

AGREEMENT

**CAULFIELD PARK SENSORY PLAYSPACE
DONATION**

CAULFIELD PARK COMMUNITY FINANCIAL SERVICES LIMITED

AND

GLEN EIRA CITY COUNCIL

THIS AGREEMENT is made on 7 February 2023

PARTIES

Caulfield Park Community Financial Services Limited ("CPCFS")

ABN: 11 068 049 178

Community Bank Caulfield Park

193 Balaclava Road, Caulfield North, VIC 3161

Glen Eira City Council ("GECC")

ABN: 65 952 882 314

of PO Box 42 Caulfield South 3162

THE PARTIES AGREE THAT:

1. DEFINITIONS

"**LG Act**" means the *Local Government Act 2020 (Vic)*.

"**Commencement Date**" means the date specified in clause 2.

"**Personal Information**" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

"**Principles**" means the principles set out in clause 3 of this agreement.

"**Playspace Project**" means the Caulfield Park Playspace Project.

"**Schedule**" means a schedule to this agreement.

"**Sign**" means the sign acknowledging the donation of CPCFS towards the Playspace Project .

2. PRINCIPLES OF THIS AGREEMENT

The parties enter into this agreement on the basis that:

- (a) the parties will act in good faith;
- (b) there are common interests which can be advanced through co-operative discussions and effort;
- (c) service improvements, offering or efficiencies can be gained through collaboration;
- (d) there are no political or legal impediments to collaborating.

3. ACTIVITIES BY THE PARTIES

- 3.1 CPCFS will make a donation offer of \$90,000 plus GST, towards the Playspace Project.
- 3.2 GECC will contribute the balance of the funds towards the completion of the Playspace Project
- 3.3 It is agreed the Sign will be of A4 size, with the wording to be determined by both parties.
- 3.4 It is agreed that the Sign will remain in perpetuity, for the life of Playspace.
- 3.5 It is agreed that all maintenance and refurbishment of the Sign will be the responsibility of GECC.
- 3.6 It is agreed that following the agreement of the partnership terms GECC will invoice the CPCFS once the Playspace Project has reached practical completion.
- 3.7 Payment will be paid by CPCFS within 30 days of receiving the invoice from GECC.
- 3.8 It is agreed that the Playspace will be officially opened by the Mayor and Chairman of CPCFS (or suitable representative via a formal opening ceremony that would incorporate speeches, photographs and subsequent media promotion.

4. PRIVACY AND CONFIDENTIALITY

- 4.1 Each party will protect the confidentiality of information provided and passed to each other under this agreement.
- 4.2 Unless otherwise agreed in writing, neither party will disclose any information provided to it by the other party unless the information is in the public domain or required to be provided by law.
- 4.3 The party proposing to disclose personal information will notify the other party to obtain their consent in writing before any such disclosure, pursuant to any relevant privacy laws in place at the time.

5. LIABILITY AND INDEMNITY

GECC is liable for and agrees to indemnify and keep indemnified CPCFS and its directors, employees and agents against all claims, demands, actions, liabilities, losses, costs, charges and expenses sustained or incurred by, or made against, CPCFS in connection with or arising directly or indirectly from the use of the Playspace by the community, however so arising.

6. NOTICES

In accordance with GECCs Philanthropic Partnership Policy this agreement will

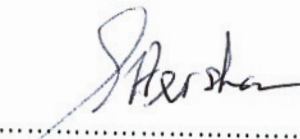
be made public on GECC's website.

7. APPLICABLE LAW

This agreement is governed by and construed in accordance with the laws of the State of Victoria.

EXECUTED as an agreement.

SIGNED by Caulfield Park Community Financial Services Limited by its authorised Representative in the presence of

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) 
.....
GARY HERSHAN





Signature of Witness

Mark Landis

Name of Witness

SIGNED by Glen Eira City Council by its authorised representative in the presence of

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Signature of Witness

Sue Blizzard

Name of Witness