

Freedom of Information Schedule

██████████ – BCC FINANCIAL STATEMENTS

DATE OF REQUEST: 2/8/2021 - FILE2021/3801

Record Number	Description	Record Date	Decision (Full release, Partial release, Non-release)	Reason for Partial release or Non-release
Rec 1 Page 1 - 23	ACT and Brindabella Christian Education Limited Deed of Grant	20150925	Partial release	Schedule 2, 2.2(a)(ii)
Rec 2 Page 24 - 45	ACT and Brindabella Christian Education Limited Deed of Grant	20200916	Partial release	Schedule 2, 2.2(a)(ii)
Rec 3 Page 46 - 71	2019 Brindabella Christian Education Limited Financial Statement	20201022	Partial release	Schedule 2, 2.2 (a) (ii)



ACT
Government

DEED OF GRANT

Dated

25/09/2015

Parties

AUSTRALIAN CAPITAL TERRITORY

**BRINDABELLA CHRISTIAN
EDUCATION LIMITED
ABN. 21 100 229 669
TRADING AS: BRINDABELLA
CHRISTIAN COLLEGE
ACT NON-GOVERNMENT SCHOOL
GRANTS 2015-2020**

Prepared by

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Version

Final

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Education and Training Directorate.

BRINDABELLA CHRISTIAN EDUCATION LIMITED
ABN. 21 100 229 669 TRADING AS: BRINDABELLA
CHRISTIAN COLLEGE of PO BOX 103 LYNEHAM ACT
2602 (**Recipient**).

BACKGROUND

The Territory has agreed to make the Grants for the purpose of the Grant Programs on the terms and conditions of this Deed and the Recipient agrees to accept any Grants on the terms and conditions of this Deed.

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

The following definitions apply in this Deed, unless the context otherwise requires.

Annual Grants Notice means a notice substantially in the form of **Annexure A** and issued by the Territory to the Recipient in accordance with **clause 3.1**.

Business Days means any day except Saturday, Sunday, public holiday or bank holiday in the Territory.

Commonwealth means the government of the Commonwealth of Australia.

Commonwealth Education Act means the *Australian Education Act 2013* (Cth).

Contact Officer for the Territory:

Registrar
Non-Government Schools
GPO Box 158
Canberra ACT 2601
Email: NonGovSchools@act.gov.au

for the Recipient:

Mrs Melanie Spencer
Executive Principal
Brindabella Christian College
PO BOX 103
LYNEHAM ACT 2602

- Deed** means this Deed and includes any schedules and annexures.
- Education Act** means the *Education Act 2004* (ACT).
- Grant** means the amount specified in, or calculated in accordance with, the Grant Statement for each respective Grant Program.
- Grant Material** means all reports, documents, information or other records created, written or otherwise brought into existence by the Recipient as part of, or for the purpose of administering the Grant Program, including for the purpose of **clauses 7 and 8** (whether in draft or final form), and stored by any means.
- Grant Period** means the period specified in the Grant Statement.
- Grant Program** means the activity or program described in the Grant Statement for the respective Grant.
- Grant Statement** means the conditions with respect to each Grant substantially in the form of **Annexure B**.
- GST** has the same meaning as it has in the GST Act.
- GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- Insolvency Event** means:
- (1) in respect of a natural person:
 - (a) any orders, agreements or arrangements are made in respect of the affairs of the person in accordance with the *Bankruptcy Act 1966* (Cth); or
 - (b) in the reasonable opinion of the Territory the person is likely to be declared bankrupt or lose control of the management of their financial affairs; or
 - (2) in respect of all other entities:

- (a) any of the events listed in sub-sections 459C(2)(a) to (f) of the *Corporations Act 2001* (Cth) occur in respect of the entity; or
- (b) any other event occurs which, in the reasonable opinion of the Territory is likely to result, or has resulted, in the:
 - (i) insolvency;
 - (ii) winding up; or
 - (iii) appointment of a controller (as that term is defined in the *Corporations Act 2001* (Cth)) in respect of part or all of the property,

of the entity.

For the purpose of subparagraph (2)(b), subsections 459C(2)(a) to (f) *Corporations Act 2001*(Cth) are to be read as if applying to all incorporated entities.

Invoice

means an invoice issued by the Territory, rather than the Recipient, that:

- (1) meets the requirements for a Territory Created Tax Invoice;
- (2) is otherwise a valid tax invoice for the purposes of the GST Act; and
- (3) clearly sets out the details of the Grant Program undertaken or to be undertaken and the amount that is due for payment, including the GST component payable.

Minister

means the Commonwealth minister having with the power to make determinations pursuant to the Commonwealth Education Act.

Recipient Information

means the kind of information that:

- (1) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Recipient which are by their nature confidential; or
- (2) is notified (whether in writing or not) by the Recipient to the Territory as being confidential;

but does not include information that:

- (3) is or becomes public knowledge other than by breach of this Deed;
- (4) has been independently developed or acquired by the Territory; or
- (5) has been notified by the Recipient to the Territory as not being confidential.

Special Conditions means any special conditions set out in the Grant Statement.

Territory when used:

- (1) in a geographical sense, the Australian Capital Territory; and
- (2) in any other sense, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth).

Territory Created Tax Invoice has the same meaning as “recipient created tax invoice” has in the GST Act.

1.2 General

In this Deed, unless a contrary intention is expressed:

- (1) references to “Recipient” include any employees, agents or subcontractors of the Recipient;
- (2) references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation;
- (3) words in the singular include the plural and vice versa;
- (4) headings are for convenience only and do not affect the construction or interpretation of this Deed;
- (5) an obligation imposed on more than one person binds them jointly and severally; and
- (6) the word “include” and any derivation is not to be construed as a word of limitation.

2. Term

This Deed commences on 1 July 2015 and expires on 30 June 2020 unless extended or terminated under the provisions of this Deed.

3. Annual Grants Notice

3.1 Offer of Grants

- (1) At any time during the Term, the Territory may send the Recipient:
 - (a) an Annual Grants Notice specifying the Grants offered to the Recipient for the corresponding Grant Programs commencing in the upcoming financial year; and
 - (b) a Grant Statement for each Grant Program listed in the Annual Grants Notice.
- (2) Any Annual Grants Notice sent to the Recipient pursuant to **clause 3.1** constitutes an offer from the Territory to the Recipient of the specified Grants on the terms and conditions contained in the respective Grant Statement and this Deed.

3.2 Acceptance of Grants

- (1) The Recipient may accept any Grant which is offered to the Recipient pursuant to **clause 3.1** by signing and returning to the Territory the respective Grant Statement within 14 days of the date of the Annual Grants Notice (**Grant Acceptance Period**).
- (2) In the event that a Grant is not accepted within the Grant Acceptance Period, the offer is deemed to have lapsed unless the Territory agrees in writing to extend the Grant Acceptance Period.
- (3) Upon acceptance of a Grant Statement pursuant to **clause 3.2(1)**, the Grant Statement forms a schedule to this Deed and is binding on the parties.

3.3 Inconsistencies

In the event of any inconsistency between this Deed, the Annual Grants Notice and the Grant Statement then, to the extent of any inconsistency, the Grant Statement will prevail and to the extent that the inconsistency is between this Deed and the Annual Grants Notice, this Deed will prevail.

4. Payment and Use of Grant

4.1 Payment of Grant

The Territory must pay the Recipient the Grant in accordance with the Grant Statement.

4.2 Overpayment by Territory

In the event that the amount paid to the Recipient pursuant to **clause 4.1** exceeds the amount the Territory was properly authorised to pay to the Recipient whether pursuant to the Commonwealth Education Act or otherwise:

- (1) upon written notice by the Territory, the Recipient must repay to the Territory the amount which has been overpaid by the Territory as specified in the notice and within the time specified in the notice; or
- (2) the Territory may, by written notice to the Recipient, deduct the amount which has been overpaid by the Territory from the amount of any other Grant payable by the Territory to the Recipient pursuant to this Deed.

4.3 Use of Grant

The Recipient must:

- (1) use the Grant only for the Grant Program and only within the Grant Period unless otherwise agreed with the Territory; and
- (2) undertake the Grant Program diligently and in accordance with the Grant Statement and this Deed.

5. Separate accounting for Grant

5.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

5.2 Bank account

If required pursuant to the Grant Statement, the Recipient will deposit and hold in a separate bank account the Grant, and must:

- (1) promptly notify the Territory of:
 - (a) the details of that account; and
 - (b) any change to that account,and
- (2) not cause or allow any funds other than the Grant to be deposited into that account.

6. Non-profit Organisation, GST and Territory Created Tax Invoices

6.1 Requirement that Recipient is Non-Profit Organisation

- (1) The Recipient agrees and acknowledges that it is registered as a Non-Profit Organisation and must maintain its registration as a Non-Profit Organisation for the Term.
- (2) For the purpose of this **clause 6.1**, 'Non-Profit Organisation' means an organisation required by law to apply its assets and income solely in furtherance of its objects, with no portion distributed directly or indirectly to its members except as bona fide compensation for services rendered or expenses incurred on its behalf .
- (3) The Recipient must, if requested by the Territory, provide to the Territory satisfactory evidence of its registration as a Non-Profit Organisation within 7 days of the request.

6.2 GST and Territory Created Tax Invoices

- (1) Each party acknowledges and agrees that:
 - (a) the Territory will issue Territory Created Tax Invoices in respect of the supply of each Grant Program; and
 - (b) the Recipient will not issue tax invoices in respect of the supply of the Grant Programs for the purposes of the GST Act.
- (2) Each party warrants that, as at the date of this Deed, it is registered for GST purposes and will maintain its GST registration for the Term.
- (3) The Recipient warrants that, as at the date of this Deed, it has ABN registration and will maintain its ABN registration for the Term.
- (4) The Recipient must, if requested by the Territory, provide to the Territory satisfactory evidence of its ABN registration and GST registration within 7 days of the request.
- (5) Each party must promptly notify the other if:
 - (a) its registration in respect of either or both the ABN and the GST, pursuant to the GST Act ceases; or
 - (b) it ceases to satisfy any of the requirements of rulings or determinations made by the Australian Taxation Office or the Commission of Taxation with respect to recipient created tax invoices.

- (6) The Territory will provide the Recipient with a Territory Created Tax Invoice within 28 days of the time in which the Grant is paid pursuant to **clause 4.1**.

7. Records

7.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;
- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant;
 - (b) other money received and spent on the Grant Program;
 - (c) the progress of the Grant Program; and
 - (d) any other records in respect of the Grant Program;that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Grant Program or the expiration or termination of this Deed, whichever occurs first.

7.2 Access

- (1) To audit the Recipient's compliance with this Deed, the Territory may, at reasonable times and on reasonable notice, enter the Recipient's premises and inspect the records kept by the Recipient and the progress of the Grant Program.
- (2) The Recipient must:
 - (a) give the Territory access to those facilities and such assistance as may reasonably be necessary to enable the Territory to conduct an audit under **clause 7.2(1)**; and
 - (b) permit the Territory, at its own cost, to take copies of any records which it reasonably considers relevant to its audit.

7.3 Territory's Auditor-General

Any of the Territory's rights under this **clause 7** may be exercised by the Territory's Auditor-General, her delegate or any relevantly qualified person engaged to perform any functions of the Auditor-General.

8. Reporting of progress and expenditure

8.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Grant Program and expenditure of the Grant in the manner and at the times required in the Grant Statement .

8.2 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Grant Program or the Recipient's ability to carry on or complete the Grant Program in accordance with this Deed.

9. Acknowledgement of Funding

9.1 Acknowledgement of Territory support

The Recipient must in relation to the Grant Program include an acknowledgement in the form set out in the Grant Statement in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising.

9.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 9.1**, promptly provide to the Territory:
 - (a) if required pursuant to the Grant Statement, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing; and
 - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Grant Program.

10. Intellectual Property Rights

10.1 Ownership of Grant Material

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

10.2 Licence to Territory

The Recipient grants to the Territory an irrevocable, non-exclusive, royalty-free licence to supply, reproduce, publish, perform, communicate and adapt the Grant Material.

11. Insurance and Indemnity

11.1 Recipient's insurance

The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified in the Grant Program, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's.

11.2 Indemnity

The Recipient indemnifies the Territory, its employees and agents against liability in respect of all claims, costs and expenses in relation to all loss, damage, injury or death to persons or property caused by the Recipient, its employees, agents or contractors in connection with the use of the Grant or the conduct of the Grant Program, except to the extent that the Territory caused the relevant loss, damage or injury.

12. Termination of Grant

12.1 Default

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is the subject of an Insolvency Event;
- (2) fails to undertake a Grant Program diligently and in a timely manner, having regard to any timeframes specified in this Deed; or
- (3) fails to comply with the conditions of registration or any other requirement pursuant to the Education Act;
- (4) fails to maintain its registration as a Non-Profit Organisation pursuant to **clause 6.1**; or
- (5) is in breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

12.2 Termination or reduction of funding for any reason

- (1) The Territory may, at any time by written notice to the Recipient, terminate this Deed, terminate a Grant Program or reduce the funding for a Grant Program for any reason.
- (2) The Recipient must:

- (a) in the event of termination of this Deed (whether pursuant to **clause 12.1** or this **clause 12.2**) or a Grant Program, comply with the notice and **clause 13.2**; or
- (b) in the event of a reduction in funding, continue to undertake the Grant Program in accordance with the revised funding levels unless otherwise agreed in writing with the Territory.

12.3 No prejudice

Nothing in this **clause 12** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

13. Reports and Refund of Grant

13.1 Reporting

- (1) The Recipient must provide to the Territory, if requested in writing, a copy of the most recent information or reports listed below within 10 Business Days:
 - (a) the *Financial Questionnaire for Non-Government Schools*;
 - (b) the *August Census of Non-Government Schools*;
 - (c) information provided for the *National Report on the Outcomes of Schooling*; and
 - (d) any report required pursuant to the Commonwealth Education Act.
- (2) The Recipient must promptly notify the Territory in writing of any material change to any report provided to the Territory pursuant to **clause 13.1(1)**.

13.2 Repayment of unacquitted funds

- (1) At the end of the Grant Period, or earlier termination of a Grant Program or this Deed, the Recipient must:
 - (a) unless otherwise required under this Deed, within 30 days, provide the Territory with:
 - (i) a signed and completed statement of acquittal substantially in the form of **Annexure C**;
 - (ii) an audited financial statement showing all expenditure of the Grant; and
 - (iii) any other information or report required pursuant to the Grant Statement, and

- (b) promptly repay any or all of the Grant that remains unacquitted.
- (2) For the avoidance of doubt, the Recipient may use the same statement of acquittal form for all Grants being reported in the same period, whether pursuant to **clause 13.2** or **clause 8.1**.

13.3 Meaning of unacquitted funds

For the purposes of **clause 13.2**, the Grant remains unacquitted if it:

- (1) is not spent and is not contractually committed to be spent;
- (2) has been spent in breach of **clause 6.1**; or
- (3) has otherwise been spent in breach of this Deed.

13.4 Repayment of Grant made on behalf of Commonwealth

- (1) This **clause 13.4** applies to Grants which are paid by the Territory to the Recipient from funding provided to the Territory by the Commonwealth pursuant to the Commonwealth Education Act.
- (2) If the Minister makes a determination under paragraph 110(1)(a) of the Commonwealth Education Act that the Territory must pay to the Commonwealth a specified amount and the Minister makes the determination as a result of:
 - i. non-compliance or a breach by the Recipient set out in section 108 of the Commonwealth Education Act; or
 - ii. a payment set out in subsection 109(1), (2) or (4) or paragraph 109(3)(a) of the Commonwealth Education Act that was paid to the Territory for the Recipient,

then the amount specified in the determination is a debt due by the Recipient to the Territory and the Recipient must promptly pay such debt to the Territory. For the avoidance of doubt, the debt may be recovered by the Territory (or another person on behalf of the Territory) in court.

- (3) Notwithstanding any other provision of this Deed, the Territory may assign any rights to a debt arising pursuant to **clause 13.4(2)** to the Commonwealth.

14. Non-disclosure of Recipient Information

Except as otherwise provided in this Deed, the Territory must not disclose Recipient Information to any person without the prior written consent of the Recipient except to the extent that the Recipient Information is:

- (1) required or authorised to be disclosed by law;

- (2) disclosed to the Territory's solicitors, auditors, insurers or advisers;
- (3) generally available to the public;
- (4) in the possession of the Territory without restriction in relation to disclosure before the date of receipt from the Recipient;
- (5) disclosed by the responsible Territory Minister in reporting to the Legislative Assembly or its committees; or
- (6) disclosed in an aggregate basis with information about other schools.

15. Dispute Resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.
- (2) Nothing in this **clause 15** will prejudice the rights of either party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

16. Variation

16.1 Variation to Grant Statement

The Grant Statement may only be varied by the written agreement of the parties prior to the expiration of the respective Grant Period.

16.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Term.

17. General

17.1 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

17.2 Conflict of interest

The Recipient warrants that as at the start of each Grant Period no conflict of interest exists or is likely to arise in the performance of the Grant Program and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory

immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

17.3 No employment, partnership or agency relationship

Nothing in this Deed constitutes the Recipient, or its employees, agents or subcontractors as employees, partners or agents of the Territory or creates any employment, partnership or agency for any purpose and the Recipient must not represent itself, and must ensure its employees, agents and subcontractors do not represent themselves, as being employees, partners or agents of the Territory.

17.4 Entire agreement

This Deed comprises the entire agreement between the parties in relation to the Grant and the Grant Programs and supersedes any prior representations, negotiations, writings, memoranda and agreements.

17.5 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

17.6 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

17.7 Compliance with laws and governing law

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Recipient must comply with the laws from time to time in force in the Territory in performing the Grant Program.

17.8 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two days after the date on which it was sent;
- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the

recipient's address; or

- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means,
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - (c) expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

17.9 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

17.10 Special Conditions

In the event of any inconsistency between any Special Condition and any other provision of this Deed then, to the extent of any inconsistency, the Special Condition will prevail.

17.11 Survival of clauses

Clauses 7, 8.1, 10.2, 11.2, 13.2, 13.4 and 14 will survive the expiration or earlier termination of this Deed.

SIGNED AS A DEED ON ²⁵ 16 SEPTEMBER 2015

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:)

Signature of Territory delegate

Signature of witness

MARK WHYBROW
Print name

DEBRA NARAYAN
Print name

SIGNED for and on behalf of)
BRINDABELLA CHRISTIAN)
EDUCATION LIMITED)
ABN. 21 100 229 669)
TRADING AS: BRINDABELLA)
CHRISTIAN COLLEGE in the presence)
of:

*DELETE whichever is not applicable (see note below)

GREG ZWADJENBERG
Print name and position DIRECTOR

Signature of director (secretary) witness*
*DELETE whichever is not applicable (see note below)

Signature of second authorised officer*
*only use if Incorporated Association (see note below)

Print name

Print name and position



Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.

Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.

Individual: Must be signed by the individual Recipient and witnessed.

Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.

ANNEXURE A

ANNUAL GRANTS NOTICE

DATE: _____

RECIPIENT: _____

CONTACT OFFICER: _____

ADDRESS: _____

FAX NO: _____

The Territory hereby offers the Recipient the following Grants for the corresponding Grant Programs on the terms and conditions set out in the respective Grant Statement **attached** and the Deed of Grant between the Territory and the Recipient School dated _____ 2015.

Grant Program	Grant (Including GST)	Grant Period

ANNEXURE B

GRANT STATEMENT

PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Education and Training Directorate.

BRINDABELLA CHRISTIAN EDUCATION LIMITED
ABN. 21 100 229 669
TRADING AS: BRINDABELLA CHRISTIAN COLLEGE of
PO BOX 103 LYNEHAM ACT 2602 (**Recipient**).

- A. The terms of the Deed of Grant dated [INSERT DATE] between the Territory and the Recipient (**Deed of Grant**) apply to this Grant Statement.
- B. Any reference to a clause in this Grant Statement is a reference to the corresponding clause in the Deed of Grant.
- C. Capitalised items in this Grant Statement have the meaning given in the Deed of Grant.

Grant

See clauses 4.1 and 6

(1) Grant: \$xxx (GST Inclusive)

(2) The Grant is payable by instalments as follows:

Grant Program	Amount	Payment Date
Schooling Resource Standard	xxxx	xxxxxx

(3) The Grant is inclusive of GST and all other taxes, duties and charges.

Grant Period

See clause 4.3

The period commencing on [insert] and ending on [insert].
[Note that Grant Period must not extend beyond the term of this Deed.]

Grant Program

See clause 4.3

The Schooling Resource Standard grant is paid to support the operating costs of school education.

Progress Reports

See clause 8.1

Within 90 days of the end of each calendar year during the Grant Period, but excluding the calendar year in which the final report is due pursuant to clause 13.2, the Recipient must provide to the Territory:

- (1) a signed and completed statement of acquittal substantially in the form of **Annexure C**; and
- (2) an audited financial statement showing all expenditure to date of the Grant.

Additional reporting

Not required

Other insurance requirements

See clause 11.1

- (1) Public Liability Insurance with coverage in the amount of not less than \$20 million in respect of each occurrence.
- (2) Other Insurance:

Professional indemnity insurance coverage in the amount of not less than \$XX million in respect of each claim and in the annual aggregate.

Form of Acknowledgement

See clause 9.1

‘with assistance from the ACT Government under the ACT Government Non-Government School Grants’ unless otherwise agreed in writing with the Territory

Separate Account

See clause 5.2

A separate account for the Grant is not required.

Provision of Drafts

See clause 9.2

For the purposes of **clause 9.2** drafts are not required to be provided unless the Territory notifies the Recipient otherwise”

Special Conditions

Not used.

ACCEPTANCE BY RECIPIENT

Recipient ABN:

Account details for payment of Grant:

BSB:

Account Name:

Account number:

By signing and returning this Grant Statement, the Recipient agrees to accept the Grant on the terms and conditions set out in this Grant Statement and the Deed of Grant.

Upon acceptance, this Grant Statement will form a schedule to the Deed of Grant.

EXECUTED AS A DEED ON:

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY)
in the presence of:) Signature of Territory delegate

.....
Signature of witness

.....
Print name

.....
Print name

SIGNED for and on behalf of)
BRINDABELLA CHRISTIAN)
EDUCATION LIMITED) Signature of authorised delegate
ABN. 21 100 229 669
TRADING AS: BRINDABELLA
CHRISTIAN COLLEGE in the presence)
of:
Print name and position

.....
Signature of witness

.....
Print name

Note:

Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange.

ANNEXURE C
STATEMENT OF ACQUITTAL
NON-GOVERNMENT SCHOOLS

STATEMENT OF ACQUITTAL OF GRANTS

FOR THE PERIOD ENDING _____ (Acquittal Date)

Name of Recipient:.....

This statement of acquittal is provided by the Recipient pursuant to the Deed of Grant between the Territory and the Recipient dated on with respect to the following Grants.

Grant Program	Grant (incl. GST)	Amount of Grant expended at Acquittal Date	Grant Period End Date
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	

The Recipient warrants that:

- (1) the attached audited financial statement is a true record of all Grant expenditure up to and including the Acquittal Date; and
- (2) the above Grants have been expended in accordance with the Deed of Grant.

Signed for and on behalf of the Recipient by:

Signature: Position:

Name: Date:



ACT
Government

DEED OF GRANT

Dated

16 September 2020

Parties

AUSTRALIAN CAPITAL TERRITORY

**BRINDABELLA CHRISTIAN EDUCATION
LIMITED**

ABN. 21 100 229 669

**TRADING AS: BRINDABELLA CHRISTIAN
COLLEGE**

**ACT NON-GOVERNMENT SCHOOL GRANTS
2020-2025**

Prepared by

ACT Government Solicitor
Level 6, 12 Moore Street
Canberra ACT 2601
Ph: (02) 6205 5306
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Ref: 637737

Version

Final

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PARTIES: **AUSTRALIAN CAPITAL TERRITORY**, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (**Territory**) represented by the Education Directorate.

BRINDABELLA CHRISTIAN EDUCATION LIMITED
ABN. 21 100 229 669
TRADING AS: BRINDABELLA CHRISTIAN COLLEGE of PO
BOX 5103 LYNEHAM ACT 2602 (**Recipient**).

BACKGROUND

- A. The Recipient is the proprietor of the School.
- B. The Territory has agreed to make, and the Recipient agrees to accept, the Grants for the School on the terms and conditions of this Deed.
-

IT IS AGREED by the parties as follows.

1. Interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires:

Associates means, in relation to a party, any officer, agent, adviser, consultant, contractor or employee of that party.

Authority means any government or any governmental, semi-governmental or local government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

Business Day means a day in the Territory that is not:

- (1) a Saturday or Sunday;
- (2) a public holiday for the Australian Capital Territory pursuant to the *Holidays Act 1958* (ACT); or
- (3) the 27th, 28th, 29th, 30th or 31st of December.

Change in Control means, in relation to any entity (other than a natural person), where at any time, any person or entity, alone or together with any Associate or Associates, ceases to or commences to, directly or indirectly have Control of that entity.

For the purposes of this definition:

- (1) 'entity' has the meaning given in section 64A of the Corporations Act; and

- (2) 'Associate' or 'Associates' has the meaning given in the Corporations Act and includes a person deemed to be an associate of a designated body (within the meaning of section 12 of the Corporations Act).

Claim means any claim, action, demand, suit or proceeding (including by way of contribution or indemnity) made:

- (1) under or in connection with this Deed; or
- (2) at Law or for specific performance, restitution, payment of money (including damages) or any other form of relief.

Commonwealth means the Commonwealth of Australia.

Commonwealth Education Act means the *Australian Education Act 2013* (Cth).

Control means:

- (1) control of, or having the capacity to control the composition of the board or partnership committee, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (2) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting, meeting of unitholders in a trust, meeting of partners in a partnership or similar; or
- (3) having a relevant interest (as defined in section 608 of the Corporations Act but as if a reference in that section to "securities" were a reference to Securities as defined in this Deed) in more than 20% of the Securities,

of an entity (whether alone or together with any Associates).

For the purposes of this definition:

- (1) 'entity' has the meaning given in section 64A of the Corporations Act; and
- (2) 'Associate' or 'Associates' has the meaning given in the Corporations Act and includes a person deemed to be an associate of a designated body (within the meaning of section 12 of the Corporations Act).

Confidential Information means any document or information produced pursuant to this Deed and the kind of information that:

- (1) is by its nature confidential or by the circumstances in which it is disclosed, confidential;
- (2) is notified (whether in writing or not) by one party to the other as being confidential; or
- (3) is personal information as defined in the *Information Privacy Act 2014* (ACT),

but does not include information that:

- (4) is or becomes public knowledge other than by breach of this Deed;
- (5) has been independently developed or acquired by the disclosing party not in connection with this Deed; or
- (6) has been notified by one party to the other as not being confidential.

Contact Officer

for the Territory:

Registrar
 Non-Government Schools
 GPO Box 158
 Canberra ACT 2601
 Email: NonGovSchools@act.gov.au

for the Recipient:

Ms Suzanne Power
 A/g Principal
 BRINDABELLA CHRISTIAN COLLEGE
 PO BOX 5103
 LYNEHAM ACT 2602

Corporations Act

means the *Corporations Act 2001* (Cth).

Deed

means this Deed and includes any schedules and annexures to it.

Education Act

means the *Education Act 2004* (ACT).

Government Party

means all and any of the Territory, and any Authority of the Territory.

Grant

means each amount payable under this Deed by the Territory for a Grant Program specified in a Grant Statement and includes any interest accruing on that amount after it has been paid by the Territory to the Recipient.

Grant Conditions

means a condition, standard or guideline specified in a Grant Statement and which the Recipient is required to comply with in respect of that Grant or Grant Program.

Grant Material	means all Material created, written or otherwise brought into existence by the Recipient or any of its Associates as part of, or for the purpose of administering each Grant Program, including for the purpose of clauses 8 and 9 .
Grant Period	means, for each Grant, the period specified as the grant period in the respective Grant Statement.
Grant Program	means, for each Grant, the activity or program described as the grant program in the relevant Grant Statement.
Grant Statement	means a statement substantially in the form of Annexure A , completed in respect of the Grant or Grants provided to the Recipient each year during the Term and subsequently executed by the parties and attached to this Deed as a schedule.
GST	has the same meaning as it has in the GST Act.
GST Act	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
GST Law	has the meaning given in the GST Act.
Insolvency Event	means the occurrence of any of the following events in relation to the Recipient: <ol style="list-style-type: none"> (1) a liquidator, provisional liquidator, administrator, trustee in bankruptcy, receiver or receiver and manager or similar officer is appointed in respect of the Recipient or any asset of the Recipient; (2) a distress, attachment or other execution is levied or enforced upon or against any assets of the Recipient and in the case of a writ of execution or other order or process requiring payment, it is not withdrawn or dismissed within 10 Business Days; (3) an order is made for the administration, dissolution or winding up of the Recipient, or a resolution is passed for the administration or winding up of the Recipient other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory; (4) the Recipient ceases, or threatens to cease, to carry on its business or payment of its debts generally, other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory; (5) the Recipient enters, or resolves to enter into any scheme of arrangement or composition with its creditors generally, or any class of its creditors,

other than for the purposes of a solvent reconstruction or amalgamation on terms approved by the Territory;

(6) an inspector is appointed under any companies legislation to investigate all or any part of the affairs of the Recipient in relation to a possible contravention by the Recipient of that legislation and the appointment:

(a) is not withdrawn within 10 Business Days; and

(b) in the reasonable opinion of the Territory, may have a material adverse effect;

(7) the Recipient is, in the reasonable opinion of the Territory, unable to pay its debts when they fall due, or is deemed unable to pay its debts under any applicable Law; or

(8) where the Recipient is a registered corporation under the Corporations Act, a step is taken under section 601AA, 601AB or 601AC of the Corporations Act to cancel its registration.

Law

means:

(1) those principles of common law and equity established by decisions of courts; and

(2) all legislation, statutes, rules, regulations, by-laws, ordinances and subordinate legislation of the Commonwealth or the Territory.

Liability

means any debt, obligation, claim, action, cost, (including legal costs, deductibles or increased premiums) expense, loss (whether direct or indirect), damage, compensation, charge or liability of any kind (including fines or penalties), whether it is:

(1) actual, prospective or contingent; or

(2) currently ascertainable or not,

and whether under or arising out of or in any way in connection with this Deed or arising at Law.

Material

means tangible and intangible information, documents (including any document within the meaning of the *Evidence Act 2011* (ACT)), reports, software (including source and object code), inventions, discoveries, designs, innovations, technology, processes, methods, techniques, know-how, data and other materials in any media whatsoever.

Minister	means the Commonwealth Minister having the power to make determinations pursuant to the Commonwealth Education Act.
Recipient Created Tax Invoice	has the same meaning as "recipient created tax invoice" has in the GST Act.
School	means the school registered under the Education Act and for which the Recipient is the proprietor under the Education Act.
Securities	means shares, units, interests in a partnership, and any other interests which would constitute "securities" as defined under the Corporations Act.
Territory	when used: <ul style="list-style-type: none"> (1) in a geographical sense, the Australian Capital Territory; and (2) in any other sense, the body politic established by section 7 of the <i>Australian Capital Territory (Self-Government) Act 1988</i> (Cth).
Total Grant	means the sum of all Grants paid by the Territory to the Recipient during the Term.

1.2 General

In this Deed, headings are for convenience only and do not affect interpretation, and unless the context otherwise requires:

- (1) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any determinations, notifiable instruments or other subordinate legislation issued under that legislation or legislative provision;
- (2) the singular includes the plural and vice versa;
- (3) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (4) a reference to any gender includes all genders;
- (5) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Deed;
- (6) a recital, schedule, annexure or description of the parties forms part of this Deed;
- (7) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
- (8) a reference to any party to this Deed, or any other document or arrangement,

includes that party's executors, administrators, substitutes, successors and permitted assigns;

- (9) where an expression is defined anywhere in this Deed it has the same meaning throughout;
- (10) a reference to "dollars" or "\$" is to an amount in Australian currency;
- (11) the word "include" and its derivations are not to be construed as words of limitation; and
- (12) the expression this Deed includes the agreement, arrangement, understanding or transaction recorded in this Deed.

2. Term

This Deed commences on 1 July 2020 and, unless extended or terminated under the provisions of this Deed, expires on 30 June 2025.

3. Annual Grants Statement

- (1) At any time during the Term, the Territory may issue the Recipient a Grant Statement which specifies the Grant/s offered to the Recipient for the corresponding Grant Program/s commencing in the upcoming financial year.
- (2) Within 10 Business Days of the date each Grant Statement is received by the Recipient, the Recipient must:
 - (a) execute and return the Grant Statement to the Territory; or
 - (b) where it does not wish to proceed with the Grants set out in the Grant Statement, notify the Territory in writing.
- (3) Once agreed and executed by the parties, each Grant Statement forms part of this Deed and is binding on the parties.
- (4) The payment and use by the Recipient of each Grant will be subject to the terms and conditions of this Deed and the relevant Grant Statement including any Grant Conditions.
- (5) In the event of any inconsistency between this Deed and a Grant Statement, then to the extent of the inconsistency, the Grant Statement will prevail.

4. Payment and Use of Grant

4.1 Payment of Grant

The Territory must pay the Recipient the Grant in accordance with the Grant Statement.

4.2 Overpayment by Territory

In the event that the amount paid to the Recipient pursuant to **clause 4.1** exceeds the amount the Territory was properly authorised to pay to the Recipient whether pursuant to the Commonwealth Education Act or otherwise:

- (1) upon written notice by the Territory, the Recipient must repay to the Territory the amount which has been overpaid by the Territory as specified in the notice and within the time specified in the notice; or
- (2) the Territory may, by written notice to the Recipient, deduct the amount which has been overpaid by the Territory from the amount of any other Grant payable by the Territory to the Recipient pursuant to this Deed.

4.3 Use of Grant

The Recipient must, and must ensure that the School:

- (1) uses the Grant only for the purpose of the relevant Grant Program and only within the Grant Period unless otherwise agreed with the Territory;
- (2) complies with any Grant Conditions relevant to the Grant; and
- (3) undertakes each Grant Program diligently and in accordance with the Grant Statement and this Deed.

5. Separate accounting for Grant

5.1 Separately account for Grant

The Recipient must, within its accounting system, account for the Grant separately from any other funds of the Recipient.

5.2 Bank account

- (1) If required pursuant to the Grant Statement, the Recipient will deposit and hold the Grant in a separate bank account to any other funds held by the Recipient (**Grant Account**).
- (2) The Recipient must promptly notify the Territory of the details of the Grant Account and any change to the Grant Account.
- (3) The Recipient must not cause or allow any funds other than the Grant to be deposited into the Grant Account.

6. Recipient to satisfy requirements of Education Act and Commonwealth Education Act

- (1) The Recipient must:
 - (a) at all times satisfy or otherwise comply with:
 - (i) all criteria or conditions relevant to the registration of the School pursuant to the Education Act; and
 - (ii) all approvals or conditions which are relevant to its eligibility to receive financial assistance pursuant to the Commonwealth Education Act, and
 - (b) ensure that the School at all times satisfies or otherwise complies with:

- (i) all criteria or conditions relevant to its registration as a non-government school pursuant to the Education Act; and
 - (ii) all approvals or conditions relevant to its eligibility to receive financial assistance pursuant to the Commonwealth Education Act,

(collectively, the ‘**Legislative Requirements**’).
- (2) The Recipient acknowledges and agrees that:
 - (a) the payment of the Grants is conditional upon it and the School continuing to satisfy the Legislative Requirements;
 - (b) subject to **clause 6(3)** and any Commonwealth direction in relation to the repayment of a Grant, the Territory may require a Grant (in whole or in part) to be repaid where any of the Legislative Requirements have not been satisfied;
 - (c) it is a Non-Profit Organisation and must remain a Non-Profit Organisation for the Term; and
 - (d) it and the School are financially viable and must remain financially viable during the Term.
- (3) Prior to the Territory exercising its rights under **clause 6(2)(b)**, the Territory must notify the Recipient of the Legislative Requirements that have not been satisfied, and give the Recipient no less than [28] Business Days to satisfy or provide evidence satisfactory to the Territory that the Legislative Requirements have been satisfied.
- (4) For the purpose of **clause 6(2)(c)**, ‘Non-Profit Organisation’ means an organisation required by law to apply its assets and income solely in furtherance of its objects, with no portion distributed directly or indirectly to its members except as bona fide compensation for services rendered or expenses incurred on its behalf .
- (5) The Territory may, at any time, request the Recipient to promptly, and in any event within 28 Business Days of such request, provide to the Territory any evidence necessary to satisfy the Territory that it or the School (as the case may be) has satisfied or continues to satisfy the Legislative Requirements.
- (6) The Recipient must promptly, and in any event within 28 Business Days of the relevant event, notify the Territory:
 - (a) upon becoming aware that any of the Legislative Requirements have not been satisfied or will not be able to be satisfied during the relevant Grant Period; and
 - (b) of the occurrence of matters which are likely to significantly impact its or the School’s financial position, including:
 - (i) a material change in student enrolments;
 - (ii) the settlement of any claims made against the Recipient;
 - (iii) any major damage to the School;

- (iv) the termination or reduction of any Commonwealth funding;
- (v) changes to the scheduling of any Commonwealth funding; or
- (vi) where the Recipient becomes the subject of an Insolvency Event.

7. Recipient Created Tax Invoices

- (1) Each party acknowledges and agrees that:
 - (a) the Territory will issue Recipient Created Tax Invoices in respect of the supply of each Grant Program; and
 - (b) the Recipient will not issue tax invoices in respect of the supply of the Grant Programs for the purposes of the GST Act.
- (2) Each party warrants that, as at the date of this Deed:
 - (a) it is registered for GST purposes and will maintain its GST registration for the Term; and
 - (b) it has ABN registration and will maintain its ABN registration for the Term.
- (3) The Recipient must, if requested by the Territory, provide to the Territory satisfactory evidence of its ABN registration and GST registration within 7 days of the request.
- (4) Each party must promptly notify the other if:
 - (a) its registration in respect of either or both the ABN and the GST, pursuant to the GST Act ceases; or
 - (b) it ceases to satisfy any of the requirements of rulings or determinations made by the Australian Taxation Office or the Commission of Taxation with respect to Recipient Created Tax Invoices.
- (5) The Territory will provide the Recipient with a Recipient Created Tax Invoice within 28 days of the time in which the Grant is paid pursuant to **clause 4.1**.
- (6) If for any reason the Recipient Created Tax Invoice arrangement specified in **clause 7(1)** is unable to be implemented or ceases, the Recipient must give the Territory a tax invoice in respect of any taxable supply made to the Territory by the Recipient in connection with this Deed prior to any payment of the Grant to the Recipient.

8. Records

8.1 Obligation to keep records

The Recipient must:

- (1) keep all records necessary to substantiate expenditure of the Grant in compliance with applicable laws;

- (2) provide a complete and detailed record and explanation of:
 - (a) expenditure of the Grant;
 - (b) other money received and spent on the Grant Program;
 - (c) the progress of the Grant Program; and
 - (d) any other records in respect of the Grant Program that the Territory may reasonably require from time to time; and
- (3) retain the records referred to in this clause for at least 7 years following the completion of the Grant Program or the expiration or termination of this Deed, whichever occurs first.

8.2 Access

- (1) Without limiting the rights of the ACT Auditor-General in any way, the ACT Auditor-General, the Territory or an auditor appointed by the Territory (each an '**Appointed Auditor**'), may at reasonable times and on giving reasonable notice to the Recipient:
 - (a) access the premises of the Recipient;
 - (b) require the provision by the Recipient or its Associates of records and information which are directly related to this Deed, a Grant Program and/or the financial position of the Recipient;
 - (c) inspect and copy documentation and records, however or wherever stored, in the custody or under control of the Recipient or its Associates which are directly related to this Deed, a Grant Program and/or of the financial position of the Recipient; and/or
 - (d) require the Recipient to provide full and accurate answers to any questions the Appointed Auditor may have concerning records or information related to this Deed, a Grant Program and/or of the financial position of the Recipient.
- (2) The Recipient must:
 - (a) give the Appointed Auditor access to those facilities and such assistance as may reasonably be necessary to enable the Appointed Auditor to conduct an audit under **clause 8.2(1)**;
 - (b) permit the Appointed Auditor, at its own cost, to take copies of any records which it reasonably considers relevant to its audit and provide all necessary facilities for this purpose; and
 - (c) ensure that any subcontract entered into for the purpose of this Deed or a Grant Program contains an equivalent clause granting the rights specified in this clause **8.2**.

9. Reporting of progress and expenditure

9.1 Progress reports

The Recipient must provide written reports to the Territory relating to the progress of the Grant Program and expenditure of the Grant in the manner and at the times required in the Grant Statement.

9.2 Other reports

- (1) The Recipient must provide to the Territory, if requested in writing, a copy of the most recent information or reports listed below within 10 Business Days:
 - (a) the *Financial Questionnaire for Non-Government Schools*;
 - (b) the *August Census of Non-Government Schools*;
 - (c) information provided for the *National Report on the Outcomes of Schooling*; and
 - (d) any report required pursuant to the Commonwealth Education Act.
- (2) The Recipient must promptly notify the Territory in writing of any material change to any report provided to the Territory pursuant to **clause 9.2(1)**.

9.3 Other notifications

The Recipient must keep the Territory reasonably informed about all matters which are likely to materially and adversely affect the timing, scope or cost of the Grant Program or the Recipient's ability to carry on or complete the Grant Program in accordance with this Deed.

10. Acknowledgement of Funding

10.1 Acknowledgement of Territory support

The Recipient must in relation to the Grant Program include an acknowledgement in the form set out in the Grant Statement in all documents, brochures, books, articles, newsletters, other artistic works or literary works or advertising published in connection with this Agreement.

10.2 Other obligations

The Recipient must:

- (1) in relation to the material referred to in **clause 10.1**, promptly provide to the Territory:
 - (a) if required pursuant to the Grant Statement, or as otherwise requested by the Territory, a draft of that material at least 10 days prior to publishing or printing; and
 - (b) a copy of that material; and
- (2) on reasonable notice, invite the Territory to participate in any public event, media release or media coverage related to the Grant Program.

11. Intellectual Property Rights

Ownership of all Grant Material, including any intellectual property rights, vests on its creation in the Recipient.

12. Insurance and Indemnity

12.1 Recipient's insurance

- (1) The Recipient must effect and maintain for the Term all insurance coverage required to be effected by it by law, and insurance of the types and in amounts not less than the amounts (if any) specified in the Grant Statement, with an insurer that is authorised by the Australian Prudential Regulation Authority to conduct new or renewal insurance business in Australia and rated at AA or better by Standard & Poor's (collectively the '**Insurances**').
- (2) Where requested by the Territory, the Recipient must promptly provide the Territory with evidence to enable the Territory to satisfy itself of the currency of the Insurances.

12.2 Indemnity

The Recipient indemnifies the Territory from and against any Claim or Liability suffered or incurred by the Territory or any of its Associates in connection with:

- (1) any breach of this Deed;
- (2) any loss or damage to or of property, including any real or personal property and including property belonging to the Territory or its Associates;
- (3) any injury to, illness or death of, any person; or
- (4) any third party actions brought against the Territory or its Associates,

to the extent caused or contributed to by the Recipient or any of its Associates in connection with a Grant Program.

13. Termination of Grant

13.1 Default

The Territory may terminate this Deed at any time by written notice to the Recipient, if the Recipient:

- (1) is the subject of an Insolvency Event;
- (2) is in breach of **clause 6(1)**; or
- (3) is in breach of a provision of this Deed, where that breach:
 - (a) if capable of being remedied, is not remedied within the period specified in a written notice by the Territory, or
 - (b) is not capable of being remedied.

13.2 Termination or reduction of funding

- (1) The Territory may, at any time by written notice to the Recipient, terminate this Deed, terminate a Grant Program or reduce the funding for a Grant Program .
- (2) The Recipient must:
 - (a) in the event of termination of this Deed (whether pursuant to **clause 13.1** or this **clause 13.2**) or a Grant Program, comply with the notice and **clause 13.2**; or
 - (b) in the event of a reduction in funding, continue to undertake the Grant Program in accordance with the revised funding levels unless otherwise agreed in writing with the Territory.

13.3 No prejudice

Nothing in this **clause 13** prejudices any other rights or remedies of the Territory in respect of any breach of this Deed.

14. Refund of Grant

14.1 Repayment of unacquitted funds

- (1) At the end of the Grant Period, or earlier termination of a Grant Program or this Deed, the Recipient must:
 - (a) unless otherwise required under this Deed, within 30 days, provide the Territory with:
 - (i) a signed and completed statement of acquittal substantially in the form of **Annexure B**;
 - (ii) an audited financial statement showing all expenditure of the Grant; and
 - (iii) any other information or report required pursuant to the Grant Statement, and
 - (b) promptly repay any or all of the Total Grant that remains unacquitted.

14.2 Meaning of unacquitted funds

For the purposes of **clause 14.1**, the Grant remains unacquitted if it:

- (1) is not spent;
- (2) is not contractually committed to be spent; or
- (3) has been spent in breach of this Deed.

14.3 Repayment of Grant made on behalf of Commonwealth

- (1) This **clause 14.3** applies to Grants which are paid by the Territory to the Recipient from funding provided to the Territory by the Commonwealth pursuant to the Commonwealth Education Act.

- (2) If the Minister makes a determination under paragraph 110(1)(a) of the Commonwealth Education Act that the Territory must pay to the Commonwealth a specified amount and the Minister makes the determination as a result of:
- (a) non-compliance or a breach by the Recipient set out in section 108 of the Commonwealth Education Act; or
 - (b) a payment set out in subsection 109(1), (2) or (4) or paragraph 109(3)(a) of the Commonwealth Education Act that was paid to the Territory for the Recipient,

then the amount specified in the determination is a debt due by the Recipient to the Territory and the Recipient must promptly pay such debt to the Territory. For the avoidance of doubt, the debt may be recovered by the Territory (or another person on behalf of the Territory) in court.

- (3) Notwithstanding any other provision of this Deed, the Territory may assign any rights to a debt arising pursuant to **clause 14.3(2)** to the Commonwealth.

15. Non-disclosure of Confidential Information

Except as provided in this Deed, a party (disclosing party) must not disclose Confidential Information to any person, nor deal with the Confidential Information in any way except for the purpose of this Deed, without the prior written consent of the other party except to the extent that the Confidential Information is:

- (1) required or authorised to be disclosed by law;
- (2) disclosed to the disclosing party's solicitors, auditors, insurers or advisers provided that any such solicitor, auditor, adviser or insurer is subject to a legal or professional obligation to maintain the confidentiality of the information disclosed;
- (3) generally available to the public;
- (4) in the possession of the disclosing party without restriction in relation to disclosure before the date of receipt from the other party;
- (5) disclosed by the Territory to the responsible Territory Minister, Territory Legislative Assembly or its committees or as part of its normal reporting obligations or functions pursuant to the Education Act; or
- (6) disclosed by the Territory to the Commonwealth in undertaking its obligations pursuant to the Commonwealth Education Act or any other agreement with the Commonwealth in connection with this Deed or otherwise for the purpose of the Commonwealth carrying out its functions pursuant to the Commonwealth Education Act.

16. Dispute Resolution

- (1) If a difference or dispute (**Dispute**) arises in relation to this Deed, then either party may give written notice to the other that a Dispute exists, which specifies details of the Dispute, and the parties agree that they will endeavour to resolve

the Dispute by negotiations, or, if the Dispute has not been resolved within 28 days of the issue of the notice, undertake mediation with an independent mediator, the cost to be shared by the parties unless otherwise agreed.

- (2) Nothing in this **clause 16** will prejudice the rights of either party to institute proceedings to enforce this Deed or to seek injunctive or urgent declaratory relief in respect of any Dispute.

17. Variation

17.1 Variation to Grant Statement

The Grant Statement may only be varied by the written agreement of the parties prior to the expiration of the respective Grant Period.

17.2 Variation to Deed

This Deed may only be varied by the written agreement of the parties prior to the expiration of the Term.

18. GST

18.1 Definitions

In this **clause 18**, words and expressions which are not defined in this Deed but which have a defined meaning in the GST Law, have the same meaning as in the GST Law.

18.2 Payment GST exclusive

Unless otherwise expressly stated, all sums payable under this Deed are exclusive of GST.

18.3 Payment of GST

If GST is payable by a party on any Taxable Supply made under this Deed, the party which is the recipient of the Taxable Supply will pay to the Supplier an amount equal to the GST payable on the Taxable Supply.

18.4 Timing of GST payment

The Recipient will pay the amount referred to in **clause 18.3** in addition to and at the same time that the consideration for the Taxable Supply is to be provided under this Deed.

19. General

19.1 Territory's executive rights, duties and functions

- (1) Unless otherwise expressly provided, nothing in this Deed gives rise to any duty on the part of the Territory to consider interests other than its own interests when exercising any of its rights or carrying out any of its obligations in accordance with this Deed.
- (2) Notwithstanding anything expressly provided or implied in this Deed to the contrary, the parties agree that the Territory:

- (a) is not obliged to exercise any executive or statutory right or duty, or to influence, over-ride, interfere with or direct any other Government Party in the proper exercise and performance of any of its executive or statutory rights or duties; and
 - (b) nothing expressly provided or implied in this Deed has the effect of constraining the Territory or placing any fetter on the Territory's discretion to exercise or not to exercise any of its executive or statutory rights or duties.
- (3) The Recipient is not entitled to make any Claim against the Territory for any Liability relating to any exercise or failure of the Territory to exercise any of its executive or statutory rights or duties.

19.2 No assignment

The Recipient must not assign the whole or any part of this Deed without the prior written consent of the Territory. If the Territory gives its consent, the Territory may impose any conditions.

19.3 Conflict of interest

The Recipient warrants that as at the start of each Grant Period no conflict of interest exists or is likely to arise in the performance of the Grant Program and of its other obligations under this Deed and must, if a conflict or risk of conflict of interest arises during the Grant Period, notify the Territory immediately in writing and comply with any requirement of the Territory to eliminate or otherwise deal with that conflict or risk.

19.4 No employment, partnership, agency or good faith relationship

Nothing in this Deed:

- (1) creates a partnership, joint venture, fiduciary, employment or agency relationship between the Territory and the Recipient; or
- (2) imposes any duty of good faith on a party (unless otherwise expressly provided).

19.5 Set off

- (1) The Territory may set off against any amount due and payable by the Territory to the Recipient any amount the Territory reasonably considers is due and payable by the Recipient to the Territory under this Agreement or a Related Agreement.
- (2) For the purpose of this clause, “**Related Agreement**” means any other agreement between the Territory and Recipient under which the Territory provides grant funds to the Recipient, whether entered into before or after this Agreement.

19.6 Entire agreement

This Deed, including each of the agreed Grant Statements, comprises the entire agreement between the parties in relation to the Grant and the Grant Programs and supersedes any prior representations, negotiations, writings, memoranda and agreements.

19.7 Severability

Any provision of this Deed that is illegal, void or unenforceable will not form part of this Deed to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Deed will not be invalidated by an illegal, void or unenforceable provision.

19.8 No waiver

Failure or omission by the Territory at any time to enforce or require strict or timely compliance with any provision of this Deed will not affect or impair that provision in any way or the rights and remedies that the Territory may have in respect of that provision.

19.9 Compliance with laws and governing law

This Deed is governed by and construed in accordance with the law for the time being in force in the Territory and the parties submit to the non-exclusive jurisdiction of the courts of the Territory. The Recipient must comply with the laws from time to time in force in the Territory in performing the Grant Program and otherwise operating the Schools.

19.10 Notices

Any notice, including any other communication, required to be given or sent to either party under this Deed must be in writing and given to the relevant Contact Officer. A notice will be deemed to have been given:

- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent; or
- (3) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgment of receipt by any means,
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address, or
 - (c) expiration of two Business Days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (3) occurring.

19.11 Forms and statements

The Territory may reasonably require any form, record or statement required under this Deed to be in a particular form.

19.12 Counterparts

This Deed may be signed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

19.13 Survival of clauses

Clauses 8, 11, 12.2, 14, 15 and any other provision of this Deed which, expressly or by implication from its nature, is intended to survive rescission, termination or expiration of this Deed will survive the rescission, expiration or earlier termination of this Deed.

EXECUTED AS A DEED ON

16 September 2020

SIGNED for and on behalf of the)
AUSTRALIAN CAPITAL TERRITORY in)
the presence of:)

Signature of Territory delegate

[Redacted signature]

Signature of witness

LYNETTE DALY

Print name

COURTNEY PILICIC

Print name

SIGNED for and on behalf of)
BRINDABELLA CHRISTIAN EDUCATION)
LIMITED)
ABN. 21 100 229 669)
[in the presence of/ in accordance with section)
127 of the Corporations Act])

Signature of individual

*DELETE whichever is not applicable (see note below)

[Redacted signature]

Signature of director/ secretary/ witness*

*DELETE whichever is not applicable (see note below)

GREG ZWASGENBERG
Print name and position CHAIRMAN

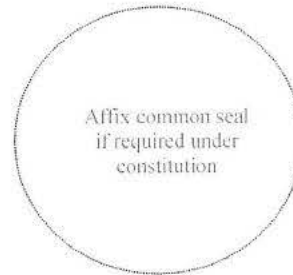
Signature of second authorised officer*

*only use if Incorporated Association (see note below)

[Redacted signature]

Print name

SUZANNE POWER - PRINCIPAL
Print name and position



Note:

- Date: Must be dated on the date the last party signs the Deed or, if signed counterparts of the Deed are exchanged, the date of exchange. Also date the cover page.
- Company: Must be signed in accordance with section 127 of the Corporations Act 2001 (Cth), for example, by 2 directors or a director and a secretary. Common seal may be affixed if required under the Recipient's constitution.
- Individual: Must be signed by the individual Recipient and witnessed.
- Incorporated Association: Must be signed in accordance with the Recipient's constitution, which may or may not require the common seal to be affixed. As a minimum, 2 authorised officers must sign.



Brindabella Christian Education Limited

ABN: 21 100 229 669

Financial Statements

For the Year Ended 31 December 2019

Brindabella Christian Education Limited

ABN: 21 100 229 669

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For the Year Ended 31 December 2019

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Brindabella Christian Education Limited

ABN: 21 100 229 669


Auditor's Independence Declaration to the Responsible Persons of Brindabella Christian Education Limited

I declare that, to the best of my knowledge and belief, during the years ended 31 December 2019, there have been:

- (i) no contraventions of the auditor independence requirements as set out in section 60-40 of the Australian Charities and Not-for-profits Commission Act 2012 in relation to the audit; and
- (ii) no contraventions of any applicable code of professional conduct in relation to the audit.



Saward Dawson



Peter Shields
Partner
Blackburn

Dated 22 October 2020

Brindabella Christian Education Limited

ABN: 21 100 229 669

Statement of Profit or Loss and Other Comprehensive Income

For the Year Ended 31 December 2019

	Note	2019 \$	2018 \$
Revenue	4	22,276,334	20,319,914
Employee benefits expense		(14,041,575)	(13,465,917)
Depreciation and amortisation expense	8	(1,561,247)	(964,738)
Early Learning Centre expenses		(410,097)	(276,441)
Rent		(28,329)	(65,343)
Teaching and materials		(748,201)	(914,946)
Bad and doubtful debts		(162,597)	(52,612)
Computer and IT Expenses		(492,782)	(836,367)
Advertising and Marketing		(337,602)	(288,689)
Insurance		(107,723)	(117,323)
Building/ground maintenance		(950,966)	(580,144)
Cafe expenses		(92,045)	(103,437)
Interest expense	8	(660,585)	(491,104)
Other expenses		(1,002,326)	(669,673)
Net surplus/(deficit) for the year		1,680,258	1,493,179
Other comprehensive income:			
Other comprehensive income		-	-
Total comprehensive income for the year		1,680,258	1,493,179

The accompanying notes form part of these financial statements.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Statement of Financial Position

As At 31 December 2019

	Note	2019 \$	2018 \$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	5	747,900	296,997
Trade and other receivables	6	1,487,187	1,081,499
Other assets	7	293,999	3,925
TOTAL CURRENT ASSETS		<u>2,529,086</u>	1,382,421
NON-CURRENT ASSETS			
Right-of-use assets	8	1,758,156	1,853,192
Property, plant and equipment	9	34,084,163	30,235,382
TOTAL NON-CURRENT ASSETS		<u>35,842,319</u>	32,088,574
TOTAL ASSETS		<u><u>38,371,405</u></u>	<u>33,470,995</u>
LIABILITIES			
CURRENT LIABILITIES			
Lease liabilities	8	47,927	39,822
Trade and other payables	10	1,415,075	1,790,990
Borrowings	11	14,877,924	1,290,178
Other liabilities	12	107,814	48,650
Employee benefits	13	851,766	841,237
TOTAL CURRENT LIABILITIES		<u>17,300,506</u>	4,010,877
NON-CURRENT LIABILITIES			
Lease liabilities	8	2,668,878	2,716,806
Borrowings	11	738,147	10,667,253
Other liabilities	12	379,145	430,102
Employee benefits	13	420,524	462,010
TOTAL NON-CURRENT LIABILITIES		<u>4,206,694</u>	14,276,171
TOTAL LIABILITIES		<u>21,507,200</u>	18,287,048
NET ASSETS		<u><u>16,864,205</u></u>	<u>15,183,947</u>
EQUITY			
Retained earnings		<u>16,864,205</u>	15,183,947
TOTAL EQUITY		<u><u>16,864,205</u></u>	<u>15,183,947</u>

The accompanying notes form part of these financial statements.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Statement of Changes in Equity

For the Year Ended 31 December 2019

2019

	Retained Earnings	General Reserve	Total
Note	\$	\$	\$
Balance at 1 January 2019	15,183,947	-	15,183,947
Surplus for the year	1,680,258	-	1,680,258
Balance at 31 December 2019	16,864,205	-	16,864,205

2018

	Retained Earnings	General Reserve	Total
	\$	\$	\$
Balance at 1 January 2018	14,280,458	1,173,978	15,454,436
Adjustments	(1,763,668)	-	(1,763,668)
Balance at 1 January 2018 restated	12,516,790	1,173,978	13,690,768
Transfers from general reserve to retained earnings	1,173,978	(1,173,978)	-
Surplus for the year	1,493,179	-	1,493,179
Balance at 31 December 2018	15,183,947	-	15,183,947

The accompanying notes form part of these financial statements.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Statement of Cash Flows

For the Year Ended 31 December 2019

	2019	2018
Note	\$	\$
CASH FLOWS FROM OPERATING ACTIVITIES:		
Receipts from fees, grants and other	22,598,582	21,401,255
Payments to suppliers and employees	(21,112,089)	(18,925,653)
Finance costs	660,585	491,104
Net cash provided by/(used in) operating activities	18 <u>2,147,078</u>	<u>2,966,706</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Payments for property, plant and equipment	<u>(5,314,993)</u>	(8,765,772)
Net cash provided by/(used in) investing activities	<u>(5,314,993)</u>	<u>(8,765,772)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from borrowings	<u>3,618,818</u>	6,132,832
Net cash provided by/(used in) financing activities	<u>3,618,818</u>	<u>6,132,832</u>
Net increase/(decrease) in cash and cash equivalents held	450,903	333,766
Cash and cash equivalents at beginning of year	<u>296,997</u>	(36,769)
Cash and cash equivalents at end of the years	5 <u><u>747,900</u></u>	<u>296,997</u>

The accompanying notes form part of these financial statements.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

The financial report covers Brindabella Christian Education Limited as an individual entity. Brindabella Christian Education Limited is a Company limited by guarantee, registered and domiciled in Australia. This financial report is prepared in order to satisfy the financial reporting requirements of the Australian Charities and Not-for-Profits Commission Act 2012.

The functional and presentation currency of Brindabella Christian Education Limited is Australian dollars.

Where required by Accounting Standards, comparative figures have been adjusted to conform to changes in presentation for the current financial year.

1 Basis of Preparation

The financial statements are special purpose financial statements that have been prepared in accordance with Australian Accounting Standards, the Australian Charities and Not-for-profits Commission Act 2012 and the Department of Education reporting requirements. The association is a not-for-profit entity and the directors have determined that the Company is not a reporting entity.

Australian Accounting Standards set out accounting policies that the AASB has concluded would result in financial statements containing relevant and reliable information about transactions, events and conditions. Material accounting policies adopted in the preparation of these financial statements are presented below and have been consistently applied unless stated otherwise.

The company has concluded that the requirement set out in AASB 10 and AASB 128 are not applicable as the initial assessment on its interests in other entities indicated that it does not have any subsidiaries, associates or joint ventures.

The financial statements, except for the cash flow information, have been prepared on an accruals basis and are based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and financial liabilities. The amounts presented in the financial statements have been rounded to the nearest dollar.

2 Summary of Significant Accounting Policies

(a) Revenue and other income

Revenue from contracts with customers

The Company has adopted AASB 15: Revenue from Contracts with Customers fully retrospectively.

The core principle of AASB 15 is that revenue is recognised on a basis that reflects the transfer of promised goods or services to customers at an amount that reflects the consideration the Company expects to receive in exchange for those goods or services. Revenue is recognised by applying a five-step model as follows:

1. Identify the contract with the customer
2. Identify the performance obligations
3. Determine the transaction price
4. Allocate the transaction price to the performance obligations
5. Recognise revenue as and when control of the performance obligations is transferred

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(a) Revenue and other income

Revenue from contracts with customers

Generally the timing of the payment for sale of goods and rendering of services corresponds closely to the timing of satisfaction of the performance obligations, however where there is a difference, it will result in the recognition of a receivable, contract asset or contract liability.

None of the revenue streams of the Company have any significant financing terms as there is less than 12 months between receipt of funds and satisfaction of performance obligations.

Provision of services

Revenue from the rendering of services is recognised upon the delivery of the service.

School fees, levies, student related income and income in lieu of service are therefore only recognised where the student has started the year of study to which the revenue attaches. School fees paid prior to the relevant invoice being raised are treated as school fees held in trust. Discounts allocated to students have been recorded as a reduction of student fee income.

Recurrent Grants

Recurrent government funding is recognised on a basis that reflects the transfer of Education services to students at an amount that reflects the consideration the Company expects to receive in exchange for those Education services.

Capital Grants

Where capital funding is received for the construction of own use assets, a liability is recognised on receipt and income is recognised as the asset is constructed.

Other grant revenue

Revenue recognition relating to other grant funding is recognised on the basis that the transfer of promised goods or services to customers at an amount that reflects the consideration expected to be received in exchange for those goods or services. Each agreement is analysed to determine the revenue recognition in accordance with the five step model. Where performance obligations have not been met, it will result in unearned income at year end.

Sale of goods

Revenue is recognised on transfer of goods to the customer as this is deemed to be the point in time when control of the performance obligations are transferred.

Enrolment Application fee

The College receives a non-refundable application fee from families, to apply for a place at the College. This income is recognised as income on receipt as there is no enforceable contract.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(a) Revenue and other income

Revenue from contracts with customers

Enrolment Acceptance fee

The College receives a non-refundable acceptance fee from families, to enrolment a child at the College. This income is recognised as income over the expected life of enrolment.

Donations

Donations and bequests are recognised a revenue when the Company gains control of the assets, as there is no enforceable contract.

Interest revenue

Interest revenue is recognised on a proportional basis taking into account the interest rates applicable to the financial assets.

Other revenue

Other revenue is recognised on a basis that reflects the transfer of promised goods or services to customers at an amount that reflects the consideration the Company expects to receive in exchange for those goods or services.

Application

The Company has chosen to use the full retrospective application when applying this new accounting standard. Therefore, the comparative numbers are updated to reflect application of AASB 15.

All revenue is stated net of the amount of goods and services tax (GST).

(b) Income Tax

The Company is exempt from income tax under Division 50 of the *Income Tax Assessment Act 1997*.

The Company is registered with the Australian Charities and Not-for-Profits Commission as a Charitable Institution and operates Brindabella Christian Education Limited Building Fund and Brindabella Christian Education Limited Library Fund.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(c) Goods and services tax (GST)

Revenue, expenses and assets are recognised net of the amount of goods and services tax (GST), except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payable are stated inclusive of GST.

Cash flows in the statement of cash flows are included on a gross basis and the GST component of cash flows arising from investing and financing activities which is recoverable from, or payable to, the taxation authority is classified as operating cash flows.

(d) Property, plant and equipment

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it's probable that future economic benefits associated with the item will flow to the entity and the cost of the item can be measured reliably. All other costs (e.g. repairs and maintenance) are charged to the statement of comprehensive income during the financial period in which they are incurred.

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. The gains and losses are included in the profit or loss. When revalued assets are sold, amounts included in the revaluation reserve relating to that asset are transferred to retained earnings.

Depreciation

Property, plant and equipment, excluding freehold land, is depreciated on a straight-line basis over the assets useful life to the Company, commencing from the date that management determine that the asset is available for use.

The depreciation rates used for each class of depreciable asset are shown below:

Fixed asset class	Depreciation rate
Leasehold buildings and Improvements	2.5% - 10%
Plant and Equipment	10% - 33%
Furniture, Fixtures and Fittings	10%

At the end of each annual reporting period, the depreciation method, useful life and residual value of each asset is reviewed. Any revisions are accounted for prospectively as a change in estimate.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(e) Financial instruments

Initial recognition and measurement

Financial instruments are recognised initially on the date that the Company becomes party to the contractual provisions of the instrument.

On initial recognition, all financial instruments are measured at fair value plus transaction costs.

Classification and subsequent measurement

Financial instruments are subsequently measured at either fair value, amortised cost using the effective interest rate method, or cost. Fair value represents the amount for which an asset could be exchanged or a liability settled, between knowledgeable, willing parties in arm's length transaction.

The classification of financial instruments depends on the purpose for which the investments were acquired. Management determines the classification of its investments at initial recognition and at the end of each reporting period for held-to-maturity assets.

Impairment

A financial asset (or a group of financial assets) is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events (a 'loss event') having occurred, which has an impact on the estimated future cash flows of the financial asset(s).

At the end of each reporting period, the Company assesses whether there is objective evidence that a financial asset has been impaired through the occurrence of a loss event. Impairment losses are recognised in profit or loss immediately. Also, any cumulative decline in fair value previously recognised in other comprehensive income is reclassified into profit or loss at this point.

Derecognition

Financial assets are derecognised where the contractual rights to receipt of cash flows expires or the asset is transferred to another party whereby the entity no longer has any significant continuing involvement in the risks and benefits associated with the asset. Financial liabilities are derecognised where the related obligations are either discharged, cancelled or expired. The difference between the carrying value of the financial liability extinguished or transferred to another party and the fair value of consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

(f) Impairment of non-financial assets

At the end of each reporting period the Company determines whether there is an evidence of an impairment indicator for non-financial assets. Where an indicator exists and regardless for indefinite life intangible assets and intangible assets not yet available for use, the recoverable amount of the asset is estimated.

Where the recoverable amount is less than the carrying amount, an impairment loss is recognised in profit or loss. Reversal indicators are considered in subsequent periods for all assets which have suffered an impairment loss.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(g) Cash and cash equivalents

Cash and cash equivalents comprises cash on hand, demand deposits and short-term investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

(h) Leases

The Company has chosen apply AASB 16: Leases fully retrospectively.

At inception of a contract, the Company assesses whether a lease exists - i.e. does the contract convey the right to control the use of an identified asset for a period of time in exchange for consideration.

This involves an assessment of whether:

- The contract involves the use of an identified asset - this may be explicitly or implicitly identified within the agreement. If the supplier has a substantive substitution right then there is no identified asset.
- The Company has the right to obtain substantially all of the economic benefits from the use of the asset throughout the period of use.
- The Company has the right to direct the use of the asset i.e. decision making rights in relation to changing how and for what purpose the asset is used.

Right-of-use asset

At the lease commencement, the Company recognises a right-of-use asset and associated lease liability for the lease term. The lease term includes extension periods where the Company believes it is reasonably certain that the option will be exercised.

The right-of-use asset is measured using the cost model where cost on initial recognition comprises of the lease liability, initial direct costs, prepaid lease payments, estimated cost of removal and restoration less any lease incentives received.

The right-of-use asset is depreciated over the lease term on a straight line basis and assessed for impairment in accordance with the impairment of assets accounting policy.

Lease liability

The lease liability is initially measured at the present value of the remaining lease payments at the commencement of the lease. The discount rate is the rate implicit in the lease, however where this cannot be readily determined then the Company's incremental borrowing rate is used.

Subsequent to initial recognition, the lease liability is measured at amortised cost using the effective interest rate method. The lease liability is remeasured whether there is a lease modification, change in estimate of the lease term or index upon which the lease payments are based (e.g. CPI) or a change in the Company's assessment of lease term.

Where the lease liability is remeasured, the right-of-use asset is adjusted to reflect the remeasurement or is recorded in profit or loss if the carrying amount of the right-of-use asset has been reduced to zero.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(h) Leases

Adoption of short term leases or low value asset exception

The Company has elected to apply the exceptions to lease accounting for both short-term leases (i.e. leases with a term of less than or equal to 12 months) and leases of low-value assets. The Company recognises the payments associated with these leases as an expense on a straight-line basis over the lease term.

Application

The Company has chosen to use the full retrospective application when applying this new accounting standard. Therefore, the comparative numbers are updated to reflect application of AASB 16.

(i) Employee benefits

Provision is made for the Company's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits that are expected to be wholly settled within one year have been measured at the amounts expected to be paid when the liability is settled.

Employee benefits expected to be settled more than one year after the end of the reporting period have been measured at the present value of the estimated future cash outflows to be made for those benefits. In determining the liability, consideration is given to employee wage increases and the probability that the employee may satisfy vesting requirements. Cashflows are discounted using market yields on high quality corporate bond rates incorporating bonds rated AAA or AA by credit agencies, with terms to maturity that match the expected timing of cashflows. Changes in the measurement of the liability are recognised in profit or loss.

(j) Going Concern

The Company's current liabilities exceed current assets by \$14,771,420. The Directors of the Company have prepared the financial statements on the basis that the Company will continue as a going concern for the foreseeable future, due to:

- the Company made a surplus of \$1,680,258 for the year ended 31 December 2019.
- Current liabilities includes employee benefits of \$851,766 unlikely to be fully paid out in the next 12 months,
- \$14,301,203 in bank loans classified as current liabilities are due to expire in 2020. The Company is currently in negotiations with the bank for these to be rolled over for a further term. The Board does not believe there is any reason why these loans would not be rolled over.
- The Company is dependent on the Australian Government and ACT Government for a significant amount of its revenue to operate the Company. The Company has received a guarantee of continuing financial support from the Australian and ACT Department of Education to allow the Company to meet its liabilities and it is the belief of the Board that such financial support will continue to be made available. The Company received its first tranche of 2020 Government funding early in 2020.
- The Company started collecting school fees from students early in 2020.

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(k) Provisions

Provisions are recognised when the Company has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

(l) Prior year adjustments

Initial Application of AASB 16

The Company has adopted AASB 16: Leases retrospectively with the cumulative effect of initially applying AASB 16 recognised at 1 January 2018. In accordance with AASB 16, the comparatives for the 2018 reporting period have been restated.

The Company has recognised a lease liability and right-of-use asset for all leases recognised as operating leases under AASB 117: Leases where the Company is the lessee.

The lease liabilities are measured at the present value of the remaining lease payments. The Company's incremental borrowing rate as at 1 January 2019 was used to discount the lease payments.

The right-of-use assets for equipment was measured at its carrying amount as if AASB 16 had been applied since the commencement date, but discounted using the Company's weighted average incremental borrowing rate on 1 January 2019.

The right-of-use assets for the remaining leases were measured and recognised in the statement of financial position as at 1 January 2019 by taking into consideration the lease liability and prepaid and accrued lease payments previously recognised at 1 January 2019 (that are related to the lease).

The following practical expedients have been used by the Company in applying AASB 16 for the first time:

- for a portfolio of leases that have reasonably similar characteristics, a single discount rate has been applied,
- leases that have remaining lease term of less than 12 months as at 1 January 2019 have been accounted for in the same way as short-term leases,
- the use of hindsight to determine lease terms on contracts that have options to extend or terminate,
- applying AASB 16 to leases previously identified as leases under AASB 117 and interpretation 4: Determining whether an arrangement contains a lease without reassessing whether they are, or contain, a lease at the date of initial application,
- not applying AASB 16 to leases previously not identified as containing a lease under AASB 117 and interpretation 4.

Initial Application of AASB 15

The Company has chosen to use the full retrospective application when applying this new accounting standard. Therefore, the comparative numbers are updated to reflect application of AASB 15.

Brindabella Christian Education Limited

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Notes to the Financial Statements

For the Year Ended 31 December 2019

2 Summary of Significant Accounting Policies

(l) Prior year adjustments

Prior year errors

A number of errors were noted in the comparative financial information when preparing the 2019 financial statements. There are a number of areas which have been updated to reflect the correct comparative information. See further information at Note 15.

(m) Economic dependence

Brindabella Christian Education Limited is dependent on the Federal and State Department of Education for the majority of its revenue used to operate the business. At the date of this report the directors have no reason to believe the Departments will not continue to support Brindabella Christian Education Limited.

3 Critical Accounting Estimates and Judgments

The Board of Governance evaluate estimates and judgments incorporated into the financial report based on historical knowledge and best available current information. Estimates assume a reasonable expectation of future events and based on current trends and economic data, obtained both externally and within the Company.

Key estimates - impairment

The Board of Governance assesses impairment at the end of each reporting year by evaluating conditions specific to the Company that may be indicative of impairment triggers.

Key estimates - useful life of property, plant and equipment

Property (including leasehold improvements), plant and equipment are depreciated over their useful lives and the depreciation rates are assessed when the assets are acquired or when there are significant changes that affects the useful life of the asset.

Key judgments - provision for impairment of receivables

Doubtful debts provision are provided for families that are far behind on their payments and are based on the known current financial situation of the families. They are followed up by reminders and discussions of an agreed payment plan. Non-communication with the Company may result in these families being referred to the debt collectors.

Brindabella Christian Education Limited

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Notes to the Financial Statements

For the Year Ended 31 December 2019

4 Revenue and Other Income

	2019	2018
	\$	\$
- Tuition fees	6,452,329	5,650,060
- Enrolment and application fees	143,236	202,225
- Early Learning Centre Income	4,153,498	3,370,524
- Cafe sales	196,665	185,127
- Other income	304,716	448,699
- Capital levies	1,045,146	930,619
- Government Recurrent Funding	9,180,745	8,970,161
- Government Capital Funding	800,000	562,500
	<u>22,276,334</u>	<u>20,319,914</u>

5 Cash and Cash Equivalents

Cash on hand	800	965
Bank balances	747,100	296,032
	<u>747,900</u>	<u>296,997</u>

6 Trade and other receivables

CURRENT		
Trade receivables	914,392	882,036
Provision for impairment	(473,871)	(311,274)
Accrued income	24,750	18,935
Other receivables	1,021,916	491,802
	<u>1,487,187</u>	<u>1,081,499</u>

The carrying value of trade receivables is considered a reasonable approximation of fair value due to the short-term nature of the balances. The maximum exposure to credit risk at the reporting date is the fair value of each class of receivable in the financial statements.

7 Other Assets

CURRENT		
Prepayments	293,999	3,925

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Notes to the Financial Statements

For the Year Ended 31 December 2019

8 Leases

Right-of-use assets

	2019	2018
	\$	\$
Right-of-use assets	2,375,887	2,375,887
Accumulated amortisation	(617,731)	(522,695)
	<u>1,758,156</u>	<u>1,853,192</u>

Lease liabilities

Current lease liabilities	47,927	39,822
Non-current lease liabilities	2,668,878	2,716,806
	<u>2,716,805</u>	<u>2,756,628</u>

Statement of Profit or Loss and Other Comprehensive Income

The amounts recognised in the statement of profit or loss and other comprehensive income relating to leases where the Company is a lessee are shown below:

Depreciation	1,466,212	869,703
Amortisation of right-of-use assets	95,035	95,035
	<u>1,561,247</u>	<u>964,738</u>
Interest expense	531,860	360,585
Interest expense on lease liabilities	128,725	130,519
	<u>660,585</u>	<u>491,104</u>

9 Property, plant and equipment

Leasehold buildings and improvements		
At cost	38,008,132	33,814,832
Accumulated depreciation	(6,192,831)	(5,328,899)
Total leasehold buildings and improvements	<u>31,815,301</u>	<u>28,485,933</u>
Plant and equipment		
At cost	4,923,446	3,819,336
Accumulated depreciation	(2,654,584)	(2,069,887)
Total plant and equipment	<u>2,268,862</u>	<u>1,749,449</u>
Total property, plant and equipment	<u>34,084,163</u>	<u>30,235,382</u>

Brindabella Christian Education Limited

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Notes to the Financial Statements

For the Year Ended 31 December 2019

10 Trade and Other Payables

	2019	2018
	\$	\$
CURRENT		
Trade payables	562,782	1,144,374
Accrued expenses	59,554	69,525
ATO payable	334,686	164,303
Other payables	458,053	412,788
	<u>1,415,075</u>	<u>1,790,990</u>

Trade and other payables are unsecured, non-interest bearing and are normally settled within 30 days. The carrying value of trade and other payables is considered a reasonable approximation of fair value due to the short-term nature of the balances.

11 Borrowings

CURRENT		
Secured liabilities:		
Lease liability secured	576,721	227,979
Bank loans	14,301,203	1,062,199
Total current borrowings	<u>14,877,924</u>	<u>1,290,178</u>
NON-CURRENT		
Secured liabilities:		
Lease liability secured	738,147	323,608
Bank loans	-	10,343,645
Total non-current borrowings	<u>738,147</u>	<u>10,667,253</u>
Total borrowings	<u>15,616,071</u>	<u>11,957,431</u>

The bank loans, asset finance, overdraft facility and bank guarantees are secured by a first mortgage over all the assets of the Company including the land and buildings at the Lyneham Campus.

The Company has a banking facility with NAB for Business Loan Facilities totalling \$23,222,000, with \$8,920,797 unused and \$14,301,203 the net balance at 31 December 2019. These facilities include principle and interest repayments. These facilities expire in 2020 and the Company is in the process of renegotiating the loans. The Company is currently in negotiations with the bank for these to be rolled over for a further term. The Board does not believe there is any reason why these loans would not be rolled over.

Brindabella Christian Education Limited

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Notes to the Financial Statements

For the Year Ended 31 December 2019

12 Other Financial Liabilities

	2019	2018
	\$	\$
CURRENT		
Enrolment acceptance fee in advance	50,957	48,650
Fees paid in advance	56,857	-
	<u>107,814</u>	<u>48,650</u>
NON-CURRENT		
Enrolment acceptance fee in advance	<u>379,145</u>	<u>430,102</u>

13 Employee Benefits

CURRENT		
Long service leave	325,414	341,687
Annual leave	526,352	499,550
	<u>851,766</u>	<u>841,237</u>
NON-CURRENT		
Long service leave	<u>420,524</u>	<u>462,010</u>
	<u>420,524</u>	<u>462,010</u>

14 Members' Guarantee

The Company is incorporated under the *Australian Charities and Not-for-profits Commission Act 2012* and is a Company limited by guarantee. If the Company is wound up, the constitution states that each member is required to contribute a maximum of \$ 10 each towards meeting any outstandings and obligations of the Company.

At 31 December 2019 the number of members was 3 (2018: 3).

Brindabella Christian Education Limited

ABN: 21 100 229 669

Notes to the Financial Statements

For the Year Ended 31 December 2019

15 Prior year adjustments

The aggregate effect of the changes in the annual financial statements for the year ended 31 December 2019 is as follows:

	Previously stated	31 December 2018 Adjustments	Restated
	\$	\$	\$
Statement of Profit or Loss and Other Comprehensive Income			
Revenue	20,211,387	108,527	20,319,914
Depreciation and amortisation	513,704	451,034	964,738
Interest and Finance Costs	360,585	130,519	491,104
Rent	233,190	(167,847)	65,343
Net surplus/(deficit) from ordinary activities for the year	1,798,356	(305,177)	1,493,179
Statement of Financial Position			
Property, plant and equipment	30,482,853	(247,471)	30,235,382
Right-of-use assets	-	1,853,192	1,853,192
Current Lease liabilities	-	39,822	39,822
Current other liabilities	-	48,650	48,650
Current employee benefits	402,050	439,187	841,237
Non-current other liabilities	-	430,102	430,102
Non-current lease liabilities	-	2,716,806	2,716,806
Retained earnings	17,252,792	(2,068,845)	15,183,947

16 Contingencies

In the opinion of those charged with governance, the Company did not have any contingencies at 31 December 2019 (31 December 2018: None).

17 Related Party Transactions

Members of the Board and Senior Management may have children at the College and engage in financial transactions in this capacity.

The Board are not remunerated for their role as directors.

The following transactions occurred with related parties:

- A board members company secured a grant on behalf of the Company to develop a Solar Tree. The grant was paid to the Company for \$25,000 and payment was made to the board members company to construct the Solar Tree.
- A former Secretary and former Acting CFO is an owner of MIT Services. MIT Services were paid \$600,358 for the financial year ended 31 December 2019. This includes IT services and leased assets.

Brindabella Christian Education Limited

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Notes to the Financial Statements

For the Year Ended 31 December 2019

18 Cash Flow Information

(a) Reconciliation of result for the year to cashflows from operating activities

	2019	2018
	\$	\$
Surplus/(deficit) for the year	1,680,258	1,493,179
Non-cash flows in surplus/(deficit)		
- depreciation and amortisation	1,561,247	964,738
- impairment of receivables	162,597	11,274
Changes in assets and liabilities:		
- (increase)/decrease in trade and other receivables	(858,359)	616,659
- increase/(decrease) in trade and other payables	(375,915)	(213,110)
- (increase)/decrease in other liabilities	8,207	(183,561)
- increase/(decrease) in employee benefits	(30,957)	277,527
Cashflows from operations	<u>2,147,078</u>	<u>2,966,706</u>

19 Events after the end of the Reporting Period

COVID-19

Subsequent to the balance date, there has been a global outbreak of Coronavirus disease (COVID-19) that has caused a significant impact to the global economy. There is no adjusting events to the financial statements as at 31 December 2019, however this outbreak may have an impact to the Company's future operations.

The Company is unable to determine the financial impact of the crisis on the organisation at the time of signing however the Board believe that the Company will be able to pay its debts as and when they become due and payable for a foreseeable future.

Borrowings

The Company's loan are due to expire in 2020. The Company is currently in negotiations with the bank for these to be rolled over for a further term. The Board does not believe there is any reason why these loans would not be rolled over.

Other

Except for the above, no matters or circumstances have arisen since the end of the financial years which significantly affected or may significantly affect the operations of the Company, the results of those operations or the state of affairs of the Company in future financial years.

20 Statutory Information

The registered office and principal place of business of the company is:

Brindabella Christian Education Limited
136 Brigalow St,
Lyneham, ACT 2062

Brindabella Christian Education Limited

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Directors' Declaration

The Directors of the Company have determined that the Company is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in Note 1 to the financial statements. The directors declare that:

- there are reasonable grounds to believe that the registered entity is able to pay all of its debts, as and when they become due and payable; and
- the financial statements and notes satisfy the requirements of the *Australian Charities and Not-for-profits Commission Act 2012*.

Signed in accordance with subsection 60.15(2) of the *Australian Charities and Not-for-profit Commission Regulation 2013*.

Director

A large grey rectangular redaction box covers the signature area. To the right of the box, a dotted line extends horizontally across the page.

Dated

22.10.2020

Brindabella Christian Education Limited

Independent Audit Report to the members of Brindabella Christian Education Limited

Report on the Audit of the Financial Report

Opinion

We have audited the financial report of Brindabella Christian Education Limited, which comprises the statement of financial position as at 31 December 2019, the statement of profit or loss and other comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, and the directors' declaration.

In our opinion the financial report of Brindabella Christian Education Limited has been prepared in accordance with Division 60 of the Australian Charities and Not-for-profits Commission Act 2012, including:

- (i) giving a true and fair view of the Company's financial position as at 31 December 2019 and of its financial performance for the year ended; and
- (ii) complying with Australian Accounting Standards to the extent described in Note 1, the Australian Charities and Not-for-profits Commission Act 2012 and Division 60 of the Australian Charities and Not-for-profits Commission Regulation 2013.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report. We are independent of the Company in accordance with the auditor independence requirements of the Australian Charities and Not-for-profits Commission Act 2012 (ACNC Act) and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the Code) that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Basis of Accounting

We draw attention to Note 1 to the financial report, which describes the basis of accounting. The financial report has been prepared for the purpose of fulfilling the Company's financial reporting responsibilities under the ACNC Act. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Brindabella Christian Education Limited

Independent Audit Report to the members of Brindabella Christian Education Limited

Material Uncertainty Related to Going Concern

We draw attention to note 1(j) of the financial statements, which indicates the Company's current liabilities exceeds its current assets by \$14,771,420 as at 31 December 2019. As disclosed in Note 11 to the financial statements the Company has bank loans classified as a current liability of \$14,301,203 under finance facilities which expire during 2020. As stated in note 1(j) the company is currently renegotiating these facilities and believes an agreement will be achieved. Until such time as the finance facilities have been renegotiated and approved a material uncertainty exists that may cast significant doubt on the company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of the Board for the Financial Report

The directors of the Company are responsible for the preparation of the financial report that gives a true and fair view and have determined that the basis of preparation described in Note 1 to the financial report is appropriate to meet the requirements of the ACNC Act and the needs of the members. The directors' responsibility also includes such internal control as the directors determine is necessary to enable the preparation of a financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the directors are responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

Brindabella Christian Education Limited

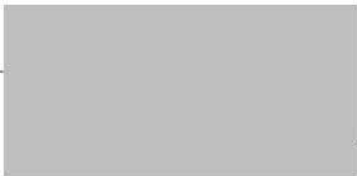
Independent Audit Report to the members of Brindabella Christian Education Limited

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.



Saward Dawson



Peter Shields
Partner
Blackburn

Dated 22 October 2020