



Black tape: Aboriginal heritage in Victoria

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May 2026

The battleground

Drive from Melbourne's CBD, and within an hour you will find yourself on the front line of a war between Aboriginal corporations and developers—developers eager to build houses for Victorians in desperate need of them.

Aboriginal heritage is noble when approached with maturity. A purpose of the *Aboriginal Heritage Act 2006* (Vic) (Heritage Act) is to “promote respect for Aboriginal cultural heritage”.¹ A mature heritage regime would seek to preserve important heritage, artefacts, and more, while using the process to learn about hunter-gatherer peoples and understand their lives. Instead, the regime encourages industrial-scale scrutiny, keeping paid, often untrained people in the field for as long as possible and passing the bill to developers, who then pass it on to buyers.

Three simple and all-too-common examples are that a Registered Aboriginal Party (Party), which has a monopoly on the rights to assess cultural heritage in its area, will invoke a ‘chance find’ protocol. This means that the developer, having been given permission to excavate an area with a ‘known artefact scatter’, can be stopped at the behest of a Party, and the area permanently cordoned off. The area, which may contain nothing more significant than any other part of the site, can be cauterised, losing valuable land. Another demand is a ‘100 per cent salvage’. The standard protocol in archaeological work is to sample, recover artefacts from a small area, and catalogue them. There is nothing more to be learned by going beyond. The 100 per cent protocol makes it mandatory to keep digging and paying, for no benefit other than the Party. Not least, while a Party can indicate that it wishes to be involved in a Plan, it is under no obligation to attend in a timely manner, thereby stalling the Plan and the development indefinitely.

While the Heritage Act seeks to ‘establish processes for the timely and efficient assessment of activities that have the potential to harm Aboriginal cultural heritage’,² some provisions undermine this process. Too many property developers are forced to give in to Parties granted excessive leeway under the Heritage Act. Collectively, these Parties cover almost 80 per cent of Victoria (see the Appendix). In the year to 30 June 2025, these Parties recorded \$177 million in revenue. This figure does not reflect the true cost of the legislation. Most Parties insist on a 1:1 ratio of professional/archaeological field workers to Traditional Owner field workers. Developers pay Heritage Advisor firms for fieldwork, recording, analysis, and reporting. The highest costs arise when Parties are unable or unwilling to deploy Traditional Owner field teams in a timely manner. Costs also rise when project redesigns are required to avoid heritage impacts, when valuable space is lost, and when uncertainty at any stage leads to the abandonment of usable space or entire projects.

¹ *Aboriginal Heritage Act 2006* (Vic), s1(d)

² *Aboriginal Heritage Act 2006* (Vic), s3(g)

What to do

The Party under the Heritage Act is judge and jury. This is bad legislation. The best option is to amend it. Three essential changes are to abolish the ‘chance find’ protocol, the ‘100 per cent recovery’ option and the veto provision.³ As for the latter, while the Party has 14 days to inform the developer whether it intends to participate in an assessment,⁴ there is no obligation to attend or proceed within a commercial timeframe. A ‘walk-on’ provision would overcome this veto. The provision would specify that if the Party does not cooperate within a specified period, the developer may proceed.

In the absence of legislative change, there is an option to seek a remedy under Commonwealth law. Every Party in Victoria is registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth) (CATSI). As such, they risk failing to comply with that Act if they do not uphold their obligations under it, as well as with numerous other Acts that regulate the behaviour of Australian corporations.

This paper sets out the risks for Parties in Victoria arising from breaches and failures by directors and officers to comply with their obligations, duties, and responsibilities under those many Acts.

This paper makes no allegations of wrongdoing against any Party or heritage advisors, but developers should take note and act accordingly.

The Aboriginal Heritage Act

The Heritage Act has created an industry in Victorian Aboriginal cultural heritage through its key features.

The main actors:

- The *Sponsor* is the person seeking to undertake the activity, in this case, a development, and is required to prepare a cultural heritage management plan (Plan).⁵
- A *Registered Aboriginal Party* is a corporation responsible for an area, the primary source of advice to government, and with the power to evaluate, approve or refuse to approve plans.⁶
- A *Heritage Advisor* is engaged by a sponsor and is qualified in a discipline relevant to the management of Aboriginal cultural heritage.⁷

³ *Aboriginal Heritage Act 2006* (Vic), s50

⁴ *Aboriginal Heritage Act 2006* (Vic), s55(2)

⁵ *Aboriginal Heritage Act 2006* (Vic), Part 1

⁶ *Aboriginal Heritage Act 2006* (Vic), Part 10

⁷ *Aboriginal Heritage Act 2006* (Vic), s189



There are also *authorised officers* and *Aboriginal heritage officers* who ensure compliance with the Act. The latter may be an employee of a Party.⁸

The Party's power to evaluate and approve or refuse Plans is central to the scheme.⁹ The Heritage Act provides that a Party may participate in the assessment and has the right to evaluate the Plan. The sponsor must seek the Party's approval before proceeding with a Plan. In Victoria, it is common for Parties to participate in assessments in every instance, even when their involvement would add substantial delays and costs to a project carried out by the developer.

A Plan may be prepared by a Party or a developer,¹⁰ but the sponsor of the Plan must engage a *Heritage Advisor*.¹¹ A Plan includes the results of an assessment of the potential impact of a proposed activity on Aboriginal cultural heritage. It also outlines measures to be taken before, during, and after the activity to manage and protect Aboriginal cultural heritage in the activity area.¹² Agreements to protect heritage are ongoing but cannot take effect without the relevant Party's consent.¹³

A Party has power over the development because it not only has to approve a Plan, but also because the Heritage Act provides that "other authorisations are suspended until a Cultural Heritage Management Plan is prepared," including under the *Planning and Environment Act 1987* (Vic). The development can be stopped dead in its tracks by a Party's refusal to accept a Plan.

The Heritage Act provides that "A registered Aboriginal Party must act in good faith in the discharge of its functions and in the exercise of its powers under this Act."¹⁴ Although the Heritage Act places the onus on each Party to "use reasonable efforts to co-operate with the sponsor [developer],"¹⁵ in practice, the provision suspending approvals may be weaponised by Parties as a veto.

The Heritage Act grants a Party sole-provider standing. It has a monopoly over all Aboriginal cultural heritage within a geographic area defined and registered with the Victorian Government (see the Appendix). The developer cannot avoid the Party responsible for the area under development.

The relationship between the developer, the Advisor, and the Party is complex. While the developer pays the Advisor and team, the Party is paid from the developer's or the Advisor's funds. Because the Party must be consulted in the assessment, should it choose to be involved, and has a veto over the process, it can demand all sorts of conditions, effectively overruling the professional. At the very least, responsibilities are unclear in areas such as occupational health

⁸ *Aboriginal Heritage Act 2006* (Vic), s159 and 165B

⁹ *Aboriginal Heritage Act 2006* (Vic), part 4

¹⁰ *Aboriginal Heritage Act 2006* (Vic), s44

¹¹ *Aboriginal Heritage Act 2006* (Vic), s58

¹² Cultural Heritage Management Plans | <https://www.firstpeoplesrelations.vic.gov.au/cultural-heritage-management-plans>

¹³ *Aboriginal Heritage Act 2006* (Vic), s72

¹⁴ *Aboriginal Heritage Act 2006* (Vic), s149

¹⁵ *Aboriginal Heritage Act 2006* (Vic), s59(3)



and safety, insurance, the award under which Party workers are engaged, and the qualifications of those people to participate in the assessment.

It is worth noting that a Heritage Advisor is bound by a Code of Conduct, under which the individual is obliged to ‘cultural respect’ rather than to a professional standard of practice or to the developer. The Code is a government code drafted to ensure that the Advisor owes the developer no duty of care, whether in a professional or commercial capacity. A breach of the Code would result in the Advisor being removed from the Heritage Advisor list and therefore being unable to work in this field, under this Heritage Act, in this capacity. Advisors must take care to avoid any actual, potential, or perceived conflicts of interest under the Code, but it is hard to see how they could avoid them. When the Advisor is evaluating heritage for a developer (the payer), the Party has the power to determine many of the conditions under which the Advisor delivers services to the developer.

Parties may complain that they are overwhelmed by the volume of work they are invited to undertake across multiple developments in their large regions, and by the scarcity of those with authority within very small Aboriginal descendant groups who can cover the ground. However, the incentive to be involved in everything all the time is so strong that they rarely exercise self-restraint or discretion when choosing sensible assessment options. There has to be a reconsideration of the Act’s scope, the Parties’ ability to intervene, the quality of scrutiny, and the worthiness of heritage.

At present, there is too much power in the Parties’ hands and too few remedies for developers.

Victorian remedy not available

The primary regulators and responsible agencies for allegations of misconduct are ordinarily the Victorian First Peoples – State Relations and the Victorian Aboriginal Heritage Council. The Council has numerous functions under the Act, including managing the Parties’ operations. Unfortunately, the Council’s complaints procedure will address only the activities a Party undertakes in its capacity as a Party. The Council may suspend or revoke the registration of a Party “if the Council believes on reasonable grounds that the Party has failed to act in good faith ... in the discharge of any of its functions or the exercise of any of its powers under the [Heritage] Act.”¹⁶ Of course, doing so would require the Council, which comprises Aboriginal men and women with close ties to, or even membership of, the subject Party, to act against one of its own.

Because this paper concerns the behaviour of directors, officers and employees of the corporation rather than the corporations’ conduct in their functions as Parties, the allegations

¹⁶ *Aboriginal Heritage Act 2006* (2006), s156



fall outside the Aboriginal Heritage Council's scope. The Council cannot consider complaints about Parties that are unrelated to these matters.

Further, the Victorian Civil and Administrative Tribunal has limited utility in regulating Victorian Aboriginal heritage activities. Its jurisdiction is limited to approving Plans, deciding whether to refuse to issue a Cultural Heritage Permit, determining the conditions of a Cultural Heritage Permit, and issuing Protection Declarations. Complaints about other matters should be directed to the Office of the Registrar of Indigenous Corporations or another appropriate authority.¹⁷

Office of the Registrar of Indigenous Corporations

There may be a remedy for developers who argue that a Party is not addressing the matters at hand in good faith. A breach of Commonwealth or State legislation (other than the Heritage Act) may also constitute a breach of the CATSI Act. For example, the CATSI Act sets out the duties and powers of directors, other officers, and employees, as well as the role of the corporation board, which includes ensuring that the corporation complies with the CATSI Act and other applicable laws.¹⁸

The role of the corporation's officers includes:

- *Duty of care and diligence.* Officers must exercise their powers and perform their duties with due care and attention.
- *Duty of good faith.* Officers must exercise their powers and perform their duties honestly and in the corporation's best interests.¹⁹

The Registrar can apply to a court for a 'declaration of contravention' if a director fails to take care or act diligently in their duties. Fines, director disqualification, or criminal proceedings may follow. In addition to ORIC, all Parties must comply with various Commonwealth and Victorian legislation that is not specific to Aboriginal heritage. A breach of the CATSI Act may be established where a Party breaches an act or regulation administered by any of these regulators:

- Australian Charities and Not-for-profits Commission
- Australian Competition and Consumer Commission
- Australian Taxation Office
- Fair Work Australia, and
- WorkSafe Victoria.

¹⁷ Complaints against Parties | (<https://www.aboriginalheritagecouncil.vic.gov.au/complaints-against-registered-aboriginal-parties>)

¹⁸ *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*, Part 6-4

¹⁹ Office of the Registrar of Indigenous Corporations | (<https://www.oric.gov.au/for-corporations/roles-and-responsibilities/officers>)

Australian Consumer Law

Perhaps the most productive avenue for seeking a remedy for a heritage regime in Victoria that rewards bad faith by some players is the *Australian Consumer Law*²⁰ and the *Competition and Consumer Act 2010* (Cth). Under this regime, consumers have the right to expect certain things when they buy a product or service.²¹

How the contract between the developer, the Advisor, and the Party is treated at law is worth exploring. A Party's standard practice is to use the Advisor as the go-between in commercial arrangements. This practice may undermine standard contractual arrangements between the client and the supplier. For example, under the present arrangements, the developer is left in limbo because the client-supplier relationship is clouded, and the 'customer', in this case, the Party, is dictating terms to the supplier, the developer, and the Advisor.

Matters to consider

A commercial contract will require each Party to meet a standard of performance when fulfilling their contractual obligations. Typically, this means the Parties exercise care, skill, and diligence when performing their obligations. Where someone fails to meet the standard of performance required by the contract, it may constitute a breach of contract. These matters are particularly acute under the Heritage Act because it confers monopoly status on the Parties, rendering comparable service impossible.

It is a cultural heritage best practice for the traditional owners to be active participants in fieldwork for non-technical tasks, such as ground clearing, excavations, and sieving. In this way, every person deployed to the site is productive and genuinely participating in cultural works, and the developer gets value for money.

However, a standard condition of Victorian site assessments is a 1:1 fieldwork ratio. For example, when a site requires a senior archaeologist and a supporting team of four to clear the work area, excavate, sieve soil, analyse finds, and map the site, those five specialists must be observed by five unqualified traditional owners. A developer who needs a team of five people on site must pay for ten.

The five observers may or may not participate in ground clearing, excavation, sieving, and related tasks. It is highly unlikely that the five observers have the qualifications to critique the archaeological team's work. The traditional owners are required to be on-site, even though there is no clear objective, and it is unclear to whom they are answerable for the integrity of the archaeological finds or for on-site safety. It is a standard condition of the Parties' fieldwork that if the traditional owners decide to leave the site at any time during the day, all work must cease.

²⁰ <https://consumer.gov.au>

²¹ Consumer rights and guarantees | ACCC (<https://www.accc.gov.au/consumers/buying-products-and-services/consumer-rights-and-guarantees>)

Cartel conduct

The Competition and Consumer Act 2010 bans business behaviours that harm competition.²² In Victoria, the Parties do not compete with each other because they have no geographic overlap. However, there may be a pattern of behaviour across the corporations that leads a developer to tolerate poor conduct by any Party. A developer may accept that ‘this is the way things are done in Victoria’ if the developer has projects in multiple areas. Parties should be alert to the risk of anti-competitive communication and cooperation among businesses, which could breach federal competition law.

Judging from the Parties that publish their fee schedules on the Party websites, there is a complex set of possible charges, many of which are at the corporation’s discretion. The developer will need to navigate additional charges for cultural specialists, minimum cancellation charges, and surcharges for administration fees, travel, accommodation, mileage, and more. An argument could be made that this constitutes anti-competitive communication and cooperation among businesses, which, if proven, would breach federal competition law.

Misleading or deceptive conduct

Australian Consumer Law prohibits misleading or deceptive conduct, including conduct likely to mislead or deceive. Parties purport to act in the best interests of their members, protecting and nurturing their culture. However, because there is a finite number of traditional owners and an incentive to maximise earnings from assessment work, Parties will sometimes engage outsiders. The Party must be competent, and untrained or unknowledgeable workers cannot fulfil the role.

Every Plan under the Heritage Act must list the names of all persons involved in the initial site assessment and any subsequent subsurface testing and excavation. A prudent developer would obtain the names of all personnel representing the Party and review the publicly available data. A prudent developer would compare the latest corporate membership list with the field worker list for their project. It is reasonable for a developer to expect that all field workers for the Party are, in fact, members of the corporation or at least bona fide traditional owners entitled to membership of the corporation, even if that entitlement has not been exercised. A Party deploying non-traditional owners to the field could be argued to engage in misleading or deceptive conduct.

Unconscionable Conduct

Australian Consumer Law bans unconscionable conduct. Unconscionable conduct is conduct that defies good conscience. To be unconscionable, conduct must be more than merely unfair or unreasonable. Consumer law normally applies to a willing customer with a choice of suppliers - that is not how the services being delivered for Victorian Aboriginal heritage could be described. From the outset, the Parties have the market to themselves. They do not have to negotiate, nor

²² Competition and anti-competitive behaviour | ACCC (<https://www.accc.gov.au/business/competition-and-exemptions/competition-and-anti-competitive-behaviour>)



are they subject to any time constraints on their supply of services. A Party has 14 days to indicate its involvement in an assessment. However, there is no limit on how or when they will be involved. Such posturing could arguably be used by a Party to intimidate or harass a developer.

Read in its entirety, the Code of Conduct removes the usual professional obligations an archaeologist would have to their sponsor or client in any other jurisdiction. The Code contains only two minor references to sponsors; however, the commercial arrangements established by the Party overwhelmingly outweigh the sponsors' interests. In practice, the Sponsor must appoint a registered Heritage Advisor as its representative. Arguably, the Code requires the Advisor to accept any contractual terms dictated by the Party. Despite a contract with the developer, the Code binds the Advisor to the Party, so the Advisor arguably must act in the Party's best interests.

In an allegation of unconscionable conduct, a court may consider the relative bargaining positions of the supplier and the customer. In Victoria, the Party has total control over commercial arrangements for heritage services and compliance. Under the Heritage Act, the 'customer' (the developer) has little, if any, bargaining power and no legal entitlement to shop elsewhere.

A court may also consider whether any undue influence, pressure or unfair tactics were used. Again, the Heritage Act grants the Parties full control. The cultural heritage booking forms used by the Parties set out the terms and conditions that developers must accept in full at the time of application for a meeting, fieldwork, or any other assistance. It is, of course, highly irregular for a supplier to dictate the 'standard terms and conditions' to the customer. However, the power imbalance is such that developers will accede, as refusing would mean the end of their project.

Wrongly accepting payment

Australian Consumer Law makes it an offence to accept payment in circumstances where the person will not be able to supply the goods or services within the specified period. A person must not, in trade or commerce, accept payment or other consideration for goods or services if, at the time of acceptance, there are reasonable grounds to believe the person will not be able to supply the goods or services within the specified period.²³

Under the Australian Consumer Law, when booking and paying for fieldwork, the corporation must deliver the services within a specified or reasonable time. The notion of 'reasonable time' is always case-specific; however, the developer may insist that the Party provide a timeframe. This is entirely consistent with the legislative requirement for the Party to act in good faith and with the Party's obligation to cooperate with the developer. The Victorian Aboriginal Heritage Council's Code of Conduct for Parties requires corporations to be prompt, clear, and consistent, and to provide advice, opinions, or any other input into a project in a timely manner. The practice is that the Party requires payment in full before it can tell you when the service will be supplied. There may be months between payment and fieldwork.

²³ *Australian Consumer Law* Schedule 2, Part 3-1—Unfair practices, Division 1 - False or misleading representations



When a developer submits a request for a meeting or cultural heritage fieldwork, the Party issues a tax invoice, even if the fieldwork is to be carried out by the Party. The meeting or fieldwork will not be booked until payment is received, despite the Australian Consumer Law requiring the Party to deliver the services within a specified or reasonable time frame.

Online fieldwork request booking forms used by numerous Parties include a standard condition stating that “Payment of all accounts must be made on or before fourteen (14) days from the date of invoice unless prior written arrangements have been made.”²⁴ However, contrary to consumer law, bookings for meetings and work “are not finalised until confirmed by the Registered Aboriginal Party.”²⁵ Anecdotally, developers can wait weeks or even months for a booking time.

This practice is locked in by another common ‘standard condition’ that provides that by signing and submitting the booking request form, the developer and its Advisor “confirm that the submission of this booking form is acceptance by them of all terms and conditions associated with the booking, including terms of trade and cancellation fees.”²⁶ A flat rate per Party cultural heritage officer, per job, per day is charged and calculated by the Party. Again, this is to be paid up front while the developer waits for a timeslot to schedule the fieldwork. Of grave concern is when a Party ends work part-way through the day. A common standard policy for Parties is that if heritage officers leave the site early for OH&S reasons, fieldwork must cease for the day, even though the full day will still be charged. Anecdotally, Parties cancel fieldwork for various reasons, including a porta-loo being more than 100 metres from an excavation pit, the grass being too long, or a forecast of rain later in the day.

Developers are well aware that attempts to operate on ‘normal’ commercial terms are likely to invite delays or place a project at risk, even when some Parties take the issue of payment beyond the bounds of reasonableness. For example, the booking form is an application for credit. When requesting a cultural service, the developer must authorise the Party to obtain credit information on the developer’s personal, consumer, and commercial creditworthiness from any disclosed bank or trade referee, and from any other credit provider or credit reporting agency. The developer must also consent to the Party sharing the developer’s credit history with other credit providers. Oddly, the Party makes it clear in the standard terms that it will provide nothing to any developer unless and until it has received payment in full.

While a prudent developer should question the legality of the booking form, in Victoria, tolerating dubious conditions appears to be an accepted part of doing business with Parties.

²⁴ Observation of a fieldwork request form.

²⁵ Observation of a fieldwork request form.

²⁶ <https://www.planning.vic.gov.au/guides-and-resources/guides/planning-practice-notes/aboriginal-heritage-act-2006-and-the-planning-permit-process>

Occupational Health and Safety

Every worker on any site is entitled to a safe working environment and peace of mind, knowing what will happen in the unfortunate event of an on-site calamity. This peace of mind would be greatly enhanced if the client and supplier were clear about all safety arrangements. However, as a standard practice, the Parties obscure these arrangements for fieldwork. Most developers would have to breach their internal safety and insurance policies to accept the Party's terms.

To lodge a fieldwork request, a developer must accept the Party's standard terms and conditions. These terms typically require the client (the developer) to accept all of the Party's policies. In some instances, they also designate the Heritage Advisor as the party engaging the Party. While this may sound illogical and unsafe, it gives the Party absolute discretion over the length of any working day. It also guarantees full-day pay for partial-day work.

A prudent developer would insist on absolute clarity on insurance and compliance with the *Occupational Health and Safety Act 2004* (Vic) for every worker on its property, regardless of their contract or employer. A prudent developer would also insist on knowing the applicable award for all workers on site, regardless of their contract or employer. It is reasonable for the client to receive the contractor's Certificates of Currency for insurance. It is also reasonable for the contractor to be bound by the proponent's insurance requirements.

The conduct of Party personnel should be governed by internal Party policies and by any relevant workplace legislation and regulations, including the *Occupational Health and Safety Act 2004* (Vic) and any guidelines or directives issued by WorkSafe Victoria and the Environment Protection Agency. This should also include incorporating Party or Party Applicant Conditions and Cultural Values into the Cultural Heritage Management process.

Crimes Act

In Victoria, blackmail is a criminal offence involving threats, intimidation, or coercion to obtain property, services, or another benefit. It is common for a Party to act as if it has an 'assumed veto' over development. As a result, the Victorian developer's project is effectively at the Party's mercy, with no prospect of accountability. Subject to the commercial arrangement being met, the Party may choose to allow a project to proceed or stall it indefinitely. Developers are well aware that upsetting the Party invites cost and delays.

In every instance, the Party can set terms on a 'take it or leave it' basis, regardless of their reasonableness. If a developer objects to the commercial terms set by the Party, the developer places the project and all future projects at risk. In this way, the Party can, at its absolute discretion, dictate the amount of fieldwork required and, therefore, the revenue earned by the Aboriginal corporation's field workers, who merely observe the archaeological work. There is no lawful justification or excuse for making such a demand.

There are (at least) two main ways a Party can make a demand without lawful justification. The first is to require a substantial body of fieldwork, which conflicts with the Heritage Act's operation. For instance, this includes insisting that the developer fund works or changes to the



project design under the pretext of avoiding harm, even when the local Aboriginal group is unable to ascribe cultural heritage significance to artefacts under local tradition.

It would be a very courageous developer who questions the Party about archaeological methodology or the cultural heritage significance. To do so would most likely be the ‘kiss of death’ for its project.

Conclusion

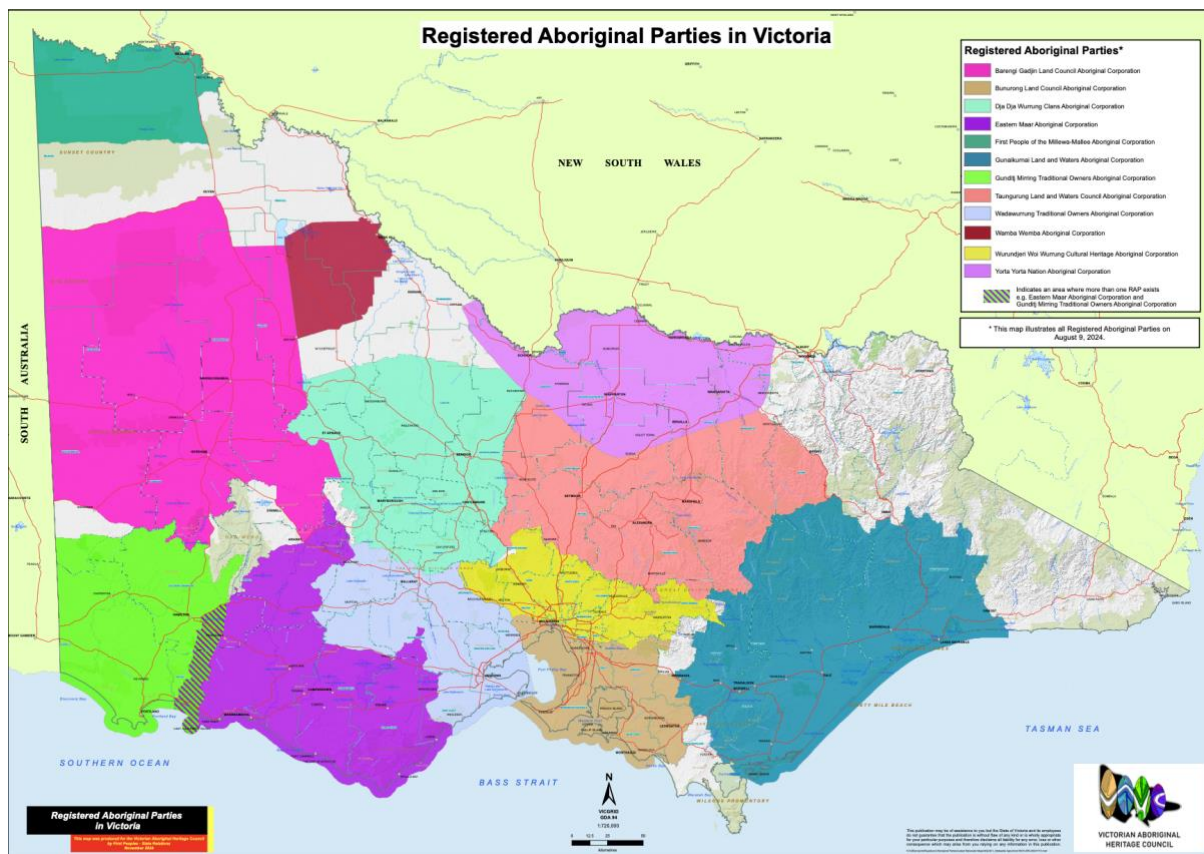
Much of the behaviour of Victorian Registered Aboriginal Parties stems from their assumption that they have a veto over all development within their area of responsibility. Under the Heritage Act, other authorisations are suspended until a Cultural Heritage Management Plan is prepared. As a result, a Victorian developer’s project is effectively at the Party’s mercy, with no prospect of accountability. Subject to the commercial arrangement being met, the Party can allow a project to proceed or stall it indefinitely.

A great deal of the uncommercial behaviour of the Parties appears to stem from this assumed veto and the lack of oversight. This may explain a wide range of behaviours that would not ordinarily be tolerated in a marketplace of competing service providers and buyers with choice.

In any other commercial setting, a buyer who does not like a particular service on offer is, of course, free to shop elsewhere. This is not the case in Victoria for Aboriginal heritage and compliance. The buyer is locked in with a sole supplier and must accept whatever terms, costs, or delays the supplier imposes.

Victorians want their houses, and they do not take kindly to black tape.

Appendix



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