution; or

(b) the appointment and any additional documents are not received by the Company in accordance with the terms of this Constitution,

the appointment will be treated as invalid unless the Chairperson declares otherwise.

14.15 Adjourned meetings

An appointment of a proxy, attorney or representative for a particular general meeting is valid at the adjourned meeting.

14.16 Rights of proxies and attorneys if Member present

A proxy or attorney has no power to act for a Member at a general meeting at which the Member is present in person or by audio or audio-visual technology, in the case of a body corporate, the representative is present in person or by audio or audio-visual technology. A proxy has no power to act for a Member at a general meeting at which the Member is present by attorney.

14.17 Priority of conflicting appointments

The following rules govern conflicting appointments:

(a) an appointment of a proxy is revoked (or suspended for the particular general meeting if a standing appointment) if the Company receives a further proxy appointment that would result in the Member having more proxies than the Member is entitled to under clause 14.2;

(b) the proxy appointment made first in time under clause 14.17(a) is the first to be treated as revoked or suspended under that clause; and

(c) if more than one attorney or representative appointed by a Member is Present at a general meeting and the Company has not received notice of revocation of any of the appointments:

  (i) an attorney or representative appointed to act at that particular meeting may act to the exclusion of an attorney or representative appointed under a standing appointment; and

  (ii) subject to clause 14.17(c)(i), the more recently appointed attorney or representative may act to the exclusion of an attorney or representative appointed earlier in time.

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14.18 Continuing authority

A vote cast by a proxy, attorney or representative at a general meeting will be valid even if, before the meeting, the appointing Member:

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(a) dies or becomes mentally incapacitated; or

(b) revokes the appointment or the authority under which the appointment was made by a third party,

unless the Company has received written notification of the matter before the start or resumption of the meeting.

15 Directors

15.1 Number

(a) The Company will have at least seven Directors.

(b) Subject to clause 15.1(a) and the Applicable Act the Members may fix the maximum number of Directors and increase or reduce that number by resolution passed in general meeting.

15.2 Initial Directors

The initial Directors are the people who have agreed to act as Directors and who are named as proposed Directors in the application for registration of the Company.

15.3 No Membership requirement

A Director may be, but need not be, a Member.

15.4 Other positions

A Director may simultaneously hold any other office or position in the Company on terms determined by the Board.

15.5 Meetings of Members

A Director is entitled to notice of, and to attend, all general meetings.

16 Appointment and removal of Directors

16.1 Appointment by Members

(a) The Members may appoint a Director by resolution passed in general meeting.

(b) Each of the Directors must be appointed by a separate resolution, unless:

(i) the Members Present have first passed a resolution that the appointments may be voted on together; and

(ii) no votes were cast against that resolution.

(c) A person is eligible for appointment as a Director of the Company if they:

(i) are nominated by an existing Member of the Company;

(ii) meet any eligibility requirements identified by the Board prior to the nomination of the candidate;

(iii) give the Board their signed consent to act as a Director of the Company; and

(iv) are not ineligible to be a Director under an Applicable Act.

(d) The Members can make further rules in relation to the appointment of Directors, provided those rules are not inconsistent with this Constitution or the Applicable Act.

(e) Attending an information session is a mandatory requirement for any eligible Member wishing to nominate to seek election to the Board of Directors of HEACC.

(f) HEACC Board need to be flexible and responsive to meet current needs and prepare organisations to face future challenges.

(g) To become a valuable contributor to the board, directors must have the knowledge and skills to effectively perform their role.

16.2 Removal and rotation of Directors

Subject to clause 15.1, the Company may by resolution passed in general meeting:

(a) remove a Director from office; and

(b) determine any rotation and retirement policies for Directors.

16.3 Casual vacancy or addition to Board

(a) The Board may appoint a person to be a Director at any time either to fill a casual vacancy or as an addition to the existing Directors, but the total number of Directors must not exceed any maximum number.

(b) A Director appointed in accordance with clause 16.3(a) will hold office only until the end of the next AGM and will be eligible for re-appointment in accordance with this Constitution at that AGM.

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16.4 Term of office

(a) Subject to clauses 16.2, 16.3 and 16.5 and the terms of any agreement between the Company and the relevant Director, a Director holds office for a period of three years and their term ends at midnight on the final day of that term.

(b) Directors are eligible for re-appointment in accordance with this Constitution.

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(c) A Director who has held office for a continuous period of three terms may only be re-appointed by a Special Resolution of Members.

16.5 Cessation of appointment

A person automatically ceases to be a Director if:

(a) the person is not permitted or eligible under the Applicable Act (or an order made under the Applicable Act) to be a Director;

(b) the person is a representative of a Member and that Member stops being a Member;

(c) the person is a representative of a Member and the Member notifies the Company that the representative is no longer a representative;

(d) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with creditors;

(e) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;

(f) the person resigns by notice in writing to the Company;

(g) where the person has previously been admitted as a Member, the person ceases to be a Member;

(h) the person is removed from office under clause 16.2;

(i) the person dies; or

(j) the term for which the person was appointed expires.

17 Board positions

17.1 The Board will from time to time appoint a Chairperson from among the Directors.

17.2 The Board may from time to time, at its discretion, appoint a Deputy Chairperson and/or a Treasurer from among the Directors.

17.3 The Board will from time to time appoint a Secretary in accordance with clause 21.13(c).

17.4 The same individual can hold more than one of the positions of Chairperson, Treasurer and Secretary.

17.5 The Board will from time to time appoint a Public Officer in accordance with clause 21.13(c).

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18 Remuneration of Directors

18.1 Honorary

The Company must not pay fees to a Director for acting as a Director but can make payments under clauses 18.2 and 18 3.

18.2 Expenses

The Company may pay Directors all reasonable travelling and other expenses properly incurred:

(a) in attending Board meetings or any meetings of committees of Directors;

(b) in attending any general meetings of the Company; and

(c) in connection with the Company's business.

18.3 Extra services

The Company may:

(a) remunerate a Director for performing any extra services or making special exertions (including going or living away from the Director's usual residential address) at the request of the Board and for the purposes of the Company; and

(b) pay a Director if they are engaged to work for the Company other than as a Director.

18.4 Board approval

All payments to Directors under this clause 18 must be approved by the Board.

19 Powers and duties of Directors

19.1 Management of the Company

The business of the Company will be managed by the Board. The Board may exercise all the powers of the Company except any powers that are required by this Constitution or the Applicable Act to be exercised by the Company in a general meeting.

19.2 Specific powers

Without limiting the generality of clause 19.1, the Board may exercise all the powers of the Company to:

(a) borrow money;

(b) grant Security Interests in relation to any of the Company's property, assets or business, to secure any debt, liability or obligation of the Company or any other person;

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(c) guarantee, indemnify or otherwise become liable for the payment of money or the performance of any obligation by or of any other person; and

(d) pay out of the Company's funds all expenses of the promotion, formation and registration of the Company and the vesting in it of the assets acquired by the Company,

on any terms determined by the Board.

19.3 Duties under the Applicable Act

A Director must comply with the Applicable Act and fulfil any duties prescribed in the Applicable Act and the common law including:

(a) reasonable care and diligence;

(b) good faith and proper purpose;

(c) proper use of position;

(d) proper use of information;

(e) disclosure of any material personal interest in the manner set out in clause 19.5;

(f) responsible management of financial affairs; and

(g) not to allow the Company to trade while insolvent

19.4 No disqualification

A Director is not disqualified by reason only of being a Director from:

(a) holding any office, place of profit or position of employment with the Company;

(b) acting in a professional capacity for the Company;

(c) being a member or creditor of any corporation (including the Company) or partnership; or

(d) entering into any agreement or arrangement with the Company.

19.5 Disclosure of interests

If required by the Applicable Act, a Director must disclose to the Board any material personal interest the Director has in a matter relating to the affairs of the Company. The Secretary must record details of any such disclosures in the minutes of the relevant Board meeting.

19.6 Voting if Director has an interest

(a) A Director who has a material personal interest in a matter being considered at a Board meeting must not, except as provided under this clause 19.6:

(i) be present at the Board meeting while the matter is being discussed; or

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(ii) vote on the matter.

(b) A Director may still be present, counted towards the quorum and vote if:

(i) their interest arises because they are a Member of the Company, and the other Members have the same interest;

(ii) their interest relates to an insurance contract that insures, or would insure, the Director against liabilities that the Director incurs as a Director of the Company as contemplated in clause 29;

(iii) their interest relates to a payment by the Company under clause 29 or any contract relating to an indemnity that is allowed under the Applicable Act;

(iv) the regulator under the Applicable Act makes an order allowing the Director to vote on the matter; or

(v) the Directors who do not have a material personal interest in the matter pass a resolution that:

(A) identifies the Director, the nature and extent of the Director's interest in the matter and how it relates to the affairs of the Company; and

(B) states that those Directors are satisfied that the interest should not prevent the Director from being present or voting.

(c) Subject to clause 19.6(b):

(i) any transactions that relate to the interest may proceed and the Director may participate in the execution of any relevant document; and

(ii) if disclosure is made before the transaction is entered into:

(A) the Director may retain benefits under the transaction; and

(B) the Company cannot avoid the transaction merely because of the existence of the interest.

19.7 Confidentiality

(a) Every Director must:

(i) keep the transactions and affairs of the Company confidential, except:

(A) to the extent necessary to enable the person to perform his or her duties to the Company;

(B) as required by the Board or the Company in general meeting; and

(C) as required by law

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(ii) if requested by the Board, sign a confidentiality undertaking consistent with this clause.

(b) The Board must procure that all employees, agents and other officers of the Company:

(i) keep the transactions and affairs of the Company confidential, except:

(A) to the extent necessary to enable the person to perform his or her duties to the Company;

(B) as required by the Board or the Company in general meeting; and

(C) as required by law.

(ii) if requested by the Board, sign a confidentiality undertaking consistent with this clause.

(iii) A Director is required to deliver, in a timely manner but within one month, at the conclusion of his/her term in office, the general records of HEACC to his/her successor in office.

20 Delegation of Directors' powers

20.1 Power to delegate

The Board may delegate any of its powers to:

(a) a committee;

(b) a Director;

(c) an employee or adviser of the Company; or

(d) an attorney.

20.2 Terms of delegation

A delegation of powers under clause 20.1 may:

(a) be made for a specified period or without specifying a period;

(b) be made on the terms (including the power to delegate further) and subject to any restrictions that the Board determines; and

(c) may contain provisions for the protection and convenience of those who deal with the delegate that the Board thinks appropriate.

20.3 Delegate to comply with directions

A delegate under clause 20.1 must exercise its powers subject to any direction from the Board.

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20.4 Board may revoke delegation

The Board may revoke a delegation of its powers at any time.

20.5 Advisory committee

(a) The Board may establish one or more advisory committees comprising such persons as the Board thinks fit. A member of an advisory committee may, but need not be, a Director or Member.

(b) An advisory committee will act in an advisory capacity only and in the exercise of the powers delegated in accordance with this clause 20, conform to any direction from the Board.

20.6 Proceedings of advisory committee

Subject to the terms on which power is delegated to any committee and any directions from the Board:

(a) a committee is free to determine the rules that regulate its meetings and proceedings; and

(b) in the absence of such a determination, the rules will be the same as those that govern Board meetings in this Constitution, so far as they are applicable,

and the Board may change any of the powers, duties and functions of a committee, may remove any member of a committee or dissolve a committee at any time.

21 Board meetings

21.1 Procedure

Subject to this Constitution and the Corporations Act, the Board may meet, adjourn and otherwise regulate its meetings as it determines. The Board may invite any other person it considers necessary or appropriate to attend and speak at any meeting but that person is not entitled to vote.

21.2 Calling

A Director may at any time, and the Secretary must on request from a Director, convene a Board meeting.

21.3 Notice

Each Director must be given reasonable notice of a Board meeting or the resumption of an adjourned Board meeting. Notice may be given in any manner determined or adopted by the Board from time to time.

21.4 Use of technology

(a) A Board meeting can be held using audio or audio-visual technology.

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(b) If a Board meeting is held by audio or audio-visual technology:

(i) a Director is treated as present if the Director is able to hear and be heard by all others attending; and

(ii) unless the Chairperson is notified that a Director is leaving the meeting, the Director will be assumed to have been present for the duration of the meeting.

(c) A Board meeting may be held using audio or audio-visual technology for all participating Directors, or only for Directors who are unable to be present in person.

(d) A minute certified by the Chairperson of such a meeting will be conclusive evidence of the proceedings at that meeting and the observance of all necessary formalities.

21.5 Quorum

The quorum necessary for the transaction of business at a Board meeting is two Directors unless the Board determines a greater number. A quorum must be present for the entire meeting.

21.6 Chairperson

The Chairperson (or, in the Chairperson's absence, the Deputy Chairperson) will chair every meeting of the Board. If:

(a) there is no Chairperson or Deputy Chairperson;

(b) neither the Chairperson nor the Deputy Chairperson is present within 15 minutes after the time appointed for holding the meeting; or

(c) both the Chairperson and the Deputy Chairperson are unwilling to act as chair of the meeting,

the Directors present and entitled to vote will elect a Director to chair the meeting.

21.7 Decisions

A resolution of the Board must be passed by a majority of votes cast by Directors. If an equal number of votes is cast for and against a resolution:

(a) the Chairperson does not have a casting vote in addition to the Chairperson's vote as a Director; and

(b) the resolution is not passed.

21.8 Too few Directors

The Directors may continue to act even if there are vacancies on the Board. If the number of Directors is reduced below the minimum required under clause 15.1, the continuing Directors may act as a Board only:

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(a) to convene a general meeting of Members; or

(b) in emergencies.

21.9 Written resolutions passed by multiple Directors

(a) All the Directors entitled to vote on a resolution can pass that resolution without holding a Board meeting by signing a document containing a statement that they are in favour of the resolution set out in the document.

(b) Separate copies of the document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy.

(c) The signed document can be communicated to the other Directors by any physical or electronic means that show the signed document.

(d) The resolution is passed when the last Director signs.

21.10 Resolutions by email

All the Directors entitled to vote on a resolution can pass that resolution by agreeing to an email sent by a Director, or the Secretary, that contains the proposed resolution, by sending a reply email to that effect, including the text of the resolution in their reply.

21.11 Other electronic means

All the Directors entitled to vote on a resolution can agree to a resolution sent to them via any other electronic means agreed by the Board that meets the following criteria:

(a) all Directors entitled to vote on the resolution are able to view the text of the resolution;

(b) all Directors entitled to vote on the resolution are able to communicate their agreement to the resolution; and

(c) such agreement can be recorded as required under clause 23.1(c).

21.12 Signing written resolutions

For the purposes of clause 21.9, the Company may accept a copy of a signed document sent by facsimile or electronic means.

21.13 By-laws and valid proceedings

Each resolution passed or other thing done by or with the participation of a person acting as a Director or member of a committee is valid even if it is later discovered that:

(a) there was a defect in the appointment of the person; or

(b) the person was disqualified from continuing in office, voting on the resolution or doing that thing.

(c) By-laws –Subject to clause 21(d), the Board may make, repeal or amend by-laws relating to the membership, conduct and management of the Company.

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(d) Subject to clause 21(e), at the first AGM of the Company following the making, repeal or amendment of any by-law, or at a general meeting held within twelve months of the making, repeal or amendment of any by-law (whichever is earlier), the Members will resolve to formally approve or disallow any act undertaken by the Board pursuant to clause 21(c). Where the Members pass a resolution to repeal a by-law, that by-law will be taken to be repealed and cease to have effect as and from the date of that resolution of Members.

(e) A resolution or regulation passed by the Company pursuant to clause 22(d) does not invalidate any acts of the Board undertaken prior to passing of the relevant resolution of Members which would have been valid if that resolution or regulation had not been passed.

22 Secretary

22.1 Appointment

Subject to the Corporations Act, the Board must appoint a Secretary who may also be a Director. The appointment may be made for a specified period or without specifying a period and, in either case, the Board may remove the Secretary from office at any time.

22.2 Terms

The appointment of a Secretary will be on the terms that the Board determines.

22.3 Role of the Secretary

The role of the Secretary includes maintaining the Register and maintaining the minutes in accordance with clause 23.

22.4 Cessation of appointment

A person automatically ceases to be a Secretary if:

(a) the person is not permitted by the Corporations Act (or an order made under the Corporations Act) to be a Secretary;

(b) the person becomes bankrupt or enters into or becomes subject to any arrangement or composition with one or more of its creditors;

(c) the person becomes mentally incapable or a person whose estate or property is liable to be dealt with in any way under any law relating to mental health;

(d) the person resigns by notice in writing to the Company;

(e) the person is removed from office under clause 22.1;

(f) the person dies; or

(g) the term for which the person was appointed expires.

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23 Minutes

23.1 Board must keep minutes

The Board must cause minutes to be kept of:

(a) the proceedings and resolutions of meetings of Members and Directors;

(b) the names of Directors present at each meeting of Directors;

(c) any resolutions passed by Members or Directors without a meeting;

(d) any disclosures or notices of Directors' interests; and

(e) any other matters for which the Applicable Act requires minutes to be kept.

23.2 Minutes must be signed

Minutes must be signed in accordance with the Applicable Act. Minutes of a meeting must be signed within a reasonable time after the meeting by:

(a) the Chairperson or the chair of that meeting; or

(b) the Chairperson or the chair of the next meeting.

23.3 Minutes as evidence

A minute recorded and signed in accordance with the Applicable Act is evidence of the proceeding, resolution or declaration to which it relates, unless the contrary is proven.

23.4 Access to minutes

The Company must ensure that the minute books for meetings of Members and for resolutions passed by Members without meetings are open for inspection by Members in accordance with the Applicable Act.

24 Seal and execution of documents

24.1 Common seal

The Board may decide whether or not the Company has a common seal. The Board is responsible for the safe custody of a common seal and any duplicate seals.

24.2 Use of seals

A common seal or duplicate seal may only be used with the authority of the Board.

24.3 Executing documents

(a) If the Company has a common seal the Company can execute a document if the seal is affixed to the document and the fixing of the seal is witnessed by:

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(i) two Directors;

(ii) a Director and a Secretary.

(b) The Company can execute a document without using a common seal if the document is signed by:

(i) two Directors;

(ii) a Director and a Secretary; or

(iii) some other person or combination of persons appointed by the Board for that purpose.

24.4 Execution under the Corporations Act or other law

Neither this clause nor the adoption of a common seal is intended to limit the ways in which the Company may validly execute documents in accordance with the Corporations Act or any other applicable law.

25 Accounts

25.1 Obligations

In accordance with the Applicable Act, the Company must:

(a) keep written financial records that:

(i) correctly record and explain its transactions and financial position and performance; and

(ii) enable true and fair financial statements to be prepared and to be audited; and

(b) prepare any reports required.

25.2 Inspection

A Member who is not a Director does not have any right to inspect the Company's financial records except:

(a) as authorised by the Board on terms determined by the Board; or

(b) as required by the Applicable Act.

26 Audit

The Board must appoint an auditor if required to do so under the Applicable Act unless the Members at a general meeting have appointed an auditor or unless otherwise required or permitted.

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27 Notices

27.1 Method

A notice is properly given by the Company to a person if it is:

(a) in writing signed on behalf of the Company (by original or printed signature); and

(b) either:

  (i) delivered personally;

  (ii) sent by post to that person's registered address or an alternative address nominated by that person;

  (iii) transmitted by email to the email address nominated by that person; or

  (iv) sent electronically to an electronic address nominated by that person.

27.2 Receipt

A notice given in accordance with clause 27.1 is taken as having been given and received:

(a) if hand delivered, on delivery;

(b) if sent by post from and to a place within Australia either:

  (i) on the day on which the relevant postal service estimates delivery will occur; or

  (ii) on the first day of the period during which the relevant postal service estimates delivery will occur,

  based on the most recent estimate published by the relevant postal service as at the date on which the notice is sent;

(c) if transmitted by email or other electronic means, when the email (including any attachment) or other electronic means is transmitted,

but if the delivery or transmission is not on a Business Day or is after 5.00 pm on a Business Day, the notice is taken to be received at 9.00 am on the next Business Day.

27.3 Evidence of service

A certificate in writing signed by a Director or Secretary that a Notice was sent is conclusive evidence of service.

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28 Winding up and revocation of DGR endorsement

28.1 Distribution of Company's assets

On the first to occur of:

(a) the winding up or deregistration of the Company; or

(b) if the Company is endorsed as a deductible gift recipient under subdivision 30-BA of the Tax Act, revocation of the Company's endorsement as a deductible gift recipient; or

(c) if the Company is endorsed as an income tax exempt charity under subdivision 50-B of the Tax Act, revocation of the Company's endorsement as an income tax exempt charity,

all surplus assets of the Company, after satisfaction of all debts and liabilities of the Company, must be paid, distributed or transferred to:

(d) one or more Eligible Charities; or

(e) to the extent required or permitted by the Tax Act, funds, charitable at law, which comply with the requirements of item 2 of the table in section 30-15 of the Tax Act,

but if the Company is never endorsed as a deductible gift recipient under subdivision 30-BA of the Tax Act, paragraph (b) of the definition of Eligible Charity will not apply.

28.2 Conditions of distribution to Eligible Charities

Where gifts to an Eligible Charity are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B of the Tax Act are satisfied, a transfer under this clause 28 must be made in accordance with those conditions.

28.3 Identity of Eligible Charities

The identity of an Eligible Charity for the purposes of this clause 28 will be determined by the Board and (if applicable) approved by the Commissioner and, in default, will be determined by the Supreme Court of New South Wales.

29 Indemnity and insurance

29.1 Indemnity and insurance

Subject to and to the maximum extent permitted under the law, the Company:

(a) indemnifies each of its officers; and

(b) may enter into and pay premiums on a contract insuring any of its officers,

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against any liability incurred by an officer in that capacity, including any legal costs incurred in defending an action for such a liability.

29.2 Survival of indemnity

The indemnity in clause 29.1 will continue notwithstanding that an officer ceases to be an officer of the Company.

29.3 Indemnity and insurance subject to law

(a) The indemnity in clause 29.1 does not apply so as to indemnify an officer from any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act.

(b) The Company may not insure an officer against any liability for which the Company is prohibited from indemnifying the officer under the Corporations Act.

30 Code of Conduct

The code of conduct considers compliance with HEACC's constitution, by-laws, internal discipline and other relevant NSW legislations. HEACC members shall:

(a) Conduct professionally that upholds HEACC's reputation and that satisfies the tests of ethical conduct with integrity, trust, honesty, care and diligence.

(b) Treat all with respect and courtesy and do not discriminate or cause embarrassment to others.

(c) Board of Directors makes decisions after thorough deliberations while complying with its obligations to the community, its membership and also in compliance with HEACC's constitution, by-laws and relevant legislations.

(d) Adhere with the decisions of the Board of Directors and assist in their implementation.

(e) Take reasonable steps to avoid conflicts of interest and in situations suspected of a conflict, disclose the same to the Board of Directors for it to consider and make a decision If it pertains to a Board of Directors, that member should be left out of the deliberations of the rest of the committee members making a decision.

(f) Shall not make unfounded complaints with malicious, frivolous or vexatious intent against any member of HEACC or its associates.

(g) Shall not make racist, violent or hate-related messages or material or messages and materials of malicious, libelous or slanderous nature against an individual or particular group.

(h) While fully recognising the right to participate in any other activities care should be taken to ensure that they are not or likely to be taken as to represent the views of HEACC.

(i) Communications on behalf of HEACC with outside should be only if approved by the Board of Directors and those should be sending only by the authorised delegate of the Board of Directors.

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ANNEXURE 1
REPLACEABLE RULES FROM THE CORPORATIONS ACT 2001

Provisions that apply as replaceable rules	**Section No**	
Officers and Employees		
1	Voting and completion of transactions – directors of proprietary companies	194 If a director of a proprietary company has a material person interest in a matter that relates to the affairs of the company and: (a) under section 191 the director discloses the nature and extent of the interests and its relation to the affairs of the company at a meeting of the directors; or (b) the interest is one that does not need to be disclosed under section 191; then (c) the director may vote on matters that relate to the interest; an (d) any transaction that relate to the interest may proceed; and (e) the director may retain benefits under the transaction even though the director has the interest; and (f) the company cannot avoid the transaction merely because of the existence of the interest. If disclosure is required under section 191, paragraph (e) and (f) apply only if the disclosure is made before the transaction is entered into. Note: A Director may need to give notice to the other directors if the director has material personal interest in a matter relating to the affairs of the company (see s191)
2	Powers of directors	198A The business of the company is to be managed by or under the direction of the directors. The directors may exercise all the powers of the company except any powers that this Act or the company's constitution (if any) requires the company to exercise in a general meeting. For example, the directors may issue share borrow money and issue debentures.
3	Negotiable instruments	198B Any two directors of a company that has two or more directors, or the director of a proprietary company that has only one director, may sign, draw, accept, endorse or otherwise execute a negotiable instrument. The directors may determine that a negotiable instrument may be signed, drawn, accepted, endorsed or otherwise executed in a different way.
4	Managing director	198C The directors of a company may confer on a managing director any of the powers that the directors can exercise. The

		directors may revoke or vary a conferral of powers on the managing director.
5	Company may appoint a Director	201G A company may appoint a person as a director by resolution passed in general meeting
6	Directors may appoint other directors	201H The directors of a company may appoint a person as a director. A person can be appointed as a director in order to mak up a quorum for a directors' meeting even if the total number of directors of the company is not enough to make up that quorum. The company t must confirm the appointment by resolution within 2 months after the appointment by a proprietary company or at the next AGM for a public company.
7	Appointment of managing directors	201J The directors of a company may appoint 1 or more of themselves to the office of managing director of the company fo the period, and on the terms (including as to remuneration), as th directors see fit.
8	Alternate directors	201K With the other directors' approval, a director may appoint an alternate to exercise some or all of the director's powers for a specified period. The appointment and terms of appointment mu be notified to ASIC (refer to s205B)
9	Remuneration of directors	202A The directors of a company are to be paid the remuneratio that the company determines by resolution. The company may also pay the directors' travelling and other expenses that they incur in attending meetings and in conjunction with the company's business. (Refer also to Chapter 2E for public companies)
10	Director may resign by giving written notice to company	203A A director of a company may resign as a director of the company by giving a written notice of resignation to the compan at its registered office.
11	Removal by members - proprietary company	203C A proprietary company may by resolution remove a director from office and appoint another person as a director instead.
12	Termination of appointment of managing director	203F A person ceases to be managing director if they cease to b a director. The directors may revoke or vary an appointment of a managing director.

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13	Terms and conditions of office for secretaries	204F A secretary holds office on the terms and conditions (including the remuneration) that the directors determine

Inspection of books

14	Company or directors may allow member to inspect books	247D The directors of a company, or the company by a resolutio passed at a general meeting, may authorise a member to inspect the books of the company.

Directors' Meetings

15	Circulating resolutions of companies with more than 1 director	248A The directors of a company may pass a resolution without directors' meeting being held if all the directors entitled to vote on the resolution sign a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by directors if the wording of the resolution and statement is identical in each copy. The resolution is passed when the last director signs.
16	Calling directors' meetings	248C A directors' meeting may be called by a director giving reasonable notice individually to every other director. A director who has appointed an alternate director may ask for the notice to be sent to the alternate director
17	Chairing directors' meetings	248E The directors may elect a director to chair their meetings. The directors may determine the period for which the director is to be the chair. The directors must elect a director present to chai a meeting, or part of it, if: (a) a director has not already been elected to chair the meetings; and (b) a previously elected chair is not available or declines to act, for the meeting or the part of the meeting.
18	Quorum at directors' meetings	248F Unless the directors determine otherwise, the quorum for a directors' meeting is two directors and the quorum must be present at all times. For resolutions of single director proprietary companies without meetings see s248B. For special quorum rules for public companies, see s195.

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19	Passing of directors' resolutions	248G A resolution of the directors must be passed by a majority of the votes cast by directors entitled to vote on the resolution. The chair has the casting vote, if necessary, in addition to any vote they have in their capacity as a director.

Meetings of Members

20	Calling of meetings of members by a director	249C A director may call a meeting of the company's members
21	Notice to joint members	249J(2) Notice to joint members must be given to the joint member named first in the register of members.
22	When notice by post or fax is given	249J(4) A notice of meeting sent by post is taken to be given three days after it is posted. A notice of meeting sent by fax, or other electronic means, is taken to be given on the business day after it is sent.
23	Notice of adjourned meetings	249M When a meeting is adjourned, new notice of the resumed meeting must be given if the meeting is adjourned for one month or more
24	Quorum	249T The quorum for a meeting of the company's members is two members and the quorum must be present at all times during the meeting. For single member companies, see s249B.
25	Chairing meetings of members	249U The directors may elect an individual to chair meetings of the company's members
26	Business at adjourned meetings	249W(2) Only unfinished business is to be transacted at a meeting resumed after an adjournment.
27	Who can appoint a proxy? (proprietary co. only)	249X A member of a company who is entitled to attend and cast a vote at a meeting of the company's members may appoint a person as the member's proxy to attend and vote for the member at the meeting.

28	Proxy vote valid even if member dies, revokes appointment etc	250C(2) Unless the company has received written notice of the matter before the start or resumption of the meeting at which a proxy votes, a vote cast by the proxy will be valid even if, before the proxy votes: (a) the appointing member dies; or (b) the member is mentally incapacitated; or (c) the member revokes the proxy's appointment; or (d) the member revokes the authority under which the proxy wa appointed by a third party; or (e) the member transfers the shares in respect of which the proxy was given. A proxy's authority to vote is suspended while the member is present at the meeting (see s249Y(3)).
29	How many votes a member has	250E Subject to any rights or restrictions attached to any class o shares, at a meeting of members of a company with a share capital. (a) on a show of hands each member has one vote; and (b) on a poll each member has one vote for each share they hold
30	Jointly held shares	250F If a share is held jointly and more than one member votes i respect of that share, only the vote of the member whose name appears first in the register of members counts.
31	Objection to right to vote	250G A challenge to a right to vote at a meeting of a company's members may only be made at the meeting and must be determined by the chair, whose decision is final.
32	How voting is carried out	250J A resolution put to the vote at a meeting of a company's members must be decided on a show of hands unless a poll is demanded. Before a vote is taken the chair must inform the meeting whether any proxy votes have been received and how th proxy vote must be cast. On a show of hands, a declaration by the chair is conclusive evidence of the result provided that the declaration reflects the show of hands and the votes the proxies received. Neither the chair nor the minutes need to state the number or proportion of the votes recorded in favour or against.
33	When and how polls must be taken	250M A poll demanded on a matter other than the election of a chair or the question of an adjournment must be taken when and in the manner the chair directs. A poll on the election of a chair o on the question of an adjournment must be taken immediately.

33A	Pre-emption for existing shareholders on issue of shares in proprietary company	254D Before issuing shares of a particular class, the directors of the proprietary company must offer them to the existing holders of the shares of that class. As far as practicable, the number of shares offered to each shareholder must be in proportion to the number of shares of that class that they already hold. To make the offer, the directors must give the shareholders a statement setting out the terms of the offer including the number of shares offered and the period for which it will remain open. The directors may issue any shares not taken up under the offer as they see fit. The company may by resolution passed at a general meeting authorise the directors to make a particular issue of shares without complying with the requirement of offering them to existing shareholders section.
33B	Other provisions about paying dividends	254U The directors may determine that a dividend is payable an fix the amount, the time for payment, and the method of paymen The methods of payment may include the payment of cash, the issue of shares, the grant of options and the transfer of assets.
34	Dividend rights for shares in proprietary companies	254W(2) Subject to the terms on which shares in a proprietary company are on issue, the directors may pay dividends as they see fit.

Transfer of shares

35	Transmission of shares on death	1072A If a shareholder who does not own shares jointly dies, th company will recognise only the personal representative of the deceased shareholder as being entitled to the deceased shareholder's interest in the shares.
36	Transmission of shares on bankruptcy	1072B If a person entitled to shares because of the bankruptcy o a shareholder gives the directors the information they reasonabl require to establish the persons entitlement to be registered as holder of shares, the person may, by giving a written and signed notice to the company, elect to be registered as the holder of the shares; or by giving a completed transfer form to the company, transfer the shares to another person.
37	Transmissions of shares on mental incapacity	1072D If a person entitled to shares because of the mental incapacity of a shareholder gives the directors the information they reasonably require to establish the person's entitlement to b registered as the holder of the shares (a) the person may:

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		(i) by giving a written and signed notice to the company, elect to be registered as the holder of the shares; or (ii) by giving a completed transfer form to the company, transfer the shares to another person; and (b) the person is entitled, whether or not registered as the holder of the shares, to the same rights as the shareholder.
38	Registration of transfers	1072F A person transferring shares remains the holder of the shares until the transfer is registered and the name of the person to whom they are being transferred is entered in the register of members in respect of the shares.
39	Additional general discretion for directors of proprietary companies to refuse to register transfers	1072G The directors of a proprietary company may refuse to register a transfer of shares in the company for any reason.

HINDU EDUCATION AND CULTURAL CENTRE (HECC) LTD ★ ABN: 88 664 681 323

s 47F(1)

Schedule 1

Constitution ref: Clause 4: Number and classes of Membership

4.2(c)The Board shall list the classes of memberships and associated eligibility criteria and rights in Schedule 1 of this constitution.

(1) Founder members

(a) Each person who is a Founder member of Hindu Education and Cultural Centre (HEACC) has consented to become a member on registration of the Company under the Corporations Act, and their name must be entered on the Register.

(b) Contributed their ideas, time and seed monies to HEACC for the initiation of HECC and will remain members for life.

(c) Each Founder member shall contribute non-refundable payment of $5,000 towards the establishment cost and strategically important transactions before HEACC is able to generate required funds.

(d) Each Founder member, in addition to above, shall contribute a minimum of $5,000 to be held in trust as an interest free loan for a period of maximum twenty years and shall be converted into tax deductible donation if HEACC and/or any of its subsidiaries are approved to be a DGRE.

(e) The Founder members, by virtue of this capacity as founder members shall have the following rights, if not in contravention to Corporations Act or any other relevant Acts:

(f) A Founder member is eligible to transfer his/her membership in HEACC subject to approval of the Board of Directors (BOD) and paying a transfer fee as deemed fit by BOD.

(g) A Founder member can specify a nominee at the time of joining or at any later time and can also withdraw its nominee at any time, and can optionally specify a new nominee.

(h) When a Founder member abdicates, their founder membership, it is then passed on to their nominee, subject to approval of HEACC Board of Directors.

(i) If a Founder member abdicates or dies without having a valid nominee then the membership ceases.

(j) The nominated member shall continue to enjoy all rights and obligations, including voting rights, enjoyed by the founder member including nominating another person of good standing to replace him subject to sub-clauses (i) to (iv) above.

(k) The nominated member will be known as Founder Nominee Member.

(l) Founder members shall elect the first office bearers and the Board of Directors.

(m) Founder memberships is limited to 18 (eighteen).

(n) Each Founder member is entitled to 50 (Fifty)votes.

(2) Co-founder members

s 47F(1) (a) Each person who is a co-founding member of Hindu Education and Cultural

Centre has consented to become a Member and the same is approved by the Board of Directors of HEACC.

(b) Each Co-founder will remain members for life.

(c) Each Co-founder member shall contribute non-refundable payment of $3,000 (AUD three thousand) towards the Co-founder membership fee.

(d) Each Co-founder member, in addition to above, shall contribute a minimum of $47,000 (as of January 2024) to be held in trust as an interest free loan for a period of maximum twenty years and shall be converted into tax deductible donation if HEACC and/or any of its subsidiaries are approved to be a DGRE.

(e) The Co-founder members, by virtue of this capacity as Co-founder members shall have the following rights, if not in contravention to Corporations Act or any other relevant Acts:

(f) A Co-founder member is eligible to transfer his/her membership in HEACC subject to approval of the Board of Directors (BOD) and paying a transfer fee as deemed fit by BOD.

(g) A Co-founder member can specify a nominee at the time of joining or at any later time and can also withdraw its nominee at any time and can optionally specify a new nominee.

(h) When a Co-founder member abdicates, their Co-founder membership is passed on to their nominee subject to approval of HEACC Board of Directors.

(i) If a Co-founder member abdicates or dies without having a valid nominee then the membership ceases, unless a successor is nominated by such member's family/inheritors and approved by HEACC Board of Directors.

(j) The nominated member shall continue to enjoy all rights and obligations, including voting rights, enjoyed by the founder member including nominating another person of good standing to replace him.

(k) The nominated member will be known as Founder Nominee Member.

(l) Founder members shall elect the first office bearers and the Board of Directors.

(m) Co-founder memberships are limited to a maximum of 50 (fifty).

(n) Each Co-founder member is entitled to 10 (Ten) votes.

(3) Patron members

(a) Each person who is a Patron member of Hindu Education and Cultural Centre has consented to become a member and the same is approved by the Board of Directors of HEACC.

(b) Each Patron will remain members for life.

(c) Each Patron member shall contribute non-refundable payment of $2,000 (AUD two thousand) towards the Patron membership fee.

(d) Each Patron member, in addition to above, shall contribute a minimum of $23,000 to be held in trust as an interest free loan for a period of maximum twenty years and shall be converted into tax deductible donation if HEACC and/or any of its subsidiaries are approved to be a DGRE.

(e) The Patron members, by virtue of this capacity as Patron members shall have

HINDU EDUCATION AND CULTURAL CENTRE ABN: 88 664 661 323

s 47F(1)

the following rights, subject to not in contravention to Corporations Act or any other relevant Acts:

(f) A Patron member member is eligible to transfer his/her membership in HEACC subject to approval of the Board of Directors (BOD) and paying a transfer fee as deemed fit by BOD.

(g) A Patron member can specify a nominee at the time of joining or at any later time and can also withdraw its nominee at any time, and can optionally specify a new nominee.

(h) When a Patron member abdicates, their Patron membership is passed on to their nominee subject to approval of HEACC Board of Directors.

(i) If a Patron member abdicates or dies without having a valid nominee then the membership ceases, unless a successor is nominated by such member's family/inheritors and approved by HEACC Board of Directors.

(j) The nominated member shall continue to enjoy all rights and obligations, including voting rights, enjoyed by the Patron member including nominating another person of good standing to replace him.

(k) The nominated member will be known as Patron Nominee Member.

(l) Patron members shall be eligible to be elected to the Board of Directors.

(m) Patron memberships are limited to a maximum of 50 (Fifty).

(n) Each Patron member is entitled to 5 (Five)votes.

(4) Ambassador members

(a) Each person who is an Ambassador member of Hindu Education and Cultural Centre has consented to become a Member and the same is approved by the Board of Directors of HEACC.

(b) Each Ambassador will remain members for life.

(c) Each Ambassador member shall contribute non-refundable payment of $1,000 (AUD one thousand) towards the Ambassador membership fee.

(d) Each Ambassador member, in addition to above, shall contribute a minimum of $9,000 (nine thousand) to be held in trust as an interest free loan for a period of maximum twenty years and shall be converted into tax deductible donation if HEACC and/or any of its subsidiaries are approved to be a DGRE.

(e) The Ambassador members, by virtue of this capacity as Ambassador members shall have the following rights, subject to not in contravention to Corporations Act or any other relevant Acts:

(f) An Ambassador member is eligible to transfer his/her membership in HEACC subject to approval of the Board of Directors (BOD) and paying a transfer fee as deemed fit by BOD.

(g) An Ambassador member can specify a nominee at the time of joining or at any later time and can also withdraw its nominee at any time, and can optionally specify a new nominee.

(h) When an Ambassador member abdicates, their Ambassador membership is passed on to their nominee subject to approval of HEACC Board of Directors

HINDU EDUCATION AND CULTURAL CENTRE ABN: 58 664 ...

s 47F(1)

(i) If an Ambassador member abdicates or dies without having a valid nominee then the membership ceases, unless a successor is nominated by such member's family/inheritors and approved by HEACC Board of Directors.

(j) The nominated member shall continue to enjoy all rights and obligations, including voting rights, enjoyed by the Ambassador member including nominating another person of good standing to replace him.

(k) The nominated member will be known as Ambassador Nominee Member.

(l) Ambassador members shall be eligible to be elected to the Board of Directors.

(m) Ambassador memberships shall be limited when determined by the Board of Directors.

(n) Ambassador memberships are limited to a maximum of 75 (Seventy Five).

(o) Each Ambassador member is entitled to 2 (two)votes.

Contributors without voting rights

(1) Associates

(a) Each person who is an Associate of Hindu Education and Cultural Centre has consented to become a non-member associate and the same is approved by the Board of Directors of HEACC.

(b) Each Associate shall contribute non-refundable payment (AUD three thousand).

(c) Each Associate will retain the associate status for a period of three years and is eligible to renew for a further period of three years by paying $3,000 or revised contribution amount as determined by the Board of Directors of HEACC.

(d) An associate shall be eligible to apply for "Ambassador" membership by paying a total of $10,000 (the earlier payments as associate included) or revised contribution amount applicable to Ambassador category of membership as determined by the Board of Directors of HEACC.

(e) When such associate becomes "Ambassador" member, such member shall be entitled for all rights applicable to Ambassador member and as determined by the Board of Directors.

(2) Champions

(a) Each person who is a Champion of Hindu Education and Cultural Centre has consented to become a non-member champion and the same is approved by the Board of Directors of HEACC.

(b) Each Champion shall contribute non-refundable payment of $1,000 (AUD one thousand).

(c) Each Champion will retain the champion status for a period of one year and is eligible to renew for a further period of one year by paying $1,000 or revised contribution amount as determined by the Board of Directors of HEACC.

(d) A Champion shall be eligible to apply for "Associate" by paying a total of $3,000 (the earlier payments as champion included) or revised contribution applicable to Associate as determined by the Board of Directors of HEACC.

HINDU EDUCATION AND CULTURAL C... ABN: 88 664 681 323

s 47F(1)

(e) A champion shall be eligible to apply for "Ambassador" membership by paying a total of $10,000 (the earlier payments as champion included) or revised contribution applicable to Ambassador category of membership as determined by the Board of Directors of HEACC.

(f) When such champion becomes "Ambassador" member, such member shall be entitled for all rights applicable to Ambassador member and as determined by the Board of Directors.

s 47F(1)

Constitution ref: Clause 3: Powers of the Company

HEACC has the power:

(a) To co-ordinate, initiate and undertake efforts for the raising of funds for its objects including without limitation take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to HEACC.

(b) To enter into contract where HEACC owns or holds any property in such manner as is allowed by law having regard to the trust;

(c) To buy, sell and deal in all kinds of commodities and provisions, for or to the Members or persons visiting or using HEACC's premises in furtherance of the objects of HEACC;

(d) To fairly apply and collect membership fees and affiliation fees/charges from Members and other persons for use of HEACC's premises, property and assets and for entering or visiting HEACC's premises;

(e) To appoint honorary staff, paid administrators and professional advisers as may be appropriate;

(f) To appoint, employ, remove or suspend Staff and/or Contractors as may be necessary or convenient for the purposes of HEACC objects;

(g) To remunerate any person or body corporate for services rendered or to be rendered;

(h) To promote and hold either alone or together with any entity, association or organization meetings and displays, without limitation, take any action considered necessary to further the objects in the interests of HEACC;

(i) To make regulations and by-laws for the better carrying out of its objects and to equitably enforce such regulations and by-laws;

(j) To suspend, terminate, disqualify or otherwise cause to be dealt with any Member who has committed a breach of the Constitution of HEACC, or of any of its rules and by-laws or for any action considered to be unfair, unbecoming or contrary to the interests, ideals or objects of HEACC;

(k) To form subcommittees or organizational sections or groups to assist in the execution of its objects;

(l) To purchase, take on lease, or in exchange, hire and otherwise acquire any land, buildings, easements or property and any rights or privileges which may be requisite for the purpose of, or capable of being conveniently used in connection with, any of the objects of HEACC;

(m) To enter into any contractual arrangements with any government, authority or third parties that are incidental or conducive to the attainment of the objects and any rights, privileges and concessions which HEACC considers it is desirable to obtain, exercise, to carry out, and comply with any such arrangements, rights, privileges and concessions;

(n) To contribute to subsidies or otherwise assist and take part in the construction, improvement, maintenance, development, working, management, carrying out, alteration or control of them;

(o) To appoint either itself or subsidiary or third party to carry out the construction work of HEACC;

(p) To invest and deal with funds of HEACC in such manner as HEACC thinks fit;

s 47F(1)

(q) To lend and advance money or give credit to any person or body corporate, to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations in furtherance of the objects of HEACC;

(r) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as HEACC thinks fit and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by HEACC;

(s) To make, draw, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;

(t) To sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of HEACC in furtherance of the objects of HEACC;

(u) To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price of any kind of HEACC's property of whatever kind sold by HEACC or any money due to HEACC from purchasers and others;

(v) To take any gift of property whether subject to any special trust or not, to meet the objects of HEACC;

(w) To insure against all risks, liabilities and eventualities as may seem advisable and to apply the proceeds of any claim under any insurance in such manner and for such purpose or purposes as may be thought fit;

(x) To print and publish any articles, releases, newspapers, periodicals, books or leaflets that HEACC may think desirable for the promotion of its objects;

(y) To give or contribute towards distribution of gifts, prizes, medals, awards or trophies and make subscription/fees in furtherance of its objects and for patriotic, charitable or community purposes; and

(z) To do all such things as are incidental and conducive to the attainment of the objects and the exercise of the powers of HEACC.

END OF CONSTITUTION

s 47F(1)

Australian Government

Australian Charities and Not-for-profits Commission

THIS CERTIFIES THAT

HINDU EDUCATION AND CULTURAL CENTRE LTD

ABN: 88664681323

HAS BEEN REGISTERED BY THE

Australian Charities and Not-for-profits Commission

ON THE DATE OF

23/12/2022

CERTIFIED BY

Sue Woodward AM

Commissioner

Australian Charities and Not-for-profits Commission

Hindu Education & Cultural Centre Ltd

Conflict of Interest Policy

Effective Date: 13 September 2025
Last Updated: 5 May 2023

1. PURPOSE

This Conflict of Interest Policy sets out how the Hindu Education & Cultural Centre (HEACC) will identify, disclose, and manage conflicts of interest to protect the integrity of our organisation and its mission. HEACC is committed to the highest standards of ethical conduct, especially because we steward donations and public funds for the development of a school. The purpose of this policy is to ensure that decision-making at HEACC (both now in the project phase and later in the school's operations) is not influenced by personal interests, and that we comply with all legal and regulatory obligations regarding conflicts of interest.

2. SCOPE

This policy applies to all individuals in a position to influence HEACC's decisions or resources. This includes Board members, officers, and committee members of HEACC, as well as employees, contractors, and volunteers who have significant decision-making authority or financial oversight. In the context of the future school, this policy will also apply to school executive staff and any members of governance committees. Every person within this scope is expected to read, understand, and adhere to this policy's provisions.

3. DEFINITION – CONFLICT OF INTEREST

A conflict of interest arises when an individual's personal interests could improperly influence (or be perceived to influence) their decisions or actions in their role at HEACC. Personal interests may be financial or non-financial, and include interests of family members, close friends, or other organisations the individual is involved with. Conflicts of interest can be:

Actual	a real, current conflict between the person's duties to HEACC and their private interests. (Example: A Board member votes on a contract award to a company they own, which is an actual conflict between their fiduciary duty and personal financial benefit.)
Potential	a conflict that may arise in the future if circumstances change. (Example: An executive's spouse is considering applying for a job at the new school – if they do apply, the executive would have a conflict in the hiring process. This is a potential conflict that should be flagged in advance.)
Perceived	a situation that an outside observer might think is a conflict, even if no actual influence occurs. (Example: HEACC's treasurer is also on the board of a supplier we use; others might perceive that decisions could be biased, so the treasurer must be careful to avoid involvement in procurement votes.)

4. POLICY STATEMENTS

To ensure all HEACC affairs are conducted impartially and in the best interest of our mission, we will adhere to the following:

4.1. Disclosure of Interests:

All persons covered by this policy must disclose any actual, potential, or perceived conflict of interest as soon as they become aware of it. Disclosures should be made **in writing** to the Chair of the Board (or to the CEO/Principal once the school is operating, as appropriate) and recorded in the Conflict-of-Interest Register. In addition, at the start of every Board or committee meeting, the Chair will ask if any member has a new conflict to declare relating to any agenda item. Any such declarations will be noted in the meeting minutes.

4.2. Maintaining a Register:

HEACC will maintain a Conflict-of-Interest Register (to be overseen by the Company Secretary or another designated officer). The register will record all disclosed interests, including the name of the conflicted person, the nature of the interest, the date of disclosure, and the actions taken to manage the conflict. This register will be updated promptly whenever a new conflict is declared, and it will be reviewed at each Board meeting to ensure ongoing awareness of existing conflicts. A template Register of Interests (as recommended by the ACNC) will be used to capture this information consistently.

4.3. Managing Conflicts in Decision-Making:

When a conflict of interest is declared, the Board (or relevant committee) will assess its materiality and determine the appropriate management strategy. As a minimum, a conflicted person must not be involved in any final decision on the matter to which the conflict relates. In practice, this means the conflicted individual should:

- **Absent Themselves:** Leave the meeting room during discussions and until voting on the relevant matter is concluded (unless the Board specifically determines the conflict is immaterial, which must be consistent with any applicable law).
- **No Voting:** Not vote on any resolution relating to the conflicted matter. Even if the person possesses special knowledge, they may be invited to provide factual information before leaving, but they will not partake in the deliberation or decision.

The fact that the person left the room (or did not vote) due to a declared conflict will be recorded in the meeting minutes and in the Register of Interests.

4.4. Decision Outcomes and Alternatives:

The Board will strive to ensure that any decisions made where a conflict exists are demonstrably in the best interest of HEACC/the school. If a conflict involves a transaction (for example, hiring a vendor or entering a contract):

- The Board may opt to seek alternative options to avoid the conflict altogether (e.g. consider other suppliers).
- If proceeding with a related-party transaction, the Board will document why this option was chosen over alternatives and ensure the terms are equivalent to an arm's length deal. Independent advice (such as valuations or quotes) should be obtained to confirm that no undue benefit is conferred due to the insider relationship.
- In cases where all or a majority of Board members share a conflict (for instance, if the entire Board is involved with another organisation under discussion), the Board will consider appropriate measures such as delegating the decision to a subcommittee of independent persons, seeking guidance from the ACNC, or if required, obtaining approval from the members of the organisation in a general meeting. (This ensures that the Board can still make a valid decision in compliance with Governance Standard 5 even when broadly conflicted.)

4.5. Avoiding Serious Conflicts:

HEACC expects all board members and staff to arrange their personal and external affairs as much as possible to prevent conflicts of interest from arising. Where avoidance is not feasible, conflicts should be minimized or resolved promptly. If the Board deems a conflict of interest to be so significant that it impedes the person's ability to fulfill their duty (e.g. a conflict that is ongoing or cannot be mitigated by the usual measures), the Board may request additional actions. These actions can include reassigning certain responsibilities, or in extreme cases, asking the individual to consider stepping down from their position in HEACC. Such steps would only be taken in exceptional circumstances, but the priority is always to preserve the integrity of HEACC's decisions.

4.6. Compliance with Laws and Standards:

This policy operates alongside applicable laws and regulations. All Board members are reminded of their legal duties under the *Corporations Act 2001* and *ACNC Governance Standards* to act ethically, avoid conflicts, and serve the best interests of HEACC. In particular, HEACC will take reasonable steps to ensure that Responsible Persons (directors and officers) disclose all material personal interests as required by law and do not *dishonestly* gain benefit at the organisation's expense. Breaches of this policy may also indicate breaches of legal duties, which could attract civil or criminal penalties under the law.

4.7. Confidentiality:

When a conflict of interest is disclosed, it will often involve sensitive personal information. HEACC will handle such disclosures with appropriate confidentiality. Details of a conflict will typically be shared only with the Board, the CEO/Principal, and those necessary to implement conflict management actions (e.g. the Company Secretary maintaining the register). Conflicted individuals must not receive any confidential information on the matter from which they are recused, until it is no longer sensitive. All meeting minutes and records will be drafted to respect privacy while still providing transparency necessary for accountability.

4.8. Enforcement and Non-Compliance:

If the Board has reason to believe that any person subject to this policy has knowingly failed to declare a conflict of interest, or has otherwise breached this policy, it will investigate the situation. The individual may be given an opportunity to explain the alleged breach. If a breach is confirmed, the Board will determine the appropriate action. Consequences may include a formal warning, removal from a position of responsibility, termination of employment or volunteer duties, or other actions as deemed appropriate. The severity of any sanction will correspond to the seriousness of the breach. In the case of directors, a significant breach may result in a vote for removal from the Board in accordance with HEACC's constitution. We will also consider whether any self-reported breach needs to be disclosed to external bodies (for example, notifying ACNC or a funding body if required). The goal of enforcement is to uphold our commitments and deter misconduct – maintaining the trust of our stakeholders.

4.9. Review of Policy:

This Conflict of Interest Policy will be reviewed annually by the Board (or a delegated governance committee). The review will consider compliance over the past year, any difficulties in interpretation, changes in applicable law, and evolving best practices. The policy may be updated by Board resolution to improve its effectiveness. All persons subject to the policy will be informed of any changes. New Board members or staff must receive a copy of this policy upon joining HEACC, and acknowledge their understanding of it.

By order of the Board, this Conflict of Interest Policy is adopted on 13 September 2025.

THE HINDU EDUCATION AND CULTURAL CENTRE LIMITED		
SUMMARY FINANCIALS FOR PERIOD 22 DECEMBER 2022 TO 30 JUNE 2024		
RECEIPTS -REVENUE ONLY		
Membership fee	$	256,000.00
Contributions/donations	$	44,652.85
Bank Interest	$	428.41
Suspense acct	$	348.36
TOTAL RECEIPTS - REVENUE ONLY	**$**	**301,429.62**
PAYMENTS - REVENUE RELATED ONLY		
ASIC Regn exp	$	13,430.11
Collection transaction charges	$	3,301.76
Bank charges	$	5.00
Other payments (shirts, seals, banners)	$	1,592.25
Govt fee	$	1,250.00
AVS Business Ser vices Pty	$	1,797.00
HCA Membership fee	$	143.00
Property Insurance	$	4,719.22
Sri Vighnaharta Pty Ltd - Interest till 30 June 2024	$	46,818.42
Interest payable to Ekadanta Pty Ltd	$	5,583.50
AVTax invoice forf account software - 23-24 - Xerox	$	664.40
TOTAL PAYMENTS - REVENUE RELATED ONLY	**$**	**79,304.66**
Net receipts over payments	**$**	**222,124.96**
BALANCE SHEET		
ASSETS		
Land Purchase	$	4,512,426.90
Bank balance	$	32,003.06
TOTAL ASSETS	**$**	**4,544,429.96**
LIABILITIES		
Members' contributions/loans in Trust	$	1,554,006.10
Loan from Sri Vighnaharta Pty Ltd	$	1,500,000.00
Loan from Sri Ekadanta Pty Ltd	$	785,000.00
Individual Loans	$	427,051.00
Interest payable to Sri Ekadanta Pty Ltd	$	5,583.50
Net payable (contra) to Ekadanta Pty Ltd	$	50,000.00
AVTax invoice forf account software - 23-24 - Xerox - Accrued	$	664.40
TOTAL LIABILITIES	**$**	**4,322,305.00**
Assets over Liabilities	**$**	**222,124.96**
As per receipts over payments - Equity	**$**	**222,124.96**

Pages 217 - 220
exempt in full

Sections 47E(d), 47F
and 47G

s 22(1)
Senior Policy & Program Officer
Schools Upgrade Fund and EPP | School Funding Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

From: Religion and Ethics <religion.ethics@det.nsw.edu.au>
Sent: Friday, 29 August 2025 9:54 AM
To: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>; Religion and Ethics <religion.ethics@det.nsw.edu.au>
Cc: s 22(1)
Subject: RE: Meeting Request - Special Religious Education provider [SEC=OFFICIAL]

Hi s 22(1)

Thanks for reaching out.

Happy for you to give me a call on my number below or to set up a team's meeting when ever suits. I'm free now until 1pm, Monday is already pretty full, but I can do Tuesday any time after 10am at this point.

Regards,

s 47F(1)
Principal Project Manager – SRE & SEE
Multicultural Education
Department of Education

s 47F(1)

education.nsw.gov.au

I acknowledge the traditional custodians of the land and pay respects to Elders past and present.
I also acknowledge all the Aboriginal and Torres Strait Islander staff working with NSW Government at this time.

From: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Sent: Friday, 29 August 2025 9:20 AM
To: Religion and Ethics <religion.ethics@det.nsw.edu.au>
Cc: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>; s 22(1)
Subject: Meeting Request - Special Religious Education provider [SEC=OFFICIAL]

You don't often get email from schoolestablishmentfunding@education.gov.au. Learn why this is important

[External Email] This email was sent from outside the NSW Department of Education. Be cautious, particularly with links and attachments.

Hi team,

Our team looks after school approvals. We've had information shared with us regarding one of the Hindu Special Religious Education providers.

Hoping to be able to have a short meeting with you to discuss.

Kind regards,
s 22(1)

s 22(1)
Senior Policy & Program Officer
Schools Upgrade Fund and EPP | School Funding Branch

Funding and Data Collection Division
Australian Government Department of Education
s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

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From: s 22(1)
To: s 47F(1) ; Education - School Establishment Funding
Cc: s 47F(1)
Subject: RE: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]
Date: Thursday, 4 December 2025 10:08:36 PM
Attachments: image002.jpg
image003.jpg

Thank you for the update s 47F(1), and also for the request to vary the Hindu Education and Cultural Centre's (HEACC's) existing condition of approval relating to the engagement of a project manager – within 1-month post-approval. This condition was imposed under s73 of the *Australian Education Act 2013* (the Act).

As a delegate of the Minister for Education under s80 of the Act, I have decided to vary the approval of HEACC by varying the condition of approval relating to the engagement of a project manager by HEACC.

The effect of this variation is that the new date by which this condition must be met is **Friday 19 December 2025**.

In making this decision, I am satisfied that relevant requirements referred to in s73(1)(b) are, and will continue to be, satisfied in relation to the varied approval.

This correspondence constitutes the making and record of the variation decision.

Thanks,

s 22(1)
Director

School Funding Branch | Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | LinkedIn | Instagram | Facebook | X | Newsroom

A close up of a blue and orange background Description automatically generated

From: s 47F(1)
Sent: Thursday, 4 December 2025 4:28 PM
To: Education - School Establishment Funding
Cc: s 47F(1) s 22(1) ; s 47F(1)
s 47F(1)
Subject: Re: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

Dear s 47F

An update that we have received the formal endorsement of engaging the project

manager/s from s 47F(1). We will finalise the terms with them and formalise the contract soonest.
Please note that s 47F(1) had to leave for India and instead s 47F(1) would attend tomorrow's meeting.
Kind regards
s 47F(1)

From: s 47F(1)
Sent: Thursday, December 4, 2025 3:08 PM
To: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Cc: s 47F(1)

s 22(1)

Subject: Re: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

Dear s 22(1) thank you for your reminder and follow-up.
We have submitted our recommendation to AIS s 47F(1) yesterday. The process of selection took a while due to complexity and also the need of ensuring value for money criteria.
We believe that we will be able to execute the contract with the selected contractor/s shortly.
Kindly approve the extension. of time line.
Kind regards and best wishes
s 47F(1)

From: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Sent: Thursday, December 4, 2025 9:14 AM
To: s 47F(1)
Cc: s 47F(1)

s 22(1)

Subject: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

Hi s 47F(1),

Just checking in before our meeting tomorrow to confirm if HEACC has contracted a project manager yet?

- If no, can you please reply with a few lines to note why and provide an anticipated date in which HEACC expects to achieve this. Our team can take it from there to process an extension of the deadline.

Otherwise, looking forward to our catch-up tomorrow. s 22(1) will be away, so I will lead from the department's end.

Kind regards,

s 22(

s 22(1)
Senior Policy & Program Officer
Schools Upgrade Fund and EPP | School Funding Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

The Department of Education acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From:	s 22(1)
To:	s 47F(1) ducation - School Establishment Funding
Cc:	s 47F(1)
Subject:	RE: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]
Date:	Tuesday, 23 December 2025 12:04:19 PM
Attachments:	image001.jpg image002.jpg

Hi s 47F(1)

Apologies – I had forgotten to send this confirmation last Friday.

As discussed and as a follow-on to the below previous correspondence, the requirement for a project manager to be engaged by HEACC has been extended until **Friday 9 January 2026**.

We are looking forward to catching-up again in 2026.

Thanks,

s 22(1)

From: s 22(1)
Sent: Thursday, 4 December 2025 10:09 PM
To: s 47F(1) Education - School Establishment Funding
Cc: s 47F(1)
Subject: RE: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

Thank you for the update s 47F(1) , and also for the request to vary the Hindu Education and Cultural Centre's (HEACC's) existing condition of approval relating to the engagement of a project manager – within 1-month post-approval. This condition was imposed under s73 of the *Australian Education Act 2013* (the Act).

As a delegate of the Minister for Education under s80 of the Act, I have decided to vary the approval of HEACC by varying the condition of approval relating to the engagement of a project manager by HEACC.

The effect of this variation is that the new date by which this condition must be met is **Friday 19 December 2025**.

In making this decision, I am satisfied that relevant requirements referred to in s73(1)(b) are, and will continue to be, satisfied in relation to the varied approval.

This correspondence constitutes the making and record of the variation decision.

Thanks,

s 22(1)
Director

School Funding Branch | Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | LinkedIn | Instagram | Facebook | X | Newsroom

A close up of a blue and orange background Description automatically generated

The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

From: s 47F(1)

Sent: Thursday, 4 December 2025 4:28 PM
To: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Cc: s 47F(1) s 22(1)
s 22(1) >; s 47F(1)
Subject: Re: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear s 22(1)
An update that we have received the formal endorsement of engaging the project manager/s from s 47F(1). We will finalise the terms with them and formalise the contract soonest.
Please note that s 47F(1) had to leave for India and instead s 47F(1) would attend tomorrow's meeting.
Kind regards
s 47F(1)

From: s 47F(1)
Sent: Thursday, December 4, 2025 3:08 PM
To: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Cc: s 47F(1)
s 22(1)
s 22(1)
Subject: Re: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]
Dear s 22(1), thank you for your reminder and follow-up.
We have submitted our recommendation to AIS s 47F(1) yesterday. The process of selection took a while due to complexity and also the need nsuring value for money criteria.
We believe that we will be able to execute the contract with the selected contractor/s shortly.
Kindly approve the extension. of time line.
Kind regards and best wishes
s 47F(1)

From: Education - School Establishment Funding <SchoolEstablishmentFunding@education.gov.au>
Sent: Thursday, December 4, 2025 9:14 AM
To: s 47F(1)
Cc: s 47F(1)
s 22(1)
@education.gov.au>
Subject: Hindu School Election Commitment - Project Manager Appointment [SEC=OFFICIAL]

Hi s 47F(1),

Just checking in before our meeting tomorrow to confirm if HEACC has contracted a project manager yet?

- If no, can you please reply with a few lines to note why and provide an anticipated date in which HEACC expects to achieve this. Our team can take it from there to process an extension of the deadline.

Otherwise, looking forward to our catch-up tomorrow. s 22(1) will be away, so I will lead from the department's end.

Kind regards,

s 22(1)

s 22(1)
Senior Policy & Program Officer
Schools Upgrade Fund and EPP | School Funding Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

From: s 22(1)
To: s 22(1)
Cc: s 22(1)
Subject: RE: FOR DECISION - Hindu School Conditions of Funding [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]
Date: Thursday, 29 January 2026 10:55:00 AM
Attachments: image001.png
image002.jpg

~~OFFICIAL: Sensitive//Personal Privacy~~

Great – thanks s 22(1)

In that case, I'm happy to accept the proposed Institute of Community Directors Australia course as an equivalent course per condition 6 of HEACC's approval.

Appreciate you and the team going back to HEACC with advice on the candidate.

s 22(1)

~~OFFICIAL: Sensitive//Personal Privacy~~

From: s 22(1) @education.gov.au>
Sent: Wednesday, 28 January 2026 5:50 PM
To: s 22(1) @education.gov.au>
Cc: s 22(1) @education.gov.au>; s 22(1) @education.gov.au>; s 22(1) education.gov.au>; s 22(1) @education.gov.au>
Subject: RE: FOR DECISION - Hindu School Conditions of Funding [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

~~OFFICIAL: Sensitive//Personal Privacy~~

Hi s 22(1)

Yes, you can act as delegate. The Minister has delegated relevant powers under the Act (in 23-017.pdf) to SES employees in Schools Group (see s4(b)(ii)).

EL2s of a branch responsible for the administration of payments of financial assistance under the Act have been delegated power for s80 via the same instrument. However, s 22(1) had wanted to get you involved given this is the first notable request to vary a condition of funding.

Thanks,
s 22(1)

~~OFFICIAL: Sensitive//Personal Privacy~~

~~OFFICIAL: Sensitive//Personal Privacy~~

From: s 22(1) @education.gov.au>
Sent: Wednesday, 28 January 2026 3:18 PM
To: s 22(1) @education.gov.au>
Cc: s 22(1) @education.gov.au>; s 22(1) @education.gov.au>; s 22(1) @education.gov.au>; s 22(1) @education.gov.au>
Subject: RE: FOR DECISION - Hindu School Conditions of Funding [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

~~OFFICIAL: Sensitive//Personal Privacy~~

Thanks very much s 22(1) This all makes sense from my perspective.

I agree with both of these recommendations, but I just wonder who should be the delegate of the Minister for Education? Should it be s 22(1) given he was the delegate for the initial decision? Keen for advice to confirm I can act as the delegate.

~~OFFICIAL: Sensitive//Personal Privacy~~

From: s 22(1) @education.gov.au>
Sent: Wednesday, 28 January 2026 2:34 PM
To: s 22(1) @education.gov.au>
Cc: s 22(1) @education.gov.au>; s 22(1) @education.gov.au>; s 22(1) @education.gov.au>; s 22(1) @education.gov.au>
Subject: FOR DECISION - Hindu School Conditions of Funding [SEC=OFFICIAL:Sensitive, ACCESS=Personal-Privacy]

~~OFFICIAL: Sensitive//Personal Privacy~~

Hi s 22(1)

As discussed, please see below 2 decisions required for the Hindu School.

s 47F(1), s 47C(1)

1. **Governance Course**

The department has imposed the below condition of funding on HEACC for 4 stipulated organisational leaders to conduct a training course delivered by the Australian Institute of Company Directors (AICD) or an equivalent course approved by the Department.

- *Within 6 months of approval, the Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must have completed the Australian Institute of Company Directors Governance Foundations for Not for profit Directors, or an equivalent course approved by the Department.*

HEACC have identified an equivalent course delivered by the Institute of Community Directors (ICDA) and are seeking approval from the Department.

- In progress catch-ups, the Association of Independent Schools New South Wales (AISNSW) have supported the proposed course as an appropriate alternative.

Noting the condition of funding only requires the 4 stipulated organisational leaders to complete the course, HEACC have advised that as the ICDA course is for up to 30 individuals they will extend invites to the HEACC board and prospective board members of HEACC and the Sanatan School to also complete the course.

- For context, while HEACC has been approved as an approved authority under s74 of the Act, HEACC have noted that a sub-entity (The Sanatan School) may run the school. At a minor cost difference (around $3,000) the ICDA option presents an opportunity to upskill HEACC and The Sanatan School's governance capabilities and organizational maturity.

	Australian Institute of Company Directors (AICD)	Institute of Community Directors Australia (ICDA)
Length	• 3 sessions across 1 ½ days	• 3 sessions across 1 ½ days
Delivery	• In-person	• In-person • Online
Sessions	1. Duties and Responsibilities of the Not-for-Profit Director 2. Strategy and Risk for the Not-for-Profit Director 3. Finance for the Not-for-Profit Director	1. Boards, Governance and Leadership (6 hours) 2. Strategic Planning and Change Management (2 hours) 3. Grant Writing (2 hours)
Course Coverage	• Key duties and responsibilities of directors • Understanding governance structures • Differences and nuances of a director's role in the not-for-profit and for-profit sectors • The role of the board in developing strategy • Linkages between strategy and risk management, risk culture and effective leadership • Reviewing financial statements	• Key duties and responsibilities of board members • Fiduciary duties • Governance vs. management • Codes of Conduct • Conflicts of interest • Risk Management and insurance • The boards role in overseeing the CEO • Understanding and resolving conflict • Where to find the information and policies required to fulfill your

		role. • Strategic planning and change management • Finding grants • Writing project plans • Acquittals and appeals
Cost	• $1,400 for Members (per individual) • $1,900 for Non-Members (per individual)	• $12,300 for up to 30 individuals for the in-person option (or $10,455 before 31 January 2026) • $8,245 for up to 200 individuals for the online option

2. **Board Member**

The department has imposed the below condition of funding on HEACC.

- *Within 6 months of approval, HEACC must appoint an additional board member with school expertise for input on the establishment and operation of the school.*

On 15 December 2025, the department advised HEACC that the additional board member 'have extensive experience in teaching/school leadership/managing schools. With a focus on schools, and not other education institutions (e.g. universities).'

HEACC have proposed s 47F(1) to comply with this condition of funding and seek confirmation that s 47F meets the department's requirement.

s 47F(1)

Kind regards,

s 22(1)

s 22(1)
Senior Policy & Program Officer
Schools Upgrade Fund and EPP | School Funding Branch
Funding and Data Collection Division
Australian Government Department of Education
s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

and emerging.

Pages 235-240
exempt in full

Section 47F

Document 5

From: s 22(1)
To: s 47F(1)
Cc: s 47F(1) s 22(1) Education - School Establishment Funding
Subject: RE: Catch-up meeting 23/1/26 Friday [SEC=OFFICIAL]
Date: Thursday, 29 January 2026 3:25:53 PM
Attachments: image001.jpg

Hi s 47F(1)

Thank you for your patience on the two outstanding items listed below. Please see the department's response.

1. Condition 4 - *Within 6 months of approval, HEACC must appoint an additional board member with school expertise for input on the establishment and operation of the school.*

s 47F(1)

s 47F(1) The Department notes that the appointee of an additional board member to meet this requirement must have *extensive experience in teaching/ school leadership/ or managing schools.* s 47F(1)

s 47F(1)

In order to meet the requirements of Condition 4, we ask that HEACC consider other potential board members with demonstrated experience in school setting. This could be, but is not limited to: former school principals; head teachers; school business managers etc.

2. Condition 6 - *Within 6 months of approval, the Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must have completed the Australian Institute of Company Directors Governance Foundations for Not for profit Directors, or an equivalent course approved by the Department.*

The department has **approved** the proposed Institute of Community Directors Australia Governance course as an equivalent course in place of the Australian Institute of Company Directors Governance Foundations for Not for profit Directors

Kind regards,

s 22(1)

s 22(1)

Senior Policy & Program Officer

Schools Upgrade Fund and EPP | School Funding Branch
Funding and Data Collection Division
Australian Government Department of Education
Phone s 22(1)
Website | Twitter | LinkedIn | Facebook | Newsroom

The Department of Education acknowledges the traditional owners and custodians of country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past, present and emerging.

From: s 47F(1)
Sent: Friday, 23 January 2026 2:40 PM
To: s 22(1) @education.gov.au>; s 22(1) @education.gov.au>
Cc: s 47F(1)

Subject: Re: Catch-up meeting 23/1/26 Friday [SEC=OFFICIAL]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear s 22(1)

Now our meeting is one week away, may be a bit anxious with these two decisions required from you ie,

1. s 47F(1) endorsement to be a school/edu expert Director for HEACC; and
2. Approval of the Institute of Community Directors' course on Governance for HEACC Directors and Leads.

Re Grant approval condition 1, recruitment of school leader/principal - HEACC must engage with the Commonwealth Department of Education (the Department) on candidates prior to appointment, we are very close to finalising the PD and Selection Criteria. Pls let us know if you wish to cite it.

s 47F(1) has agreed to assist us in advertising it through their platform.

KInd regards

s 47F(1)

Pages 243-244 exempt in full

Section 47F

Irrelevant scheduling correspondence redacted under section 22

s 22(1)

From: s 22(1)
Sent: Wednesday, 4 February 2026 3:32 PM
To: s 47F(1)
Cc: s 47F(1) ; s 22(1) Education - School Establishment Funding
Subject: Conditions of Approval Extensions - Hindu School Election Commitment [SEC=OFFICIAL]
Attachments: Hindu School Election Commitment - Key Actions and Milestones - February 2026.docx

Hi s 47F(1) ,

Thank you for confirming the Hindu Education and Cultural Centre's (HEACC's) request to vary 2 existing conditions of approval relating to: the appointment of a School Leader within 3-months of approval (Condition 1); and the establishment of a community engagement strategy within 3-months of approval (Condition 3). These conditions were imposed under s73 of the *Australian Education Act 2013* (the Act).

As a delegate of the Minister for Education under s80 of the Act, I have decided to vary the approval of HEACC by varying these conditions of approval. The effect of this variation is that the new dates by which the conditions must be met are:

- **Condition 1 - Monday 4 May 2026**
- **Condition 3 - Wednesday 4 March 2026**

In making this decision, I am satisfied that relevant requirements referred to in s73(1)(b) are, and will continue to be, satisfied in relation to the varied approval.

This correspondence constitutes the making and record of the variation decision.

Additionally, the request to extend the completion date (stipulated in clause 63j) of the Capital Grants Program (CGP) Guidelines Schedule B) for the below milestone has been approved. The new completion date is: **4 May 2026.**

- *The approved authority must provide the BGA verified costings for the CGP approved project undertaken by a quantity surveyor, qualified architectural drawings and design of the approved project, and a detailed timeline for the construction of the approved project.*

For ease of reference, please see the attached file for updated deadlines for conditions of approval and CGP Guidelines Schedule B milestones.

Kind regards,

s 22(1)

s 22(1)
Assistant Secretary
School Funding Branch
Australian Government Department of Education
s 22(1)

present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

Conditions of Approval

#	Condition (Simplified Description)	Federal Department of Education Action/Input	Timing
1	HEACC appoint a School Leader with responsibility for the development of all aspects of the school's operations.	HEACC must engage with the Department on candidates prior to appointment.	4 May 2026 – Within 6-months of approval
2	HEACC must fully engage a consultant endorsed by AISNSW and engage with AISNSW to advise on and assist in preparing all NESA registration requirements.	N/A	4 February 2026 – Within 3-months of approval
3	HEACC must establish a community engagement strategy.	N/A	4 March 2026 – Within 4-months of approval
4	HEACC must appoint an additional board member with school expertise.	N/A	4 May 2026 – Within 6-months of approval
5	HEACC must engage the services of a business manager to administer and manage HEACC's finances, implement a conflict of interest policy, and oversee best practice financial management. HEACC must consult AISNSW on an appropriate service provider for this role.	N/A	4 May 2026 – Within 6-months of approval
6	HEACC Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must complete the Australian Institute of Company Directors – Governance Foundations for Not-for-profit Directors course.	The Department may approve an equivalent course.	4 May 2026 – Within 6-months of approval
7	HEACC must contract an independent expert to review the school's governance arrangements, curriculum implementation, and capacity to comply with the *Australian Education Act 2013* and *NSW Education Act (1990)*.	N/A	4 November 2026 – Within 12-months of approval
	Recommendations of the review must be implemented in accordance with an implementation plan endorsed by the contracted independent expert.	A copy of the completed review and recommendation implementation plan must be provided to the Department.	Within 1-month of review completion
8	HEACC must publish context on the background and origins of the school's name.	N/A	Prior to commencing the provision of school education
9	HEACC must ensure the school obtains NESA registration prior to commencing the provision of school education.	N/A	Prior to commencing the provision of school education
10	HEACC must fully document any loans entered into from the date of approval.	N/A	From 4 November 2025

Capital Grants Program Guidelines - Schedule B Key Actions and Milestones

Schedule 2 Clause	Key Action/Milestone	Federal Department of Education Action/Input	Timing
63 j)	HEACC must contract a project manager (approved by AISNSW BGA).	N/A	30 January 2026
63 j)	HEACC must provide AISNSW BGA verified costings for the project undertaken by a quantity surveyor, qualified architectural drawings and design of the project, and a detailed timeline for project delivery.	N/A	4 May 2026 – Within 6-months of arrangement commencing or such later date approved by the Department
64 i)	HEACC must enter into a legally binding contractual arrangement with successful contractors to proceed with the project and provide the Department and AISNSW BGA a copy of the contract.	A copy of the contract must be provided to the Department	Before 1 July 2026 or such later date approved by the Department
63 j)	HEACC must obtain all necessary approvals from the NSW Government and relevant local government authority to construct the approved project.	N/A	By 1 July 2026 or such later date approved by the Department
63 j)	HEACC must complete the approved project.	N/A	31 December 2026 or such later date approved by the Department
63 j)	The proposed governing body for the school constructed under the CGP approved project must obtain accreditation with NESA.	N/A	31 December 2026 or such later date approved by the Department
63 j)	The CGP approved project must commence operating as a K-2 primary school	N/A	28 February 2027 or such later date approved by the Department

s 22(1)

From: s 22(1)
Sent: Friday, 6 March 2026 9:38 AM
To: s 47F(1)
Cc: s 47F(1) ; s 22(1) Education - School Establishment Funding; s 47F(1)
Subject: Conditions of Approval Extensions - Hindu School Election Commitment [SEC=OFFICIAL]

Hi s 47F(1) ,

Thank you for confirming the Hindu Education and Cultural Centre's (HEACC's) request to vary 1 condition of approval relating to: the establishment of a community engagement strategy (Condition 3). These conditions were imposed under s73 of the *Australian Education Act 2013* (the Act).

As a delegate of the Minister for Education under s80 of the Act, I have decided to vary the approval of HEACC by varying these conditions of approval. The effect of this variation is that the new dates by which the conditions must be met are:

- **Condition 3 - Friday 13 March 2026**

In making this decision, I am satisfied that relevant requirements referred to in s73(1)(b) are, and will continue to be, satisfied in relation to the varied approval.

This correspondence constitutes the making and record of the variation decision.

Best,

s 22(1)

s 22(1)
Assistant Secretary
School Funding
Australian Government Department of Education
s 22(1)

The Department of Education acknowledges the Traditional Owners and Custodians of Country throughout Australia and their continuing connection to land, waters and community. We pay our respects to them and their cultures, and Elders past and present.

The artwork *Guwanyi wingara yirabana* is our story. It means 'learning journey' in Dharug/Darug language. Designed by Trevor Eastwood from Dalmarri with our people, the artwork was made by many hands in a powerful gesture showcasing reconciliation in action.

Document 8

s 22(1)

From: s 22(1)
Sent: Tuesday, 24 March 2026 5:53 PM
To: s 47F(1)
Cc: s 47F(1) ; s 22(1) Education - School Establishment Funding
Subject: Conditions of Approval Extensions - Hindu School Election Commitment [SEC=OFFICIAL]
Attachments: Hindu School Election Commitment - Key Actions and Milestones - March 2026.pdf

Categories: HEACC

Dear ,

Thank you for confirming the Hindu Education and Cultural Centre's (HEACC's) request to vary three conditions of approval relating to: the establishment of a community engagement strategy (Condition 3); the engagement of a business manager (Condition 5); and the completion of a Governance course for HEACC leadership (Condition 6). These conditions were imposed under s73 of the *Australian Education Act 2013* (the Act).

As a delegate of the Minister for Education under s80 of the Act, I have decided to vary the approval of HEACC by varying these conditions of approval. The effect of this variation is that the new dates by which the conditions must be met are:

- **Condition 3 – Friday 10 April 2026**
- **Condition 5 – Saturday 8 August 2026**
- **Condition 6 – Saturday 8 August 2026**

In making this decision, I am satisfied that relevant requirements referred to in s73(1)(b) are, and will continue to be, satisfied in relation to the varied approval.

This correspondence constitutes the making and record of the variation decision.

Kind regards,
s 22(1)

s 22(1)
A/g Assistant Secretary
School Funding Branch | Funding and Data Collection Division
Australian Government Department of Education
s 22(1)
www.education.gov.au

Please note, I do not work on Thursdays

Attachment 1 to Document 8

Conditions of Approval

#	Condition (Simplified Description)	Federal Department of Education Action/Input	Timing
1	HEACC appoint a School Leader with responsibility for the development of all aspects of the school's operations.	HEACC must engage with the Department on candidates prior to appointment.	4 May 2026 – Within 6-months of approval
2	HEACC must fully engage a consultant endorsed by AISNSW and engage with AISNSW to advise on and assist in preparing all NESA registration requirements.	N/A	4 February 2026 – Within 3-months of approval
3	HEACC must establish a community engagement strategy.	N/A	10 April 2026
4	HEACC must appoint an additional board member with school expertise.	N/A	4 May 2026 – Within 6-months of approval
5	HEACC must engage the services of a business manager to administer and manage HEACC's finances, implement a conflict of interest policy, and oversee best practice financial management. HEACC must consult AISNSW on an appropriate service provider for this role.	N/A	8 August 2026
6	HEACC Chair, Deputy Chair, Secretary and Public Officer of HEACC's Board of Directors must complete the Australian Institute of Company Directors – Governance Foundations for Not-for-profit Directors course.	The Department may approve an equivalent course.	8 August 2026
7	HEACC must contract an independent expert to review the school's governance arrangements, curriculum implementation, and capacity to comply with the *Australian Education Act 2013* and *NSW Education Act (1990)*.	N/A	4 November 2026 – Within 12-months of approval
	Recommendations of the review must be implemented in accordance with an implementation plan endorsed by the contracted independent expert.	A copy of the completed review and recommendation implementation plan must be provided to the Department.	Within 1-month of review completion
8	HEACC must publish context on the background and origins of the school's name.	N/A	Prior to commencing the provision of school education
9	HEACC must ensure the school obtains NESA registration prior to commencing the provision of school education.	N/A	Prior to commencing the provision
10	HEACC must fully document any loans entered into from the date of approval.	N/A	From 4 November 2025

Capital Grants Program Guidelines - Schedule B Key Actions and Milestones

Schedule 2 Clause	Key Action/Milestone	Federal Department of Education Action/Input	Timing
63 j)	HEACC must contract a project manager (approved by AISNSW BGA).	N/A	30 January 2026
63 j)	HEACC must provide AISNSW BGA verified costings for the project undertaken by a quantity surveyor, qualified architectural drawings and design of the project, and a detailed timeline for project delivery.	N/A	4 May 2026 – Within 6-months of arrangement commencing or such later date approved by the Department
64 i)	HEACC must enter into a legally binding contractual arrangement with successful contractors to proceed with the project and provide the Department and AISNSW BGA a copy of the contract.	A copy of the contract must be provided to the Department	Before 1 July 2026 or such later date approved by the Department
63 j)	HEACC must obtain all necessary approvals from the NSW Government and relevant local government authority to construct the approved project.	N/A	By 1 July 2026 or such later date approved by the Department
63 j)	HEACC must complete the approved project.	N/A	31 December 2026 or such later date approved by the Department
63 j)	The proposed governing body for the school constructed under the CGP approved project must obtain accreditation with NESA.	N/A	31 December 2026 or such later date approved by the Department
63 j)	The CGP approved project must commence operating as a K-2 primary school	N/A	28 February 2027 or such later date approved by the Department