

Date 01/04/2020

Donation Agreement

Glen Eira City Council

and

The Donor Specified in the Schedule

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Agreement

Dated / /

Parties

Name	Glen Eira City Council
Address	Corner Glen Eira and Hawthorn Roads, Caulfield
Email	mail@gleneira.vic.gov.au
Short name	Council

Name	The Person Specified in the Schedule
Address	The Address Specified in the Schedule
Email	The Email Specified in the Schedule
Short name	Donor

Background

- A. The Donor voluntarily and unconditionally offers to make the Donation to Council for the purpose described in this Agreement.
- B. The parties acknowledge that the Donation is a genuine gift and, except as expressly set out in this Agreement, does not create any entitlement, expectation of benefit or preferential treatment.

1. Definitions

In this Agreement, unless the context otherwise requires:

Commencement Date means the date specified as such in the Schedule;

Council Activities means the activities described in the Schedule;

Donation means the donation as described in the Schedule;

Public Holiday means a public holiday, within the meaning of the Public Holidays Act 1993, applying in the Municipal District;

Schedule means the schedule to this Agreement;

Party's Representative means -

- a. the person named as the party's representative in the Schedule; or
- b. any other person nominated in writing by that party.

2. Construction of Terms

- 2.1 In this Agreement, unless inconsistent with the context:
- (a) headings and underlinings are for convenience only and do not affect interpretation;
 - (b) words expressed in the singular include the plural and vice versa;
 - (c) a reference to a gender includes a reference to each other gender;
 - (d) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
 - (e) a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;
 - (f) a reference to any Act, regulation, proclamation, planning scheme, local law or by-law includes all Acts, regulations, proclamations, planning schemes, local laws or by-laws amending, consolidating or replacing same;
 - (g) a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act;
 - (h) a reference to a party in a document includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators, administrators and legal personal representatives; and
 - (i) a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document.

3. Interpretation

Agreement Interpretation

- 3.1 No rule of contract interpretation must be applied in the interpretation of this Agreement to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Agreement.

Severance

- 3.2 If a provision, or part of a provision, in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 3.3 If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of this Agreement.

Counting of Days

- 3.4 Where, under any provision of this Agreement, any notice is to be given, any payment is to be made or anything else must be done:
- (a) in a stated period of days, the stated number of days will exclude Saturdays, Sundays and Public Holidays. Any period of days is deemed to be consecutive if interrupted only by days which are not to be taken into account under this clause; and
 - (b) on a Saturday, Sunday or Public Holiday, the notice may be given, the payment made or anything else done on the next day which is not a Saturday, Sunday or Public Holiday.

Counterparts

- 3.5 This Agreement may be executed in any number of counterparts, all of which taken together constitute one (1) instrument.

Currency

- 3.6 In this Agreement, a reference to "\$" or "dollars" is a reference to Australian dollars.

4. Activities by the Parties

Donation

- 4.1 The parties acknowledge that the Donor provided the Donation described in the Schedule to Council in accordance with the timing and method specified in the Schedule.

Council Activities

- 4.2 Council will apply the Donation for the Donation Purpose and undertake the Council Activities specified in the Schedule.

Limitation of obligations

- 4.3 Except as expressly set out in this Agreement and the Schedule, Council is not required to provide any benefit, service or acknowledgement to the Donor.

5. Publication and Recognition

- 5.1 Council will publish details of the Donation and this Agreement in accordance with its Philanthropic Partnership and Sponsorship Policy on its website within 30 days of the Commencement Date.

- 5.2 Council may redact information where required by law, confidentiality obligations or privacy considerations.
- 5.3 Council may, in its absolute discretion, acknowledge the Donor's contribution through appropriate recognition activities.
- 5.4 Any acknowledgement is subject to Council approval and does not create any ongoing entitlement.
- 5.5 Council may withdraw or modify any acknowledgement of the Donor at any time where Council considers such acknowledgement inconsistent with its policies, community expectations or reputation.

6. No endorsement

- 6.1 Acceptance of the Donation does not constitute endorsement by Council of the Donor, its products, services or activities.
- 6.2 The Donor must not represent or imply Council endorsement without Council's prior written approval.

7. GST and taxation

- 7.1 The parties acknowledge that the Donation is intended to be a voluntary gift and no taxable supply is intended to arise from this Agreement.
- 7.2 Unless expressly stated, no GST is payable in respect of the Donation.
- 7.3 Each party is responsible for its own taxation obligations arising from this Agreement.

8. Termination

- 8.1 Council may terminate this Agreement immediately on written notice if:
 - (a) the Donor breaches this Agreement or Council policy;
 - (b) the Donation becomes inconsistent with Council obligations or community expectations; or
 - (c) continuation would pose reputational, legal or operational risk to Council.
- 8.2 Upon termination, Council may retain and apply any part of the Donation already expended or legally committed. Any uncommitted balance will be dealt with at Council's discretion, acting reasonably and subject to law.

9. Naming rights

- 9.1 Unless otherwise agreed in writing, this Agreement does not grant the Donor naming rights, branding rights or exclusive recognition in respect of Council assets, programs or infrastructure.
- 9.2 The Donor must not use Council's name, logo or branding without Council's prior written approval.
- 9.3 Any publicity, media release or promotional material relating to the Donation must be approved by Council.

10. Donor declaration

- 10.1 The Donor warrants that it is not, at the Commencement Date, involved in:
- (a) a Council procurement or tender process;
 - (b) an approval or regulatory process; or
 - (c) a dispute with Council,
- that could give rise to a perceived or actual conflict of interest.
- 10.2 The Donor warrants that it has disclosed all actual, potential or perceived conflicts of interest relevant to this Agreement.
- 10.3 The Donor warrants that it is not engaged in activities which would render the Donation unacceptable under Council's Philanthropic Partnership and Sponsorship Policy, including engagement in industries or practices inconsistent with Council values or community wellbeing.

11. Procurement integrity

- 11.1 The Donation must not influence, and does not entitle the Donor to influence, any procurement, regulatory, approval or funding decision of Council.

12. General

Amendment

- 12.1 This Agreement may only be varied or replaced by a document duly executed by the parties.

Waiver and exercise of rights

- 12.2 A failure of a party at any time to require performance of any obligation under this Agreement is not a waiver of that party's right to claim damages for breach of that obligation or at any time to require performance of that or

any other obligation under this Agreement unless written notice to that effect is given to the other party.

Governing law and jurisdiction

12.3 This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

Relationship between the Parties

No Partnership

12.4 Nothing in this Agreement shall operate or be deemed to create a partnership between any of the parties to this Agreement.

Several and Joint Liability

12.5 If the Agreement consists of two or more parties, this Agreement binds each of them severally and jointly.

Agency

12.6 The Donor must not:

- (a) hold itself out as being an agent of Council or being in any other way entitled to make any contract on behalf of Council or to bind Council to the performance, variation, release or discharge of any obligation; or
- (b) hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of Council.

No Restriction of Council's Powers

12.7 This Agreement does not fetter or restrict the powers or discretions of Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Donor or the Municipal District.

Notices

Method of Giving Notices

12.8 A notice required or permitted to be given by one party to another under this Agreement must be in writing, addressed to the party to receive it, and:

- (a) handed to that Party's Representative;
- (b) delivered to that party's address;
- (c) sent by prepaid mail to that party's address; or
- (d) sent by email to that party's email address.

Time of Receipt

12.9 A notice given to a party in accordance with sub-clause 12.8 must be treated as having been duly given and received:

- (a) if handed to the Party's Representative, immediately;
- (b) if delivered to a party's address, on the day of delivery;
- (c) if sent by prepaid mail, on the third day after posting; or
- (d) if sent by email, immediately.

Addresses of Parties

12.10 For the purposes of clauses 12.8 and 12.9, the address of a party is the address stated in the Schedule unless notice of another address has been given to the other party.

Schedule

Item	Details
Donor Name:	Visy Paper Pty Limited (ACN 005 803 234) t/a Visy Recycling
Donor Address:	Unit 27-29, 1 International Drive, Westmeadows (Tullamarine) VIC 3049
Donor Email:	██████████@visy.com.au
Donor's Representative	██████████
Council Name:	Glen Eira City Council
Council Address:	PO BOX 2421 Caulfield Junction 3161
Council Email:	mail@gleneira.vic.gov.au
Council's Representative	██████████
Donation	Amount: \$10,000 Type (cash / in-kind): Cash Timing: Payment of the Donation was received from the Donor on Thursday, 16 October 2025. Method of payment: Bank transfer
Donation Purpose	The donation purpose includes the restoration of green spaces, planting trees to create more welcoming and resilient environments for residents in Glen Eira.
Council Activities	Apply Donation for Donation Purpose. Publication and recognition as per clause 5 of the Agreement.
Commencement Date	The date of execution of this Agreement by the parties.

Signing Page

Executed by the parties as an Agreement

Signed Sealed and Delivered for and on)
behalf of **Glen Eira City Council** by its)
authorised officer under delegation)
[Redacted Signature])
.....)



Date: 14/4/2026

Signed Sealed and Delivered for and on)
behalf of **the Donor specified in the**)
Schedule by)
[Redacted Signature])
.....)

Date: 01/04/2026