

SERVICE CONDITIONS

THE QVB HISTORY TOUR

Service	<ul style="list-style-type: none"><li>The QVB History Tour (<b>Tour</b>) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>Vicinity, we or us</b>) as agent for the Property Owners of the Centre.</li><li>Bookings for individuals or groups of up to 15 people may only be made on the Centre's website, located at <a href="https://www.qvb.com.au">https://www.qvb.com.au</a> (the <b>Centre's Website</b>). Each Tour will only run with a minimum of 2 people and a maximum of 15 people. Booking requests will only be accepted online from adults 18 years and over. Children may only attend if accompanied by a supervising adult. For bookings of groups of more than 15 people, please contact us using the details below.</li><li>A booking for the Tour entitles you to a 45-minute walking history tour of the QVB, led by a Tour guide. The Tour tells the story of the Queen Victoria Building's construction, near destruction and modern-day preservation, exploring the inside and outside of the building. Whilst visiting the ground floor through to level two, you will discover Romanesque architectural features including stained glass windows, atriums, and the mighty QVB dome.</li></ul>
Meeting Point	Concierge Desk on the Ground Floor (near the George Street entrance)
Centre	Queen Victoria Building ( <b>QVB</b> ), 455 George Street Sydney NSW 2000
Property Owners	<ul style="list-style-type: none"><li>Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Vicinity QVB Trust (ABN 44 389 838 470)</li><li>QVB TC Pty Ltd (ACN 655 078 176) in its capacity as trustee of the Link QVB Trust (ABN 31 532 942 418)</li></ul>
Service Fees	Adults and children over 12 years: \$25 (incl. GST) per person  Children 0 to 12 years are free of charge.
Contact	For any queries in relation to your booking please contact us by email at <a href="mailto:qvb.info@vicinity.com.au">qvb.info@vicinity.com.au</a> or phone on (02) 9264 9209.
Cancellation and Reschedule Policy	<ul style="list-style-type: none"><li>You may request to cancel your booking by calling us on the phone number provided above. We will provide a full refund to the credit card that you used to make your booking if you contact us on the phone number above to cancel your booking at least 48 hours before your booked Tour.</li><li>If you fail to attend your booked Tour or request to cancel your booking less than 48 hours before your booked Tour, no refund 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 (in our absolute discretion) to offer you a refund.</li><li>You may request to reschedule your booking by calling us using the phone number provided above. If you request to reschedule your booking 48 hours or more before your booked Tour, you may be permitted to reschedule to another date or time if there is availability, at no cost.</li></ul>

	<ul style="list-style-type: none"><li>• If you request to reschedule your booking less than 48 hours before your booked Tour, your request will be refused, unless there are exceptional circumstances (which will be determined in our absolute discretion).</li><li>• We reserve the right to reschedule Tour times if necessary due to circumstances beyond our reasonable control. If we need to reschedule a Tour time, we will, if practical, notify you of the new Tour time 48 hours or more before your original Tour time. If you cannot attend the new Tour time, a full refund will be provided. We are not responsible for any other costs you might incur relating to the rescheduling of Tour times.</li><li>• The Service will not proceed if Vicinity decides in its absolute discretion, whether for health, safety, security, occupancy or operational 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. Vicinity will provide a full refund of Service Fees you have paid for a Tour that cannot proceed because Vicinity determines that the Service cannot go ahead. We are not responsible for any other costs you might incur relating to Service cancellation.</li></ul>
<b>Service Rules</b>	<ul style="list-style-type: none"><li>• You must arrive at the Concierge Desk on the Ground Floor (near the George Street entrance) (the <b>Meeting Point</b>) at least ten minutes prior to your booked Tour time. If you are late and the Tour has commenced, the Tour guide will use reasonable efforts to assist you to join the Tour, but we make no guarantees or representations about this.</li><li>• Upon arrival at the Meeting Point, you must present your ticket to the Tour guide (either a digital or hard copy). Your ticket will be attached to your email booking confirmation. The Tour guide will check your ticket and record your attendance.</li><li>• You must comply with all reasonable directions of centre management, including directions from Vicinity's employees, contractors, authorised agents and security personnel. Health and safety are a priority for the running of this Service. You must comply with the following Tour requirements:<ul style="list-style-type: none"><li>- while waiting for the Tour to start you must wait where indicated by the Tour guide and relevant signage (if applicable);</li><li>- you must not attend the Tour if you feel unwell or have any reason to believe that you are or may be infected with COVID-19; and</li><li>- you must comply with any other COVID-Safety measures required by us or as mandated by Government at the time of the Tour.</li></ul></li><li>• You must not engage in anti-social, disruptive, threatening, abusive, unlawful, harassing or otherwise inappropriate behaviour. This includes (for example):<ul style="list-style-type: none"><li>- engaging in conduct that may jeopardise the proper conduct of the Tour or the health and safety of those present; and</li><li>- doing anything that may diminish the good name or reputation of the Centre.</li></ul></li><li>• You must at all times act in a sensible, polite, courteous and respectful manner towards your Tour guide. You must not engage in any conduct that we reasonably consider offensive, abusive, aggressive, threatening, discriminatory, rude or otherwise inappropriate.</li><li>• The content of the Tour is entirely at the discretion of the Tour guide and/or us. The QVB Inner Dome cannot be accessed as part of this Tour. While we</li></ul>

	<p>encourage you to engage in the Tour by asking questions and interacting with your Tour group, you must comply with the reasonable directions of the Tour guide including any time constraints that the Tour guide asks that you and/or the group adhere to. While we endeavour to deliver an exceptional Service, we make no guarantees or representations with respect to the content of the Tour or any expectations you might have with respect to the same.</p> <ul style="list-style-type: none"><li>• In the event of any material breach by you of these Service Conditions, we may:<ul style="list-style-type: none"><li>- cancel your booking (whether prior to or during the Tour) in which case we may keep the Service Fees paid by you if we are unable to re-allocate your booking to another customer for that Tour time;</li><li>- require you to leave the Meeting Point or the Centre; and/or</li><li>- invite you to reschedule your booking using our Cancellation and Rescheduling Policy.</li></ul></li></ul>
--	--

**Agreement to these Service Conditions**

1. By making a booking for the Service or attending the Tour 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 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 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 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.

#### Intellectual property rights

10. 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.
11. 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

12. We may change or update these Service Conditions (including any amount or cost) from time to time. 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 Tour occurs.

#### General

13. 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.
14. The laws of New South Wales, Australia govern these Service Conditions and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in New South Wales.
15. 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.

16. 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.

Specific limitation of liability

17. 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.

18. 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** include 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 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 Registered Proprietor (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 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.

CENTRE	CONTRACTING PARTY	TRUST	SPECIFIC LIMITATION OF LIABILITY CLAUSE THAT APPLIES TO THIS CONTRACTING PARTY
QUEEN VICTORIA BUILDING, NSW	Vicinity Custodian Pty Ltd (ACN 077 870 243) in its capacity as trustee of the Trust (Registered Proprietor / Trustee)	Vicinity QVB Trust (ABN 44 389 838 470) (50%)	1
	QVB TC Pty Ltd (ACN 655 078 176) in its capacity as trustee of the Trust (Registered Proprietor / Trustee)	Link QVB Trust (ABN 31 532 942 418) (50%)	2

1. LIMITATION OF LIABILITY – VICINITY CUSTODIAN PTY LTD (ACN 077 870 243) (TRUSTEE)

- (a) Unless otherwise specifically contemplated in this Document, and subject to clause 1(c), the Trustee enters into this Document only in its capacity as trustee of the Trust and in no other capacity. A liability arising under or in connection with this Document can be enforced against the Trustee only to the extent to which the Trustee is actually 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 1(c), a party to this Document may not sue the 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, an 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 1 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.

## **2. LIMITATION OF LIABILITY - QVB TC Pty Ltd (ACN 655 078 176)**

### **2.1 Trustee limitation**

- (a) Link enters into this Document in its capacity as trustee of the Link Trust and in no other capacity.
- (b) The parties acknowledge that Link incurs the Trustee Liabilities solely in its capacity as trustee of the Link Trust and agrees that (to the maximum extent permitted by law) Link will cease to have any Trustee Liability if Link ceases for any reason to be trustee of the Link Trust, other than to the extent necessary to give the other parties recourse to the Link Trust Assets in respect of the relevant Trustee Liability (and only to the extent to which the liability can be satisfied out of the Link Trust Assets).
- (c) The Trustee Liability to any person is limited to the extent to which the liability can be satisfied out of the Link Trust Assets of which Link is actually indemnified for the liability by Link exercising its right of indemnity out of the Link Trust Assets. Payment by Link of an amount equal to the amount (if any) it receives under its right of indemnity in respect of any such liability constitutes a complete discharge by Link of that liability.
- (d) Subject to clause 2.1(e), no person will be entitled to:
  - (i) claim from or commence proceedings against Link in respect of any Trustee Liability in any capacity other than as trustee of the Link Trust;
  - (ii) enforce or seek to enforce any judgment in respect of any Trustee Liability against any property of Link other than property held by Link as trustee of the Link Trust;
  - (iii) take any steps to procure or support the appointment of a liquidator, administrator or any other similar office holder to Link, or prove in any liquidation, administration or arrangement of or affecting Link, on the basis of a Trustee Liability; or
  - (iv) in respect of a Trustee Liability, appoint or take any steps to procure or support the appointment of a receiver to any property of Link, other than property which is held by it in its capacity as trustee of the Link Trust.
- (e) The restrictions in clauses 2.1(c) and 2.1(d) do not apply to any Trustee Liability to the extent to which there is, whether under the Link Trust deed or by operation of law, a reduction in the extent of Link's indemnification, or in respect of which Link is not entitled to be indemnified, out of the Link Trust Assets, as a result of Link's fraud, gross negligence, wilful misconduct or breach of trust.
- (f) Each other party agrees that no act or omission of Link (including any related failure to satisfy any Trustee Liabilities) will constitute fraud, gross negligence, wilful misconduct or breach of trust of Link for the purposes of clause 2.1(e) to the extent to which the act or omission was caused or contributed to by any failure of that other party to fulfil its obligations relating to the Link Trust or by any other act or omission of that other party.
- (g) No attorney, agent or other person appointed in accordance with this Document has authority to act on behalf of Link in a way which exposes Link to any personal liability, and no act or omission of such a person will be considered fraud, gross negligence, wilful misconduct or breach of trust of Link for the purposes of clause 2.1(e).

- (h) This clause applies despite any other provisions of this Document and extends to all Trustee Liabilities.
- (i) Link is not obliged to do or refrain from doing anything under this Document (including incur any liability) unless Link's liability is limited in the same manner as set out in clauses 2.1(a) to 2.1(h).
- (j) In this clause 24:
  - (i) "**Link**" means QVB TC Pty Ltd (ACN 655 078 176).
  - (ii) "**Link Trust**" means Link QVB Trust (ABN 31 532 942 418).
  - (iii) "**Link Trust Assets**" means all Link's rights, property and undertaking which are the subject of the Link Trust:
    - a. of whatever kind and wherever situated; and
    - b. whether present or future.
  - (iv) "**Trustee Liability**" means any liability or obligation (of any kind including, without limitation, for negligence, in tort, in equity, or under statute) of Link which arises in any way under or in connection with this Document or its performance, or any representation, warranty, conduct, omission, agreement or transaction made under or in connection with this Document or its performance.

## 2.2 No claim other than against Link

- (a) Despite any other provision of this Document:
  - (i) no party may make any claim or has any recourse against any of the past, present or future, direct or indirect, shareholders, partners, members, managers, principals, directors, officers, affiliates or representatives of Link or any of the foregoing (other than Link in its capacity as limited under clause 2.1) (the "**Link's Non-Recourse Parties**"), or any of their respective assets (other than the Link Trust Assets) for breach of Document, or for breach of any representation or warranty, on the part of Link under this Document; and
  - (ii) each party releases each of Link's Non-Recourse Parties from liability in respect of such a claim.