

SERVICE CONDITIONS

PERSONAL PORTER SERVICE AT QVB, THE STRAND ARCADE, THE GALERIES

Service	<ul style="list-style-type: none"> • The Porter Service at QVB, The Strand Arcade and The Galleries (Service) is delivered by Essential Solutions (ACN 158 996 439) (Essential), a porter services delivery partner for Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (Vicinity, we, us or our). Vicinity acts as agent for the Property Owners of the Centres in providing a booking platform for accessing the Service which is delivered by Essential at the Centres. • Bookings must be made on the relevant Centre's website, located at: qvb.com.au, strandarcade.com.au, and thegalleries.com (the Centre's Website). • A single booking for the Service entitles you to: <ul style="list-style-type: none"> ○ A personal Porter to assist with your errands for a 1, 2, 4 or 8 hour session time while you are shopping at the relevant Centre. ○ For bookings at QVB, The Strand Arcade or The Galleries Services may involve the Porter assisting with errands across all three Centres. Errands can include but are not limited to: planning of Centre visits, gift curation and shopping, organising VIP store appointments and restaurant bookings (subject to availability), carrying shopping and other tasks as mutually agreed between you and your Porter. • Essential will endeavour to contact you for a pre-Service phone call to better understand your plans and arrangements requested for making use of the Service. If Essential are unable to contact you prior to your session time, any plans and arrangements requested by you as part of the Service will be limited to those that are able to be made during your session time.
Check-in	Check-in for the QVB, The Strand Arcade and The Galleries Service is at the QVB Concierge Desk, located on the Ground Level at QVB.
Centres	<p>The Service is available at the following Centres:</p> <p>QVB 455 George St Sydney NSW 2000</p> <p>The Strand Arcade 412 – 414 George St Sydney NSW 2000</p> <p>The Galleries 500 George St Sydney NSW 2000</p>
Property Owners	<p>In relation to QVB:</p> <ul style="list-style-type: none"> • Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity QVB Trust (ABN 44 389 838 470); and • Ipoh Property Pty Limited (ACN 086 673 627) in its capacity as trustee of the QVB Retail Trust (ABN 71 726 693 200). <p>In relation to The Strand Arcade:</p> <ul style="list-style-type: none"> • Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity Strand Trust (ABN 58 138 865 783); and • Ipoh Property Pty Limited (ACN 086 673 627) in its capacity as trustee of the Strand Property Trust (ABN 64 323 108 383). <p>In relation to The Galleries:</p> <ul style="list-style-type: none"> • Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity Galleries Trust (ABN 26 170 108 182); and • Ipoh Property Pty Limited (ACN 086 673 627) in its capacity as trustee of the Galleries

	Property Trust (ABN 86 577 818 528).
Service Fees	1 hour - \$60 (incl. GST) 2 hours - \$120 (incl. GST) 4 hours (half day) - \$400 (incl. GST) 8 hours (full day) - \$600 (incl. GST)
Contact	For any queries in relation to your booking please contact us at the relevant Centre by: <ul style="list-style-type: none"> • using the online form available at: QVB https://www.qvb.com.au/about/contact-us The Galleries https://www.thegalleries.com/about/contact-us The Strand Arcade https://www.strandarcade.com.au/about/contact-us • or calling: QVB, The Galleries, The Strand Arcade on (02) 9265 6800
Refund and Cancellation Policy	<ul style="list-style-type: none"> • You may request to cancel your booking by calling us on the phone number provided above. We will provide a full refund of the Service Fees paid by you to the credit card that you used to make your booking, if you request to cancel your booking at least 48 hours before your session time. • If you are late, fail to attend your session time or request to cancel your booking less than 48 hours before your session time, no refund of the Service Fees paid by you will be provided. However, if you believe there are exceptional circumstances, please call us on the phone number provided above. In such circumstances, we may choose whether to grant you a refund of the Service Fees paid by you. We will not unreasonably refuse to grant a refund where the exceptional circumstances limited or prevented Essential from providing the scheduled session as originally planned. • You may request to reschedule your booking by calling us using the phone number provided above. <ul style="list-style-type: none"> ○ If you request to reschedule your booking 48 hours or more before your session time, you can reschedule to another date or time (if available) at no cost. ○ If you request to reschedule your booking less than 48 hours before your session time, your request will be refused, unless there are exceptional circumstances. If you believe there are exceptional circumstances, please call us on the phone number provided above. In such circumstances, we may agree to your request to reschedule to another session time (subject to availability). ○ We reserve the right to reschedule session times if necessary due to circumstances beyond our or Essential's reasonable control. If we need to reschedule a session time, we will if practical notify you of the new session time 48 hours or more before your original session time. If you cannot attend the new session time, a full refund of the Service Fees paid by you will be provided. We are not responsible for any other costs you might incur relating to the rescheduling of session times. • The Service will not proceed if Vicinity or Essential decides in their absolute discretion, whether for health, safety, security, occupancy, operational or resourcing reasons or other reasonable reasons, including but not limited to restrictions on occupancy and/or movement imposed by a government authority, to cancel the Service. A full refund of the Service Fees paid by you will be provided if Vicinity or Essential determines that the Service cannot go ahead. Vicinity and Essential are not responsible for any other costs you might incur relating to Service cancellation.
Service Rules	<ul style="list-style-type: none"> • At the time of booking, you will be prompted to elect a session time of 1, 2, 4 or 8 hours. These are fixed blocks of time that must be used in a single session (for example, you cannot pay for a 4 hour session and then request to split that time over two, two hour sessions). Further, if you do not use the Service for your entire session time (for example, you pay for a 4 hour session but leave the Centre after 2 hours), you will not be entitled to any refund of the Service Fees paid by you, nor will you be able to redeem any outstanding time at a later date.

- You will be assigned a Porter per Essential's rostering arrangements for your chosen session time. You cannot request a different Porter (whether prior to, at the commencement of, or during your session time).
- We will use our best endeavours to make reservations/appointments which you request, but make no guarantees in this respect. Where availability of a Porter is an issue (whether identified prior to or during your session time), we will use our best endeavours to notify you as soon as possible so that alternative plans may be made.
- Please ensure you arrive to check in for the Service at the location relevant to the Centre where you have requested the Service. Check-in for QVB, The Strand Arcade and The Galleries is at the QVB Concierge Desk, located on the Ground Level at QVB.
- All tasks included in the Service are limited to tasks within the Centre premises. However at QVB, The Strand Arcade and The Galleries Services may be performed within the premises of the three Centres. Your assigned Porter cannot perform tasks that take them off the Centre premises.
- While you may bring friends and family with you during your session time, your Porter will be personally assigned to you and will take instructions from you only. Your assigned Porter is not required to take instructions from anyone else in your group.
- Your assigned Porter will not:
 - carry bulky, oversize or overweight goods on your behalf;
 - provide child minding services;
 - handle or store your identification documents (including, but not limited to, passports or driver licences);
 - handle or store your money or credit cards (including cash, debit cards or cheques); or
 - give any assistance or perform any errands that would breach any laws or put the assigned Porter at risk of injury.

COVID-19 safety requirements:

The safety of our customers and staff (and Essential's staff) is our highest priority. You agree:

- to you (and any members of your group) being temperature checked at the time of check-in (maximum 37.4C or you will be required to reschedule your session time);
- to engage in safe hygiene, comply with mask requirements mandated by law, practice social distancing and maintain an appropriate distance from staff and other customers (including your assigned Porter);
- that neither you, nor anyone in your household has been confirmed as having COVID-19, are currently awaiting COVID-19 test results or are a close contact with a confirmed case of COVID-19; and
- that you (and any people who accompany you, including children) are well and that you have not had any cold, fever or flu-like symptoms or respiratory problems within 14 days leading up to your session time.
- In the event of any material breach by you of these Service Conditions, we or Essential may in our or Essential's absolute discretion:
 - cancel your session (whether prior to or during your session time) in which case we may keep the Service Fees paid by you if we are unable to re-allocate your Porter to another consumer for that session time; and/or

	<ul style="list-style-type: none"> ○ require you to leave the Centre; and/or ○ invite you to reschedule your booking. ● Nothing in these Service Conditions establishes an employment relationship between you and the Porter. ● You must at all times act in a sensible, polite, courteous and respectful manner towards your Porter. You must not engage in any conduct that we or Essential reasonably consider offensive, abusive, aggressive, threatening, discriminatory, rude or otherwise inappropriate. ● While you may ask your Porter for advice or guidance, the decision as to whether to purchase any goods or services during, or in connection with, your session is yours alone and you will be fully responsible for paying the relevant purchase price.
--	---

Agreement to these Service Conditions

1. By making a booking for the Service you agree to these Service Conditions, which form an agreement between you and Vicinity as agent for the Property Owners (**Agreement**).
2. This Agreement begins when you:
 - a. complete the online booking process on the relevant Centre's Website; or
 - b. otherwise book for the Service (e.g. by contacting us to assist you to make an online booking on the relevant Centre's Website).
3. All bookings are subject to Vicinity's Booking Terms which are located at <https://www.vicinity.com.au/uploads/pdfs/VICINITY%20BOOKING%20TERMS.pdf>. To the extent that there is any inconsistency between Vicinity's Booking Terms and these Service Conditions, these Service Conditions will prevail.
4. You may redeem any valid promotional code when booking for the Service. To redeem a promotional code, the code should be entered when you are completing the online booking process. Unique promotional codes can only be used by the intended recipient and cannot be transferred to another individual. A promotional code can only be used once and a maximum of one promotional code will be permitted per transaction. Promotional codes cannot be used in conjunction with any other offer including other promotional codes. Promotional codes cannot be exchanged for cash. Promotional codes cannot be used retroactively on transactions that have already been processed.

Liability

5. Consumer guarantees may be applicable to the supply of goods or services by us under the *Competition and Consumer Act 2010* (Cth). Nothing in these Service Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.
6. To the extent permitted by statute the liability, if any, of Vicinity arising from any failure to comply with a statutory guarantee under the Australian Consumer Law, in relation to the supply of goods or services other than goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption, is at our option limited to:
 - (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

7. Vicinity excludes from our relationship with you, so far as it is legally permissible:
 - (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - (b) any liability for indirect, special or consequential loss, liability or damages arising from or in relation to the Service or these Service Conditions, including without limitation any liability for loss of income or revenue, loss or interruption of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill or wasted time, however arising and whether caused by tort (including negligence), breach of contract or otherwise.
8. Vicinity's liability to you for loss, liability or damages of any kind (including, without limitation, in negligence) arising from or in relation to the Service, these Service Conditions or Vicinity's Booking Terms, is capped at the total amount you have paid for the relevant session of the Service, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
9. All references to Vicinity in clauses 6 to 8 inclusive are references to Vicinity and all of the Vicinity Centres Group. **Vicinity Centres Group** means the stapled entity known as Vicinity Centres which is comprised of Vicinity Limited ACN 114 757 783 and Vicinity Centres RE Ltd ACN 149 781 322 as responsible entity for Vicinity Centres Trust ARSN 104 931 928, and its Related Entities. **Related Entities**, in relation to an entity, means: (i) its Related Bodies Corporate within the meaning of the *Corporations Act 2001* (Cth) and (ii) any related entity (which includes a fund, managed investment scheme or a trust) that is directly or indirectly managed, owned or controlled by, or controls or is under common control with, that entity or a fund or trust of which such an entity or Related Body Corporate is the trustee, manager or responsible entity.

Specific limitation of liability

10. The Property Owners specifically limit their liability under the following provisions (**Specific Limitation of Liability Provisions**), which are incorporated in and form part of these Service Conditions.
11. Definitions

In these Specific Limitation of Liability Provisions:

 - a. unless the context states otherwise, a reference to a clause is a reference to a clause in these Specific Limitation of Liability Provisions; and
 - b. the following words have the meanings allocated to them:
 - i. **Assets** includes all assets, property and rights real and personal of any nature and any value whatsoever of the Trust.
 - ii. **Document** means the document of which these Specific Limitation of Liability Provisions are a part.
 - iii. **Land** means the land on which the relevant Centre is constructed and any additional land that the Registered Proprietor designates from time to time to form part of the Centre.
 - iv. **Loss** means all loss, cost, damage, liability, death, injury or other detriment, including legal costs, consequential loss, special loss and economic loss.
 - v. **Obligation** means any obligation, liability, covenant, agreement, undertaking, representation, acknowledgment, warranty, indemnity, guarantee, stipulation, proviso or condition of whatever kind to be observed, performed, met, undertaken or incurred by the Custodian, Responsible Entity, Trustee or Property Owner (as the case may be) under or in respect of this Document or other instrument collateral with this Document or given or entered into under this Document.
 - vi. The **Trust** means the relevant trust or trusts referred to below.
 - vii. **Trust Deed** means the trust deed and any related documentation by which the Trust is constituted from time to time.

Limitation of Liability Clauses – Custodian and Responsible Entity/Trustee

12. For the purposes of clause 13:
 - (a) in relation to QVB, the contracting party is Vicinity Custodian Pty Ltd (ACN 077 870 243)

(Trustee) in its capacity as trustee of the Vicinity QVB Trust (ABN 44 389 838 470) **(Trust)**;

- (b) in relation to The Strand Arcade, the contracting party is Vicinity Custodian Pty Ltd (ACN 077 870 243) **(Trustee)** in its capacity as trustee of the Vicinity Strand Trust (ABN 58 138 865 783) **(Trust)**; and

in relation to The Galleries, the contracting party is Vicinity Custodian Pty Ltd (ACN 077 870 243) **(Trustee)** in its capacity as trustee of the Vicinity Galleries Trust (ABN 26 170 108 182) **(Trust)**.

13. Limitation of Liability of Trustee

- (a) Unless otherwise specifically contemplated in this Document, and subject to clause 13(c), the above Trustee enters into this Document only in its capacity as trustee of the relevant above Trust and in no other capacity. A liability arising under or in connection with this Document is indemnified for the liability out of the property of the Trust. The limitation of the Trustee's liability applies and extends to all liabilities and obligations of the Trustee in any way connected with any representations, warranties, conduct, omission, agreement, or transaction related to this Document.
- (b) Unless otherwise specifically contemplated in this Document, and subject to clause 13(c), a party to this Document may not sue the above Trustee in any capacity other than as trustee in respect of the Trust, including seeking the appointment to the Trustee of a receiver (except in relation to property of the Trust), a liquidator, administrator or any similar person or proving in any liquidation, administration or arrangement of or affecting the Trustee (except in relation to the Trust).
- (c) The provisions of this clause 13 do not apply to any obligation or liability of the Trustee to the extent that it is not satisfied because under the trust deed establishing the Trust, or by operation of law, there is a reduction in the extent, or elimination of, the Trustee's right of indemnification out of the assets of the Trust, or such right does not exist at all, as a result of:
- (i) having incurred the obligation or liability as a result of fraud, gross negligence, wilful default or breach of trust by the Trustee; or
 - (ii) the failure of the Trustee to exercise any right of indemnity it has under the trust deed establishing the Trust in respect of that obligation or liability.

14. Also for the purposes of clause 13:

- (a) in relation to QVB, the contracting party is Ipoh Property Pty Limited (ACN 086 673 627) **(Trustee)** in its capacity as trustee of the QVB Retail Trust (ABN 71 726 693 200) **(Trust)**;
- (b) in relation to The Strand Arcade, the contracting party is Ipoh Property Pty Limited (ACN 086 673 627) **(Trustee)** in its capacity as trustee of the Strand Property Trust (ABN 64 323 108 383) **(Trust)**; and
- (c) in relation to The Galleries, the contracting party is Ipoh Property Pty Limited (ACN 086 673 627) **(Trustee)** in its capacity as trustee of the Galleries Property Trust (ABN 86 577 818 528) **(Trust)**.

15. Limitation of Liability of Trustee

15.1 Definitions

In this clause 15:

- (a) **Assets** includes all assets, property and rights real and personal of any value whatsoever;
- (b) **Ipoh Property** means Ipoh Property Pty Limited (ACN 086 673 627); and
- (c) **Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving upon, Ipoh Property under or in respect of this Document.

15.2 Limitation

This limitation of Ipoh Property's liabilities applies despite any other provision of this Document and extends to all Obligations of Ipoh Property in any way connected with any representation, warranty,

conduct, omission, agreement or transaction related to this Document. The parties agree that:

- (a) Ipoh Property enters into this Document as trustee of the relevant above Trust and in no other capacity;
- (b) the parties acknowledge that Ipoh Property incurs the Obligations solely in its capacity as trustee of the Trust and that Ipoh Property will cease to have any obligation under this Document if Ipoh Property ceases for any reason to be trustee of the Trust;
- (c) subject to clause 15.2(g), Ipoh Property will not be liable to pay or satisfy any Obligations except out of the Assets against which it is actually indemnified in respect of any liability incurred by it as trustee of the Trust;
- (d) subject to clause 15.2(g), the other parties may enforce their rights against Ipoh Property arising from non-performance of the Obligations only to the extent of Ipoh Property's right of indemnity out of the Assets of the Trust;
- (e) subject to clause 15.2(g), if the other parties do not recover all money owing to them arising from non-performance of the Obligations they may not seek to recover the shortfall by:
 - (i) bringing proceedings against Ipoh Property in its personal capacity; or
 - (ii) applying to have Ipoh Property put into administration or wound up or applying to have a receiver or similar person appointed to Ipoh Property or proving in the administration or winding up of Ipoh Property;
- (f) subject to clause 15.2(g), the parties other than Ipoh Property waive their rights and release Ipoh Property from any personal liability whatsoever, in respect of any loss or damage:
 - (i) which they may suffer as a result of any:
 - (A) breach by Ipoh Property of any of its Obligations; or
 - (B) non-performance by Ipoh Property of the Obligations; and
 - (ii) which cannot be paid or satisfied out of the Assets of which Ipoh Property is entitled to be indemnified in respect of any liability incurred by it as trustee of the Trust;
- (g) the other parties acknowledge that this Document is subject to this clause 15 and Ipoh Property will in no circumstances be required to satisfy any liability of Ipoh Property arising under, or for non-performance or breach of any Obligations under or in respect of, this Document or under or in respect of any other document to which it is expressed to be a party out of any funds, property or assets other than the Assets of the Trust under Ipoh Property's control and in its possession as and when they are available to Ipoh Property to be applied in exoneration for such liability provided that if the liability of Ipoh Property is not fully satisfied out of the Assets of the Trust as referred to in this clause 15, Ipoh Property will be liable to pay out of its own funds, property and assets the unsatisfied amount of that liability but only to the extent of the total amount, if any, by which the Assets of the Trust have been reduced by reason of fraud, negligence or breach of trust by Ipoh Property in the performance of Ipoh Property's duties as trustee of the Trust;
- (h) the other parties agree that no act or omission of Ipoh Property (including any related failure to satisfy any Obligations) will constitute fraud, negligence or breach of trust of Ipoh Property for the purposes of this clause 15 to the extent to which the act or omission was caused or contributed to by any failure of any other person to fulfil its obligations relating to the Trust or by any other act or omission of any other person;
- (i) no attorney, agent or other person appointed in accordance with this Document has authority to act on behalf of Ipoh Property in a way which exposes Ipoh Property to any personal liability; and
- (j) despite any other provision of this Document, Ipoh Property is not obliged to enter into any documents contemplated by this Document which it is asked or required to sign unless its liability is limited the manner set out in this clause 15.

Intellectual property rights

16. Vicinity is the copyright owner of the material on the Centre's Website or is licensed by the

copyright owner to use the material on the Centre's Website. All trade marks, brands and names appearing on the Centre's Website are the property of Vicinity or their other respective owners.

17. Your use of the Centre's Website does not grant or transfer any right (including without limitation intellectual property rights), title or interest to you in relation to the Centre's Website or the material published on it. No part of any material on the Centre's Website may be linked to, reproduced, adapted, published, distributed or transmitted without the specific written consent of Vicinity.

Changes to these Service Conditions

18. We may change or update these Service Conditions (including any amount or cost) from time to time, including where we are required to address changes in availability and service demand. The current version will be available on the Centre's Website. You will be required to accept the then-current version when you make a booking for the Service. The version that you accept will be the version that applies to that booking, even if we change or update these Service Conditions before your booked service occurs.

General

19. We may assign, novate or otherwise deal with any of our rights or obligations under these Service Conditions without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
20. The laws of Victoria, Australia govern these Service Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
21. These Service Conditions form the entire agreement between Vicinity and you specifically regarding the Service. That agreement can only be amended by written agreement between us. When you make a booking for the Service, Vicinity's Booking Terms will also apply.
22. If any provision of these Service Conditions is held to be unlawful, invalid or unenforceable, that provision will be deemed severed and where capable the validity and enforceability of the remaining provisions of these Service Conditions will not be affected.