



The HAF Jewish Bursary Program

H.A.F. Pty Limited, in its capacity as trustee for The Hyman Abramovich Foundation (ABN 66 767 476 579) (**HAF**) is committed to supporting the education and development of Jewish students of Masada College (ABN 61 000 544 758) (**Masada College**). In alignment with its philanthropic mission, HAF has established the HAF Jewish Bursary Program to provide financial assistance to Jewish families, ensuring that access to quality Jewish education at Masada College remains attainable.

These Terms and Conditions outline the eligibility criteria, application process, and key provisions governing the HAF Jewish Bursary Program. By applying for a bursary pursuant to the HAF Jewish Bursary Program, Applicants acknowledge and agree to comply with the requirements set forth herein. The program is administered by Masada College on behalf of HAF, and all decisions regarding bursary awards remain at the sole discretion of the HAF.

The HAF Jewish Bursary Program reflects our shared commitment to nurturing future generations through education, community, and Jewish values.

1. Eligibility

To qualify for the HAF Jewish Bursary Program, a student must:

- (a) be Jewish;
- (b) be enrolled at Masada College.

2. Application Process

- (a) One or both parents or legal guardian or guardians of a student who is eligible pursuant to clause 1 or is Jewish and in the process of being enrolled at Masada College (**Applicant**), if they wish to apply to the HAF Jewish Bursary Program, must complete an online application form and provide all the requisite details and documents including the following:
 - (1) the student's full name and date of birth;
 - (2) full names of both parents (including any maiden names) of the student;
 - (3) documentation to substantiate that the student is Jewish, which will be either by provision of:
 - (A) a copy of the ketubah (Jewish marriage contract) of the student's parents or grandparents; or
 - (B) a letter from a Rabbi verifying that a parent or a grandparent of the student is Jewish.
- (b) HAF reserves the right to request additional documentation to assess the eligibility of an Application.

- (c) Admission to the HAF Jewish Bursary Program is at the sole and absolute discretion of the HAF and will be constituted by written notice to the Applicant.

3. Terms and Conditions

- (a) For the school year, the HAF Jewish Bursary Program will contribute 40% of a Participating Student's standard tuition fee (excluding levies and mandatory charges) by HAF (together with and subject to funding from its other separate funding partners) making payment directly to Masada College. The Applicant irrevocably directs HAF to make such payment to Masada College on the Applicant's behalf.
 - (1) In order to ensure the sustainability of the HAF Jewish Bursary, the HAF Jewish Bursary will not be available to those students who receive a discount on their tuition fees, other than those students who receive means tested educational funding or have been awarded a scholarship or another bursary.
- (b) While it is intended to continue offering the Bursary to each Participating Student at this 40% level for their future school years at Masada College, the amount of the Bursary (if any) in respect of each future school year, may change in accordance with these terms and conditions.
- (c) Annual Tuition fees remain subject to changes as determined by the Masada College Board.
- (d) An Application in respect of a Participating Student occurs once (i.e. at the time of the initial Application) unless otherwise required by HAF.
- (e) The Bursary may be withheld or suspended if the Masada College financial account in respect of a Participating Student is in arrears for more than 1 month (unless the Applicant and Masada College agree to a payment plan in respect of the arrears). It may be reinstated once the account ceases to be in arrears.
- (f) The Bursary is and will continue to be a discretionary gift from HAF. There is no guarantee that the Bursary will continue or be provided in any future school year in respect of any Participating Student (whether in its current form or as varied from time to time). Without limitation, it is acknowledged that:
 - (1) the Bursary is jointly funded by HAF and other separate funding partners, and remains at all times subject to each of those parties providing their respective funding, which is not guaranteed; and
 - (2) the 40% contribution amount of the Bursary applies only for the school year, and there is no representation or guarantee that the contribution amount will remain 40% in any future school year; the contribution amount may be increased, reduced or otherwise varied from year to year.
- (g) If HAF discovers that any of the information provided by the Applicant in respect of a Participating Student is false or misleading, HAF may in its sole discretion discontinue the Bursary in respect of that Participating Student and require the Applicant to repay all or any part of the Bursary paid in respect of that Participating Student.
- (h) The Bursary in respect of a Participating Student may be revoked on behalf of the Participating Student if:
 - (1) the financial account in respect of that Participating Student remain in arrears for more than 1 month (or, if there is a payment plan pursuant to clause 3(d), an amount payable pursuant to the terms of that payment plan have not been made within the relevant timeframe);

- (2) the Participating Student is suspended due to misconduct for more than 7 days in aggregate in a single calendar year (whether on a single occasion or over multiple occasions); or
 - (3) the Participating Student ceases to be enrolled at Masada College.
- (i) HAF reserves the right to modify or terminate the HAF Jewish Bursary Program at any time with at least 90-days prior notice, including reducing the amount of the Bursary or any of the terms of this document, without the need for HAF to provide an explanation. No Participating Student or any other party shall have any claim or recourse against HAF, Masada College or any other party or person if the amount of the Bursary is reduced or if the HAF Jewish Bursary Program (including any of the terms of this document) is varied, suspended or terminated (for any reason).
 - (j) HAF is not required to provide reasons for the exercise of its discretion in accordance with these terms and conditions or any of its decisions in respect of the administration of the program generally or specifically in relation to a particular student or Participating Student.
 - (k) The Applicant consents to HAF making enquiries of Masada College in respect of any matter to be considered by HAF under this document (including the disclosure by Masada College of any personal information relating to a Participating Student, the status of the fee account of a Participating Student, the enrolment status of a Participating Student and the number of days suspended in a calendar year in respect of a Participating Student).
 - (l) This document is governed by the laws of New South Wales.
 - (m) This document contains the whole of the agreement and understanding between the Applicant (and where relevant, the Participating Student) and HAF in respect of the HAF Jewish Bursary Program and entirely supersedes any other prior communications or representations in respect of the HAF Jewish Bursary Program made by HAF or on behalf of HAF by any other person.

4. Interpretations

- (a) In this document, unless the context clearly indicates otherwise:
 - (1) **Application** means a formal request submitted by the Applicant under clause 2.
 - (2) **Bursary** means the financial assistance provided in respect of a Participating Student pursuant to the HAF Jewish Bursary Program.
 - (3) **HAF Jewish Bursary Program** means the financial assistance initiative established by HAF to support Participating Students through tuition fee contributions, subject to the terms and conditions of this document.
 - (4) **Jewish** means in respect of a person:
 - (A) who meets the criteria under the Israeli statute of the Law of Return (5710-1950) as amended from time to time; or
 - (B) who has at least one parent or grandparent (including through legal adoption) who:
 - (i) was born Jewish (as recognised by the Orthodox Halacha); or
 - (ii) has undergone a conversion under the auspices of the Sydney Beth Din (or a Beth Din which is recognised by the Sydney Beth Din) or another conversion process which would be recognised by the senior rabbi of the Emanuel Synagogue (Woollahra).

- (5) **Participating Student** means a student admitted into the HAF Jewish Bursary Program.
- (6) **Rabbi** means:
 - (A) the senior rabbi of a Synagogue anywhere in the world which would be recognised by the Sydney Beth Din;
 - (B) the senior rabbi of the Emanuel Synagogue (Woollahra); or
 - (C) the senior rabbi of a Synagogue anywhere in the world which would be recognised by the senior rabbi of the Emanuel Synagogue (Woollahra).
- (b) Headings are inserted for convenience only and do not form part of this document.