

## SERVICE CONDITIONS

### BUTLER SERVICE AT CHADSTONE – THE FASHION CAPITAL

<b>Service</b>	<ul style="list-style-type: none"> <li>The Butler Service at Chadstone – The Fashion Capital (<b>Service</b>) is run by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (<b>Vicinity, we, us or our</b>) as agent for the Property Owners of the Centre.</li> <li>Bookings must be made on the Centre's website, located at <a href="https://www.chadstone.com.au">https://www.chadstone.com.au</a> (the <b>Centre's Website</b>).</li> <li>A single booking for the Service entitles you to: <ul style="list-style-type: none"> <li>A Butler to act as your one-on-one personal assistant to attend to your errands for a 2, 3 or 4 hour session time while you are shopping at the Centre. Errands can include but are not limited to: planning of Centre visits, organising VIP store appointments and restaurant bookings (subject to availability), carrying shopping and other tasks as mutually agreed between you and your butler.</li> <li>Valet parking and light beverages on arrival at the Centre.</li> <li>Hands Free Shopping - a digital parcel collection and minding service which operates via a text message and online system. Customers are provided with an SMS link in order to notify the Hands Free Shopping team of parcel collection requests. Collected parcels will be stored in a storage space at the Centre or placed in your vehicle ready for when you depart.</li> </ul> </li> <li>We will also endeavour to contact you for a pre-Service phone call so that we can better understand your plans and arrangements requested for making use of the Service. If we 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.</li> </ul>
<b>Valet Parking Area</b>	Check-in for the Service is at the Valet Parking desk on level LG (whether or not you are taking advantage of the Valet parking inclusion). Valet parking terms and conditions are available here: <a href="https://d294nyrht8hdze.cloudfront.net/media/1038316/valet-parking-terms-and-conditions.pdf">https://d294nyrht8hdze.cloudfront.net/media/1038316/valet-parking-terms-and-conditions.pdf</a>
<b>Centre</b>	Chadstone Shopping Centre, 1341 Dandenong Road Chadstone Victoria 3148
<b>Property Owners</b>	<ul style="list-style-type: none"> <li>Perpetual Limited ACN 000 431 827 in its capacity as custodian, and Vicinity Funds RE Ltd ACN 084 098 180 in its capacity as trustee, of the Vicinity NVN Trust ABN 43 813 342 348; and</li> <li>Bridgehead Pty Ltd (ACN 006 082 515).</li> </ul>
<b>Service Fees</b>	2 hours - \$275 (incl. GST) 3 hours - \$375 (incl. GST) 4 hours - \$475 (incl. GST)
<b>Contact</b>	For any queries in relation to your booking please contact us by using the online form available at <a href="https://www.chadstone.com.au/about/contact-us">https://www.chadstone.com.au/about/contact-us</a> or call us on (03) 9563 3355.
<b>Refund and Cancellation Policy</b>	<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 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 24 hours before your session time.</li> <li>If you are late, fail to attend your session time or request to cancel your booking less than 24 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</li> </ul>

	<p>refund where the exceptional circumstances limited or prevented us from providing the scheduled session as originally planned.</p> <ul style="list-style-type: none"> <li>• You may request to reschedule your booking by calling us using the phone number provided above. <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ 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).</li> <li>○ We reserve the right to reschedule session times if necessary due to circumstances beyond our 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.</li> </ul> </li> <li>• The Service will not proceed if Vicinity decides in its 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 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>• At the time of booking, you will be prompted to elect a session time of 2, 3 or 4 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 3 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.</li> <li>• You will be assigned a Butler per our staff rostering arrangements for your chosen session time. You cannot request a different Butler (whether prior to, at the commencement of, or during your session time).</li> <li>• We will use our best endeavours to make all necessary reservations/appointments for you, but make no guarantees in this respect. Where availability 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.</li> <li>• Please ensure you arrive to check in for the Service at the Valet Parking desk on level LG (whether or not you are taking advantage of the Valet parking inclusion) at least ten minutes prior to your session time, to allow time for checking in.</li> <li>• All tasks included in the Service are limited to tasks within the Centre premises. Your assigned Butler cannot perform tasks that take them off the Centre premises.</li> </ul>

- While you may bring friends and family with you during your session time, your Butler will be personally assigned to you and will take instructions from you only. Your assigned Butler is not required to take instructions from anyone else in your group.
- Your assigned Butler 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 Butler at risk of injury.
- While your assigned Butler will not handle or store your money or credit cards (including cash, debit cards or cheques), you may purchase a Centre gift card at a maximum value of \$50.00 that your assigned Butler can use to make purchases of indiscriminate items such as coffees and lunch items, on your behalf.

**COVID-19 safety requirements:**

The safety of our customers and 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 Butler);
- 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 may in our 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 Butler to another consumer for that session time; and/or
  - require you to leave the Valet Parking Area or the Centre; and/or
  - invite you to reschedule your booking.
- Nothing in these Service Conditions establishes an employment relationship between you and the Butler.
- You must at all times act in a sensible, polite, courteous and respectful manner towards your Butler. You must not engage in any conduct that we

	<p>reasonably consider offensive, abusive, aggressive, threatening, discriminatory, rude or otherwise inappropriate.</p> <ul style="list-style-type: none"> <li>While you may ask your Butler 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.</li> </ul>
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### **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 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:
  - a. Booking Terms which are located at <https://www.vicinity.com.au/uploads/pdfs/VICINITY%20BOOKING%20TERMS.pdf>; and;
  - b. Hands Free Shopping Service Conditions which are located at <https://www.chadstone.com.au/events-services-terms-conditions>.

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, Vicinity's Booking Terms or Vicinity's Hands Free Shopping Service Conditions, 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** 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 – Custodian and Responsible Entity/Trustee**

12. In these clauses, the **Contracting Parties** are:
  - a. Perpetual Limited ACN 000 431 827 (**Custodian**) in its capacity as custodian of the Vicinity NVN Trust ABN 43 813 342 348 (**Trust**); and
  - b. Vicinity Funds RE Ltd ACN 084 098 180 (**Responsible Entity/Trustee**) in its capacity as trustee of the Trust.

**13. Limitation of liability of Custodian**

- a. The Custodian enters into this Document only as agent of the Responsible Entity/Trustee. The Custodian can only act in accordance with the terms of the agreement under which it is appointed as the Responsible Entity's/Trustee's agent and is not liable under any circumstances to any party under this Document. The limitation of the Custodian's liability applies despite any other provision of this Document and extends to all liabilities and obligations of the Custodian in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Document.
- b. The Custodian is not obliged to do or refrain from doing anything under this Document (including, without limitation incur any liability) unless the Custodian's liability is limited in the same manner as set out in this clause 13.
- c. No attorney, agent, receiver or receiver and manager appointed in accordance with this Document has authority to act on behalf of the Custodian in a way which exposes the Custodian to any liability.
- d. If, whether by the express provisions of this Document or by implication of law, the Custodian makes or is taken to have made any representation or warranty then, except for the representations and warranties that can only be within the Custodian's actual corporate knowledge, those representations and warranties are taken to have been made by the Responsible Entity/Trustee.

**14. Limitation of liability of Responsible Entity/Trustee**

- a. Unless otherwise specifically contemplated in this Document, and subject to clause 14(c), the Responsible Entity/Trustee enters into this Document only in its capacity as responsible entity/trustee of the Trust and in no other capacity. A liability arising under or in connection with this Document can be enforced against the Responsible Entity/Trustee only to the extent to which the Responsible Entity/Trustee is actually indemnified for the liability out of the property of the Trust. The limitation of the Responsible Entity's/Trustee's liability applies and extends to all liabilities and obligations of the Responsible Entity/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 14(c), a party to this Document may not sue the Responsible Entity/Trustee in any capacity other than as responsible entity/trustee in respect of the Trust, including seeking the appointment to the Responsible Entity/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 Responsible Entity/Trustee (except in relation to the Trust).
- c. The provisions of this clause 14 do not apply to any obligation or liability of the Responsible Entity/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 Responsible Entity's/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. in the case of the Responsible Entity, having incurred the obligation or liability other than in the proper performance of its duties as responsible entity;
  - ii. in the case of the Trustee, having incurred the obligation or liability as a result of fraud, gross negligence, wilful default or breach of trust by the Trustee; or
  - iii. the failure of the Responsible Entity/Trustee to exercise any right of indemnity it has under the trust deed establishing the Trust in respect of that obligation or liability.

**Intellectual property rights**

15. 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.
16. 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**

17. 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**

18. 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.
19. 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.
20. 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 and Vicinity's Hands Free Shopping Service Conditions will also apply.
21. 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.