

PARCEL MINDING AT CHATSWOOD CHASE – TERMS AND CONDITIONS

Service	<ul style="list-style-type: none"> The Parcel Minding Service at Chatswood Chase (Service) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (Vicinity, we, us or our) as agent for the Property Owners of the Centre. Access to Service is available at the Concierge Desk located on the Ground Floor of the Centre. No prior booking is required. The Concierge Desk's operating hours can be found here: https://www.chatswoodchase.com.au/stores/concierge-desk. This Service is complimentary and available to all guests of the Centre, subject to availability and storage capacity. Signing in at the Concierge Desk entitles you to use our parcel minding and collection service operated via a ticket system, which includes: <ul style="list-style-type: none"> a Chatswood Chase branded and uniquely numbered ticket, attached with ribbon or string to your shopping bags' handles, recording your name and phone number; secure storage of your shopping purchases from retail stores at the Centre in our locked cupboard behind the desk; and convenient collection of your purchases from the Concierge Desk upon presentation of your matching ticket. We will accept as part of this Service shopping purchases that have been appropriately bagged (Parcels) subject to the Service rules and restrictions set out below. Depending on size, weight, number of parcels and staff availability, we may also assist you with carrying your parcels to your vehicle (Hands Free Service).
Collection Location	You must collect your Parcels on the same day of drop-off, once you have finished shopping, from the Concierge Desk. Parcels must be collected no later than 15 minutes before the Concierge Desk closes. Uncollected bags may be disposed of.
Centre	Chatswood Chase, 345 Victoria Avenue Chatswood NSW 2067
Property Owners	<ul style="list-style-type: none"> CC No. 1 Pty Ltd (ACN 106 274 668) in its capacity as trustee of the CC No 1 Trust (ABN 39 450 974 790); and CC No. 2 Pty Ltd (ACN 106 274 640) in its capacity as trustee of the CC No 2 Trust (ABN 45 147 105 844).
Service Fees	None – this is a free service.

<p>Service Rules</p>	<p>Service Availability</p> <ul style="list-style-type: none"> The Service is subject to availability and our storage capacity and size, and may be adjusted or cancelled in Vicinity's 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. We are not responsible for any other costs you might incur relating to Service cancellation. <p>Use of the Service</p> <ul style="list-style-type: none"> The Service operates via a ticket system. When you arrive and request the Service at the Concierge Desk, you will be asked to provide your full name and mobile phone number. We will use a uniquely numbered Chatswood Chase branded ticket to record your details, which will be attached to the handles of your Parcels with ribbon or string. You will be provided with a matching ticket. You must keep this ticket secure. You must show our staff your ticket, and may be required to show our staff other identification to their reasonable satisfaction, to prove that you are the appropriate person to collect your Parcels. You must collect your Parcels on the same day of drop-off at the Concierge Desk, and otherwise no later than 15 minutes before the Concierge Desk closes for the day. If, for any reason, you cannot collect your Parcels within the designated timeframe, then you must notify us as soon as possible by calling (02) 9422 5300. We will work with you to arrange a suitable new collection time, however we will not hold your Parcels beyond the closing time of the Concierge Desk. Parcels not collected by the end of Concierge Desk operating hours (or by any other deadline agreed with you) may be disposed of in accordance with the Centre's disposal policy. The storage facilities used for the Service will be cleared at the end of the Concierge Desk operating hours. If you have lost your ticket, you must immediately notify our Concierge Desk staff, and our staff may require additional information or documentation (such as identification documents, proof of purchase or receipts, or a description of the bag and their contents for verification purposes. Staff reserve the right to refuse release of any Parcels if they are not reasonably satisfied that you are the rightful owner of the Parcels.
<p>Service Restrictions</p>	<ul style="list-style-type: none"> Use of the Service is limited to the day of sign-in and drop off of Parcels at the Concierge Desk. Your Parcels must be collected by you no later than 15 minutes prior to the Concierge Desk's closing time. The Concierge Desk's operating hours can be found here: https://www.chatswoodchase.com.au/stores/concierge-desk. Each person may store up to two (2) average sized shopping bags per day, subject to availability and our storage capacity and size.

and dimensions of any single Parcel must not exceed 16kg and L 97cm, W 49cm, H 101cm. Parcels exceeding the maximum weight and dimensions will not be accepted. Bulky, oversize or heavy items requiring implementation of safe handling procedures and more than one person to lift will not be accepted – delivery arrangements should be made directly with the relevant retail store for such goods.

- The total number of bags an individual customer can store at the Concierge Desk is subject to our storage capacity and must not exceed two (2) per person. If the number of Parcels exceeds this amount, or if storage capacity has been reached, we may refuse to accept any additional bags.
- The following categories of items are excluded from the Service:
 - items purchased outside of the Centre;
 - products from supermarkets (of any kind), alcohol, fresh food, perishable items and items requiring temperature or environmental controls of any kind;
 - medications;
 - plants or animals of any kind;
 - any jewellery or cash, which includes any single high value item that exceeds \$10,000 in value;
 - any items with a combined total value exceeding \$10,000 (when more than one item has been left with us as part of the Service);
 - items that may pose a threat to our staff, third parties and/or their property, including but not limited to, weapons, explosives, flammables, hazardous materials and/or any other potentially dangerous or damaging items;
 - personal belongings not purchased from a retail store within the Centre on that day (including, but not limited to, handbags, briefcases, wallets, purses, backpacks, suitcases or prams);
 - personal identification documentation or forms of payment of any kind (including, but not limited to, passports, credit cards, cash and identification cards) or
 - any other item that we may determine from time to time in our absolute discretion.
- Our Hands Free Service is only available to customers who have used the Service prior to assistance with delivery to their vehicle, and will be subject to size, weight, number of parcels and staff availability. While Vicinity will make every attempt to go above and beyond for our customers, staff may, in their absolute discretion, choose whether or not to provide the Hands Free Service.
- In circumstances where we reasonably consider items fall, or may fall, within any of the categories set out above, we retain the right (in our absolute discretion) to refuse to accept such items in the Service. We also reserve the

	<p>are in our possession or the possession of any third party;</p> <ul style="list-style-type: none">○ loss or damage in relation to any items collected or stored as part of the Service which is incurred due to a cause beyond Vicinity's reasonable control;○ any delay or inability to release your Parcels where ownership cannot be verified due to a lost ticket; or○ loss or damage caused by you failing to collect your items within the time limit(s) set out in these Service Rules. <ul style="list-style-type: none">● In the event of any material breach by you of these Service Rules, we may:<ul style="list-style-type: none">○ reject your Parcels or current or future use of the Service; and/or○ require you to leave the Concierge Desk or the Centre.
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Agreement to these Service Conditions

1. By signing in and using the Service you agree to these Service Conditions, which form an agreement between you and Vicinity as agent for the Property Owners (**Agreement**). The Agreement extends to you in your personal capacity and to any minors (being anyone under the age of 18 years) for whom you make a booking, in which case you agree on their behalf.
2. This Agreement begins when you sign in at the Concierge Desk and provide your details for the Service.

Privacy

3. In order to use the Service, you must provide us with your name, mobile number and email address. We will collect and use this information in accordance with our Parcel Minding Privacy Collection Notice, and our [Privacy Policy](#).

Liability

4. Consumer guarantees may be applicable to the supply of goods or services by us under the *Competition and Consumer Act 2010* (Cth) (**Australian Consumer Law**). Nothing in these Service Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.
5. 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.
6. 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.
7. 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 for the relevant day, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
8. All references to Vicinity in these Service Conditions are references to Vicinity and all of the Vicinity Centres Group. **Vicinity Centres Group** means the stapled entity known as Vicinity Centres which is

9. 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.

10. 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 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 trust 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 – Trustee

11. In these clauses, the **Contracting Parties** are:

- a. CC No. 1 Pty Ltd ACN 106 274 668 (**Trustee**) in its capacity as trustee of the CC No 1 Trust ABN 39 450 974 790 (**Trust**); and
- b. CC No. 2 Pty Ltd ACN 106 274 640 (**Trustee**) in its capacity as trustee of the CC No 2 Trust ABN 45 147 105 844 (**Trust**).

12. Limitation of liability of Trustee

- a. Unless otherwise specifically contemplated in this Document, and subject to clause 12(d), 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 12(d), 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, 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. In entering into this agreement in its capacity as trustee of the Trust, the Trustee represents and warrants in relation to the Trust that the Trustee has a right to be indemnified out of the assets of the Trust for any liability incurred by it in properly performing or exercising any of its powers or duties in relation to the Trust.

Intellectual property rights

13. 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.
14. 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

15. 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 service occurs.

General

16. 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.
17. 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.
18. 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.
19. 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.

Acknowledgement

20. I acknowledge and agree that:

- I have read and understood the Parcel Minding at Chatswood Chase Service Conditions.
- My Parcels do not include any:
 - items purchased outside of Chatswood Chase;
 - products from supermarkets (of any kind), alcohol, fresh food, perishable items and items requiring temperature or environmental controls of any kind;
 - medications;
 - plants or animals of any kind;

other potentially dangerous or damaging items;

- personal belongings not purchased from a retail store within Chatswood Chase on that day (including, but not limited to, handbags, briefcases, wallets, purses, backpacks, suitcases or prams); or
 - personal identification documentation or forms of payment of any kind (including, but not limited to, passports, credit cards, cash and identification cards).
- My Parcels are appropriately bagged for storage and do not exceed the maximum Parcel weight and size (16kg and L 97cm, W 49cm, H 101cm).
 - I must collect my Parcels on the same day of drop-off at the Concierge Desk and no later than 15 minutes before the Concierge Desk closes in line with its operating times. I understand that any Parcels not collected within this timeframe may be disposed of.
 - When I collect my Parcels, I will present my ticket, and if reasonably requested, provide other identification to the staff at the Concierge Desk.