



Bishop's Chancery
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29th December 2014

Re: Trust Deed for Metropolitan Andrei Sheptytsky School Building Fund (MASSBF)

Trust Deed cannot be found. Originating motion with Supreme Court of Victoria to have the MASSBF Trust Deed reinstated by a court order.

Rules attached.

Yours Sincerely

✠Peter Stasiuk C.Ss.R. AM
Eparch for Ukrainian Catholics in
Australia, New Zealand and Oceania

RULES OF THE METROPOLITAN ANDREI SHEPTYTSKY SCHOOL BUILDING FUND

1 PREAMBLE

- 1.1 Ukrainian Schools Council of Victoria (**USCV**) conducts a school formerly known as Ukrainian Catholic Cathedral Parish School but now called Metropolitan Andrei Sheptytsky School (**School**) from premises at 35 Canning Street, North Melbourne, Victoria. USCV is the umbrella structure for Ukrainian community language schools in Victoria and is a society or organisation which is carried on otherwise than for the purposes of profit or gain to its individual members.
- 1.2 The School provides organised instruction and teaching in the Ukrainian language and instruction for the VCE (its VCE registration name is Ukrainian Community School (North Melbourne Campus) provider number 01806) by qualified teachers. The School is accredited as an after hours ethnic school Languages other than English provider by the Department of Education and Training, Victoria and is in receipt of government funding. There are approximately 150 pupils who attend the School on a regular and continuing basis throughout the normal school year.
- 1.3 It is desired to establish a school building fund which has gift deductible status pursuant to item 2.1.10 of the table in sub-section 30-25(1) of the Income Tax Assessment Act 1997 (as amended from time to time and including any successor legislation) (**Tax Act**).

2 NAME

- 2.1 The name of the fund is Metropolitan Andrei Sheptytsky School Building Fund (**Fund**).
- 2.2 Receipts for gifts to the Fund shall be issued in that name.

3 PURPOSES

- 3.1 The Fund is a public fund and is established and will be maintained solely for providing money for the acquisition, construction or maintenance for a building used, or to be used, as a school by USCV.
- 3.2 Without limiting Rule 3.1, "building" includes:
- (a) one building, a group of buildings, a part of a building or additions to a building; and
 - (b) fixtures which are affixed to, and form part of, a building (such as ducted heating systems, fixed air conditioning systems and floor coverings that are fixed to the floor of the building).

4 PUBLIC FUND

- 4.1 It is the intention of the USCV that the public will be invited to contribute to the Fund and that a significant portion of the public will in fact contribute to the Fund.
- 4.2 The Fund will be administered or controlled by the Eparch of the Church and at least three members for the time being of the College of Consultors (together **Trustees**) of the Ukrainian Catholic Church in Australia, Eparchy of St Peter and Paul of Melbourne (**Church**). All of the Trustees are persons who, because of their tenure of some public office or their position in the community, have a degree of responsibility to the community as a whole (**Responsible Persons**) within the meaning of the relevant taxation rulings (including taxation ruling TR 95/27).

5 APPLICATION OF FUNDS

- 5.1 The income and/or capital of the Fund may be applied for the purposes set out in Rule 3 including without limitation:
- (a) purchase costs and other expenses associated with the purchase of land for which there are definite plans to construct a building to be used as the School or part of the School;
 - (b) payment of construction costs or equipment and material purchase expenses and associated financing costs;
 - (c) payment of maintenance costs of the School buildings, including painting, repairs and building insurance;
 - (d) purchase of fixed floor coverings, capital improvements and installing and maintaining fixtures; and
 - (e) administration costs of the Fund, including bank fees, trustees indemnity insurance, accounting costs, audit fees and fundraising expenses.
- 5.2 Monies in the Fund will not be distributed or paid to the Trustees of the Fund except as reimbursement for out of pocket expenses incurred on behalf of the Fund or as proper remuneration for administrative services.
- 5.3 The Trustees may invest and lend monies comprising the Fund (and realise and transpose those investments) for bona fide and temporary arrangements consistent with achieving the Fund's purposes with all reasonable speed.

6 APPOINTMENT AND REPLACEMENT OF TRUSTEES

- 6.1 There shall be a minimum of four Trustees of the Fund at all times.
- 6.2 The Trustees shall be appointed, and may be replaced at any time, by a notice in writing of the Eparch.
- 6.3 A majority of the Trustees must at all times be Responsible Persons.
- 6.4 A Trustee may retire at any time by notice in writing to the other Trustees.
- 6.5 On and from the effective date of retirement of a Trustee, the retiring Trustee is discharged from further performance of his or her obligations and duties as a

Trustee and must do all things and sign all documents as may be necessary or desirable to vest in the continuing Trustees (including any new or replacement Trustee) all of the money, property and investments of the Fund.

7 PROCEEDINGS OF THE TRUSTEES

- 7.1 The Trustees shall meet as often as they see necessary and they may regulate their meetings in accordance with these rules, the Statutes for the College of Consultors and otherwise as they see fit.
- 7.2 Three Trustees (one being the Eparch) personally present shall be a quorum for a meeting of the Trustees.
- 7.3 All decisions of the Trustees must be by majority decision.

8 GIFT FUND

- 8.1 The Trustees will establish and maintain the fund as a gift fund which meets the requirements of subsections 30-120(4), (5) and (6) of the Tax Act.
- 8.2 Without limiting Rule 8.1:
- (a) all gifts of money and property and any income derived from such money, property or other investments arising out of such gifts shall be paid in to or credited to the gift fund and the gift fund shall not receive any other money or property;
 - (b) a separate bank account shall be opened and maintained for the gift fund and only gifts and income received because of such gifts, shall be received or credited to the gift fund; and
 - (c) receipts for gifts to the Fund shall be issued in the name of the Fund and the name of the gift fund is not required, but proper accounting records and procedures will be kept and used to properly identify the gift fund and record its transactions.

9 BANK ACCOUNT

- 9.1 Subject to Rule 8, all monies belonging to the Fund shall as and when received shall be paid in to the Fund's bank account.
- 9.2 All cheques and other negotiable instruments shall be drawn in the name of the Fund and shall be endorsed in such manner as the Trustees shall determine from time to time.

10 VARIATION OF RULES

The Trustees may with the prior written consent of the Eparch, at any time and from time to time vary, delete or add to any of the provisions of these Rules, but no amendment shall be made which would cause the Fund to lose its income tax deductible status.

11 WINDING UP

If upon the first occurrence of the revocation of the Fund's endorsement as a deductible gift recipient under subdivision 30-BA of the Tax Act or the winding up or dissolution of the Fund, there remains, after the satisfaction of all its debts and liabilities, any property or money whatsoever, the remaining assets shall be given or distributed to some other fund, authority or institution approved by the Eparch and being a fund, authority or institution to which income tax deductible gifts can be made.