


30 May 2024

Our Ref: 2024/266642
File No: X102381


Cleanaway Pty Limited
Level 4, 9 Help Street
CHATSWOOD NSW 2067

Dear Paul,


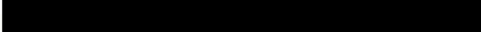
**Domestic, Cleansing (Putrescible) and Parks Waste Receipt, Processing and Disposal Services between City of Sydney ABN 22 636 550 790 (City) and Cleanaway Pty Limited ABN 79 000 164 938 (Cleanaway) dated 21 December 2022 (collectively, the Agreement)
Variation of the Agreement**

I refer to the Agreement.

Terms that are capitalised but not defined in this letter deed have the meaning given to them in the Agreement.

Variation

Cleanaway and City have agreed to amend the Agreement as follows on and from the date of this letter deed:

1. in item 18 of Schedule 1 replace the maximum number of further terms from '2' to '3';
2. in item 6 of Schedule 1 replace 
3. in item 20 of Schedule 1 replace 
4. in paragraph 3.a. of Schedule 3, replace 'bi-monthly' with 'quarterly'; and
5. in paragraph 3.b. of Schedule 3, replace 'bi-monthly' with 'quarterly',
(collectively, the **Variation**)

Cleanaway and City have agreed that clause 12 of the Agreement does not apply to the Variation.

General

- (a) The interpretation provisions set out in clause 1.2 of the Agreement apply to this letter deed.
- (b) This letter deed contains the entire agreement between the parties. Any previous negotiations, contracts, representations, or warranties relating to the subject matter of this letter deed are of no effect.
- (c) This letter deed is governed and construed in accordance with the law of the State of New South Wales.

- (d) This letter deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constituted the agreement of each party who has executed and delivered that counterpart.
- (e) The parties acknowledge and agree to this letter deed being executed electronically, and in counterparts, in accordance with the *Electronic Transactions Act 2000 (NSW)*.
- (f) This letter deed takes effect on the date it is signed by both parties.
- (g) The Agreement will continue in full force and effect, except as varied by this letter deed.

Cleanaway Pty Limited ABN 79 000 164 938 (**Cleanaway**) and the Council of the City of Sydney ABN 22 636 550 790 (**City**) hereby confirms its acceptance of the Variation on the terms set out in this letter deed.

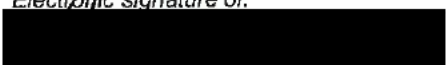
Executed as a deed

Signed for and on behalf of **THE COUNCIL OF THE CITY OF SYDNEY** (ABN 22 636 550 790) by its duly authorised officer in the presence of:



Signature of witness

Electronic signature of:



Name of witness

1/8/24
Dated signed



Signature of authorised officer

Electronic signature of:



Name of authorised officer

Director, City Services

Title of authorised officer

Affixed by me on:

1/08/24
Date signed

This document was signed in counterpart and witnessed over audio visual link in accordance with section 14G of the *Electronic Transactions Act 2000 (NSW)*.

Signed by CLEANAWAY PTY LIMITED
(ABN 79 000 164 938) in accordance with
section 127 of the Corporations Act:

[Redacted signature]

Signature of director

Electronic signature of:

[Redacted name]

Name of director

[Redacted signature]

Signature of ~~director~~/secretary

Electronic signature of:

[Redacted name]

Name of ~~director~~/secretary

30 July 2024

Dated signed

30 July 2024

Date signed

This document was signed in counterpart and witnessed over audio visual link in
accordance with section 14G of the *Electronic Transactions Act 2000* (NSW).