



G8 Education Limited

ABN: 95 123 828 553

Interest Rate Policy





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1. Policy & Principles

1.1. Policy

This Interest Rate Policy establishes the framework for managing G8's interest rate risks related to its current debt holdings and current deposits (as at February 2013). G8 is required to act in accordance with the covenants within its Facility Agreement and prudent commercial principles.

A sound policy is essential to ensure risks are fully recognised, managed and recorded in a manner consistent with:

- a. G8's Board of Directors' (Board) management philosophy;
- b. Commonly accepted industry practice and corporate governance;

All staff members responsible for interest rate risk management are required to understand G8's objectives and risk appetite, as well as the limits of their authority.

These issues will be addressed through the continuing evolution of this policy, which is to be reviewed at intervals of no more than 12 months.

1.2. Policy Approval

The Board approves the Interest Rate Risk Management Policy and no part of the Policy document may be amended without Board approval.

The Board delegates authority for the implementation of this policy to Management. Management will comply with this policy and where any breach of policy has occurred, the Managing Director is to be advised immediately. The Board is to be advised of the nature and quantum of any breach at the next Board meeting. Advices of breaches to the relevant party will outline what will be done to rectify the breach or will seek approval for the breach.

1.3. Sources of Risk

G8 is an ASX listed child care centre operator which is partially funded by an AUD syndicated term loan facility. The rate of interest on the loan for each interest period is calculated as the aggregate of the applicable margin; the applicable Bank Bill Rate and if the interest period is less than 90 days, 0.20%.

Due to the floating rate nature of the facility G8 is exposed to interest rates rising as it has little ability to pass on increases in interest expense through its normal business operations.

G8 must adhere to the financial covenants embodied in the loan facility agreement which include an interest cover ratio. While there is currently significant headroom on covenant ratios, as G8 grows and as debt levels increase, there will be a greater imperative to protect against negative market movements.



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It is recognised the implementation of an interest rate risk management program introduces additional risks to G8, the management of which are covered within this policy. These additional risks primarily relate to the introduction of credit and operational risks.

1.4. Risk Management Objectives

The primary objectives of G8 are:

- a. To be a profitable and leading provider of high quality, developmental and educational childcare services; and
- b. To deliver secure, stable and expected returns on investment.

The interest rate risk management objective centres on reducing G8's exposure to market interest rates to assist the Company in the meeting of its primary objectives.

2. Organisational Structure and Responsibilities

The Management function is structured to ensure all interest rate exposures are properly supervised and executed within the policy guidelines established by the Board.

The Board is ultimately responsible for ensuring G8 has effective policies in place for the management of risks given the underlying objectives of the company and potential impact on G8's financial position.

Responsibility for the management and control of the interest rate risks faced by G8 are categorised into two main groups:

- a. The Oversight Group (G8 Board of Directors) and
- b. The Executive and Administration Group – Managing Director; Chief Financial Officer, Chief Operating Officer and External Treasury Advisor

(Procedural details are outlined in Section 3.3)



3. Interest Rate Risk

3.1. Definition

The risk that G8 will suffer financial loss due to adverse movements in market interest rates

3.2. Specific Objectives

- To manage G8's interest rate exposure to provide greater stability and certainty with respect to cash flows.
- To ensure compliance with interest cover covenants under the Company's borrowing facilities.
- To minimise the impact of adverse interest rate movements through the use of interest rate risk management tools.

3.3. Risk Management Approach

G8's interest rate risk management approach involves establishing and maintaining a base level of interest rate hedging using a combination of limiting and/or non-limiting cover. The interest rate exposure will be managed on a gross basis (i.e. the interest rate positions on deposits and debt are *not* netted for risk management purposes).

G8 holds deposits as part of its ongoing working capital and investment requirements only. Given the intended use of these funds, deposits will be kept short term with maturities of less than 6 months.

Interest rate swap contracts and collars may be described as limiting hedge contracts. The contracts are limiting in the sense that the hedge contract limits participation in favourable market movements and obliges settlement at reset dates/maturity dates when the contract is out of the money. The financial outcome of collars differs from a swap only in that the collar allows some price participation in market movements.

Non-limiting cover involves the outright purchase of interest rate caps which allows G8 to fully participate in favourable market movements of interest rates.

The following table sets out the level of interest rate hedging permissible for the life of the current debt facility.

G8 Interest Rate Hedging as a % of its floating exposure		
Period	Minimum Hedge	Maximum Hedge
2013	50%	80%
2014	50%	80%
2015	50%	80%

3.4. Approved Instruments

G8 will be restricted to using the instruments below to hedge their floating interest rate risk:

- a. Interest Rate Swaps
- b. Interest Rate Caps and Collars
- c. Fixed rate facility – where G8 may fix the interest rate on the underlying facility rather than hedging via a separate derivative instrument.

Where possible, interest rate derivative transactions will be transacted on a competitive tender basis using a minimum of two counterparties.

4. Operational Risk

4.1. Definition

The risk that G8 will suffer financial loss due to error, fraud, mismanagement, or unauthorised use of financial instruments

4.2. Specific Objective

To safeguard the financial resources of G8 through efficient operations and to ensure that all interest rate risk management activities undertaken comply with the Board approved policy.

4.3. Management Approach

To meet the objective: G8 will establish a segregation of duties for transacting such that no one person is responsible for initiating, confirming and settling a transaction.

- a. The Board authorises the undertaking of all hedge transactions.
- b. Thereafter any two of the MD, CFO or COO jointly agree on the execution timing, counterparty and specific transaction terms.
- c. The external treasury advisor executes the transaction and confirms the transaction details.

All approved counterparties must have an ISDA (International Swaps & Derivatives Association) Master Agreement in place before any transactions can be entered into.

4.4. Performance Measurement and Reporting

An exceptions register is to be maintained to document the following:

- a. Failed settlements; and
- b. Any breach of Policy.

All exceptions are to be reported to the MD and the Board.

Serious negligent or fraudulent action must be reported immediately to the MD and the Board.

Confirmed or suspected fraudulent action shall also be reported to the MD immediately.

5. Counterparty Credit Risk

5.1. Definition

Counterparty credit risk is defined as the potential financial loss associated with a customer or a financial counterparty's unwillingness, inability or failure to meet its financial obligations.

In the context of G8's interest rate risk management activities, the likely sources of counterparty credit risk are:

- a. Non-performance of obligations with respect to a contract where a financial counterparty is unwilling or unable to meet payment on demand or at maturity;
- b. Downgrading of a financial counterparty's credit worthiness; and
- c. Funds on deposit (i.e. where access is denied to money market or trading accounts).

5.2. Specific Objective

To safeguard G8's financial resources through the effective implementation of credit review procedures which minimise the risk of default or other loss.

5.3. Measurement

Counterparty credit risk exposure is recognised on the basis of:

- a. Marked-to-market revaluations of hedged positions (i.e. particularly when the MTM is in-the-money) and
- b. Face value of money market deposits.

5.4. Management Approach

To mitigate the potential for loss arising from a financial counterparty's unwillingness, inability or failure to meet its financial commitments against contractual obligations.

The key elements of G8's approach to the management of counterparty credit risks are:

- a. G8 will determine the credit worthiness of financial counterparties based on Standard & Poor's rating service.
 - b. G8 will only deal with counterparties that are approved by the Board and which hold a 'A' rating or better.
 - c. In the event of a counterparty credit downgrade, any outstanding positions will be assessed and, if deemed necessary, remedial action will be taken to immediately reduce exposure to the counterparty.
 - d. To avoid undue concentration of exposures, where possible, G8 will endeavour to deal with a range of financial counterparties to spread this credit risk.
 - e. The counterparty list will be re-affirmed annually or on any credit event.
 - f. Appendix 1 details the approved counterparties for interest rate risk management transactions.
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6. Accounting Treatment And Disclosure

Accounting practices for financial instruments are in continuous evolution. G8 will monitor the changes with respect to financial instruments and accounting policies and will respond to new developments in terms of market best practice.

G8 will make tax, legal and accounting judgments when reviewing and evaluating the impact of hedging decisions, based upon independent professional advice supplied from its Auditors, Tax Advisors or other advisors when required.

To reduce volatility of economic earnings, G8 has elected to adopt Hedge Accounting and complies with the accounting standard AASB 139.

7. Reporting

The Chief Financial Officer will report to the Board providing:

- a. A suite of reports semi-annually comprising mark-to-market valuations, hedged exposure analysis and transaction listing for all interest rate hedging and deposits. The frequency of transactional reporting will increase if there are hedges in place with non-lenders to monitor credit exposures;
- b. Details of any policy compliance breaches including any hedging limit breaches as soon as detected;
- c. Details of any material issues with respect to serious negligence, fraudulent action or breaches of policy as soon as detected;

Credit ratings will be monitored by G8 on an ongoing basis and in the event of any downgrade or breach of the counterparty credit risk parameters, it will be immediately reported to the Managing Director and reported to the Board at the next opportunity;

Hedge accounting reports will be generated semi-annually and will include:

- a. Mark to Market valuations of all hedging instruments,
- b. Effectiveness testing results, prospective & retrospective.

8. Review & Update

The Executive and Administration Group is responsible for ensuring the content of this policy is kept current at all times.

This Policy should be reviewed at intervals of no more than 12 months.



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Appendix 1 Approved Counterparties

Counterparty Name	Short Term Rating*	Long Term Rating*
Australia and New Zealand Banking Group Ltd	A1+	AA
Commonwealth Bank of Australia Ltd / Bank of Western Australia	A1+	AA
Westpac Banking Corporation Ltd/ St George Bank Ltd	A1+	AA
National Australia Bank Ltd	A1+	AA

As quoted by Standard & Poor's (correct as at October 2012)





Appendix 2 PRODUCT DESCRIPTIONS

Interest Rate Swap

An interest rate swap is an OTC derivative instrument under which two parties agree to exchange interest rate cash flows, based on a specified notional amount from a fixed rate to a floating rate (or vice versa) or from one floating rate to another. There are many variants which may be structured to meet specific needs. The type most likely to be used by G8 is a same currency fixed for floating swap which would be used to convert a floating rate loan into a fixed rate loan. It is described below.

One party to the swap (e.g. G8) commits to pay interest at a fixed rate, while the other party (e.g. Counterparty Bank) commits to pay interest at a floating interest rate on a notional principal amount for a predetermined period of time. The two parties agree a fixed rate, which is settled against a nominated floating reference rate (e.g. BBSW) at predetermined intervals (e.g. monthly, quarterly, semi-annually) throughout the life of the swap.

The use of this instrument to fix loan facilities removes uncertainty with respect to future interest rate movements and more importantly protects against increases in floating interest rates. The terms of the swap are generally selected to exactly match the interest rate terms of the loan.

It is a limiting hedge, in that it limits positive market price participation and obliges a settlement for difference (between the fixed and floating rate) by G8 for out of the money scenarios.

Advantages

- Known interest rate cost over the life of the swap
- Protects against interest rate rises (when the user is fixed rate payer) for the life of the swap
- If matched to underlying hedged item, will achieve 100% hedge effectiveness
- No upfront premium is required to be paid by G8.

Disadvantages

- No participation in lower variable interest rates (i.e. limiting)
- Hedge ineffectiveness will occur only if G8 is over-hedged, in which case the excess will be subject to P&L impact
- There may be a cost to unwind/close the hedge at a future point if the position is OTM
- Bank credit facilities are required

At each rollover/reset date the difference between the prevailing floating reference rate and the fixed swap rate is paid to or by G8;

- Where the floating reference rate is higher than the swap rate, G8 will receive a net payment from its counterparty bank.
 - Where the floating reference rate is less than the swap rate, then G8 must make a net payment to its counterparty bank.
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At each interest payment date, the underlying debt is rolled at the floating reference rate for the same period as the swap such that the net interest cost of the loan is the fixed swap rate.

Interest Rate Cap/Floor

An interest rate cap (Cap) is a derivative instrument under which the buyer receives payments at the end of each period when the prevailing interest rate exceeds the agreed option strike.

An interest rate floor (Floor) is a derivative instrument under which the buyer, in exchange for an upfront premium, receives payments at the end of each reset date when the prevailing interest rate is below the agreed strike price.

The most likely application for G8 will be to protect against a rise in interest rates. In this scenario G8 will purchase a Cap from a counterparty bank. If the interest rate exceeds the rate agreed on the cap then G8 will receive a payment with the net effect being that that G8's borrowing costs are 'capped' at the strike rate.

The Cap is usually structured to match the terms/reset dates of the loan

This is a non limiting hedge, in that it allows favourable market movement participation while obliging no settlement from G8.

Advantages

- Maximum interest rate cost over the life of the Cap is established.
- Allows participation in lower variable interest rates (e.g. non-limiting)
- If hedging is no longer required the remaining Caps (or caplets), can be sold back to the counterparty.

Disadvantages

- Requires payment of an upfront premium
- To be economical, the Caps are generally established at strike levels above the prevailing interest rates thus exposing G8 to greater upside risk on interest rates.
- Where the Cap strike rate is set closer to the at-the-money swap rate and the term to maturity increases, the premium payable for the options also increases.

Outcomes at each reset date:

If the floating reference interest rate is above the interest rate strike of the Cap then G8 will receive a payment from its counterparty reflecting the difference between the rates. G8's cost of debt is based on the Cap interest rate.

If the floating reference rate is less than or equal to the interest rate strike of the cap, then G8 will receive no payment, the option will expire worthless for that period and G8's cost of debt is based on the prevailing floating rate as though no hedge was in place.





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Interest Rate Collars

An interest rate collar (Collar) is an option based derivative structure which involves the simultaneous purchase and sale of a Cap and Floor. The strikes are usually selected such that the premiums net to zero.

The most likely application for G8 will be to protect against a rise in interest rates. In this scenario G8 will purchase an interest rate Cap and simultaneously sell an interest rate Floor which will offset the cost of the Cap. The structure provides G8 with a known protection band. G8 is protected against an increase in interest rates beyond the strike rate of the bought Cap and participates in falling interest rates up to the strike of the Floor i.e. the benefits of falling rates are limited to the strike of the Floor.

It is a limiting structure in the sense that participation in favourable market movements is limited to the strike of the sold floor.

Advantages

- Establishes a maximum interest cost over the life of the Collar at the Cap strike;
- Allows some participation in decreasing rates to the Floor strike;
- It can be structured to be a zero premium payable hedging solution.

Disadvantages

- Hedging lines are required.
- Opportunity cost potential on the sold Floor. G8 carries the obligation to pay the difference, if positive, between the Floor strike rate and lower prevailing BBSW rate.
- It is slightly more difficult to close-out prior to maturity than an IRS. There may be a cost to close out depending on the relative value of the Cap and Floor.

Outcomes at each reset date:

If the floating reference interest rate is above the interest rate strike of the Cap then G8 will receive a payment from its counterparty reflecting the difference between the rates and G8's cost of debt will be based on the Cap rate.

If the floating reference rate is between the interest rate strikes of the Cap and Floor, then no payments will be made or received and the options will expire worthless for that period. G8's cost of debt will be based on the prevailing floating rate.

If the floating reference interest rate is below the interest rate strike of the Floor then G8 will make a payment to its counterparty reflecting the difference between the rates and G8's cost of debt will be based on the Floor rate.

