

Vicinity Centres Booking Terms

1. This booking service is provided by Vicinity Centres PM Pty Ltd (ABN 96 101 504 045) (**Vicinity, we or us**) as agent for the Property Owners of the Centre as specified in the applicable Event Conditions or Service Conditions for the event or service which you book or seek to book.
2. This booking service allows you to make an online booking for events and services provided by a Vicinity-managed centre (a **Centre**), use your credit card to pay applicable fees in order to secure your booking and receive email booking notifications (**Centre Booking Service**).

Agreement to these Booking Terms

3. By using the Centre Booking Service, you agree to these Booking Terms, which form the agreement between you and Vicinity as agent for the Property Owners of the relevant Centre regarding access to and use of the Centre Booking Service (**Agreement**). To operate this service, Vicinity uses third party booking platform engine SimplyBook.me and payment processing provider Stripe Payments Australia Pty Ltd ACN 160 180 343 (**Stripe**).
4. This Agreement begins when you:
 - a. complete the online booking process for a Centre event or service on a Centre's website; or
 - b. otherwise book for a Centre event or service (e.g. by contacting us to assist you to make an online booking) on a Centre's website.

Use of the Centre Booking Service

5. You must not access or use the Centre Booking Service unless you:
 - a. agree to abide by all terms and conditions of this Agreement; and
 - b. are 18 years of age or above.
6. When you book online, you must:
 - a. provide us with the requested personal and contact details, ensuring that those details are accurate and complete;
 - b. select from the available session times and dates for which you can make a booking (your **Session Time**); and
 - c. pay us the applicable fees for the selected Centre event/service which will be displayed to you on the Centre Booking Service.
7. You must not (and you must not attempt to):
 - a. interfere or tamper with any security-related or other features of the Centre Booking Service;
 - b. do anything that imposes an unreasonable or disproportionately large load on the Centre Booking Service; or
 - c. do anything else that is likely to interfere with the normal operation of the Centre Booking Service.

Payment

8. Fees and charges apply to your booking as listed and displayed on the Centre Booking Service. Fees and charges quoted are GST inclusive and may vary depending on the type of booking. Administration fees, card transaction fees and other fees and charges may apply, as listed and displayed on the Centre Booking Service.
9. Payment must be made in full by credit card at the time of making the booking and your booking only takes effect when you receive email confirmation of your booking. If you do not see such an email, please check your spam folder as you may have received it.
10. You must ensure that there are sufficient clear funds/credit available on your credit card to meet your payment obligations under these Booking Terms.
11. Payment processing for the Centre Booking Service is provided by Stripe. By providing your credit card details, you warrant that you are an authorised signatory for the credit card specified for making payment and authorise Stripe to charge fees and charges to that credit card in accordance with these Booking Terms.

12. If you believe there has been an error in charging your credit card you must contact us via the email address provided in the applicable Event Conditions or Service Conditions and provide a copy of your receipt or card statement showing the charge you wish to query. If there is a credit card processing issue, we can contact Stripe and attempt to resolve the problem on your behalf. If we cannot resolve the problem, you can refer it to your financial institution.
13. If Stripe incorrectly credits or debits an amount to your credit card, you authorise Stripe to make a further debit or credit to your credit card as an adjustment so that in total, you pay the correct amount as specified on the Centre Booking Service from your credit card.

Availability of the Centre Booking Service

14. While we aim to make commercially reasonable efforts to provide the Centre Booking Service to you continuously, we do not guarantee that this service will be available at all times.
15. We may revoke your rights to use of the Centre Booking Service at any time.

Liability

16. 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 Terms and Conditions limits your rights under any statutory consumer guarantee to the extent that it cannot be excluded or limited.
17. 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.
18. 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 Centre Booking Service or these Booking Terms, 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.
19. 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 Centre Booking Service, these Booking Terms, any Event Conditions, Service Conditions or any event or service booked through the Centre Booking Service is capped at the total amount you have paid through the Centre Booking Service within the 12 months immediately prior to the loss, liability or damage arising, and will be reduced to the extent (if any) that you cause or contribute to the loss, liability or damage.
20. All references to Vicinity in clauses 13 to 18 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.

Personal information and data

21. We will provide you with a privacy notice when you enter your personal information in the Centre Booking Service which explains how we will collect, use and disclose your personal information. Our Privacy Policy (<https://vicinity.com.au/privacy-policy>) provides more information about how we handle personal information and how you can contact us to access, correct or complain about our handling of personal information.
22. If you have opted-in to receive promotional material regarding a Centre, we or the Centre may send you Centre news about upcoming events, activities and promotions including without limitation via email or SMS.
23. While we take reasonable technical and organisational measures to safeguard the information that you provide to us online, including without limitation through the Centre Booking Service, no transmission over the internet can ever be guaranteed secure. Consequently, we cannot guarantee the security of any information that you transfer over the internet to us or to Stripe as the payment processing provider.

Intellectual property rights

24. Vicinity is the copyright owner of the material on this Centre Booking Service or is licensed by the copyright owner to use the material on this Centre Booking Service. All trademarks, brands and names appearing on the Centre Booking Service are the property of Vicinity or their other respective owners.
25. Your use of this Centre Booking Service and access to material on this Centre Booking Service does not grant or transfer any right (including without limitation intellectual property rights), title or interest to you in relation to the Centre Booking Service or the material published on it. No part of any material on this website may be linked to, reproduced, adapted, published, distributed or transmitted without the specific written consent of Vicinity.

Management of bookings

26. We may accept or decline any request for a booking.
27. We or a Centre may at any time limit the number of bookings permitted for a Centre, for example by imposing a limit per event, per service, per person or per address.
28. We or a Centre may cancel your booking (or any part of it) if:
 - a. we or the Centre reasonably believe that the booking is fraudulent or in breach of these Booking Terms;
 - or
 - b. we are, or the relevant Centre is, unable to fulfil it (or part of it) due to circumstances beyond our reasonable control. In that case we will refund to you any payment you made through the Centre Booking Service for that booking (or, if applicable, for the part of the booking that could not be fulfilled).
29. You cannot change or cancel a booking unless permitted under the applicable Event Conditions or Service Conditions.
30. Your booking must only be used by you or someone authorised by you and must not be transferred, offered for resale or otherwise passed on or made available to any person.
31. You must comply with all applicable laws when using the Centre Booking Service and in attending any booked event or acquiring any booked service. This includes not using the Centre Booking Service to engage in any illegal activities.
32. You must not, and must not allow any third party to, use the Centre Booking Service for any purpose other than booking and paying for Centre events and services.

Changes to these Booking Terms

33. We may change or update these Booking Terms (including any amount or fee) from time to time. The current version will be available on the Centre Booking Service. You will be required to accept the then-current version each time you use the Centre Booking Service. The version that you accept will be the version that applies to that booking, even if we change or update these Booking Terms before your booked event or service occurs.

Risk and title in goods

34. Risk in any goods that you acquire as part of any event or service booked through the Centre Booking Service passes to you upon you collecting the goods from the Centre. Title in any such goods passes to you upon payment in full of the fees and charges for the relevant booking, or the creation of the goods, whichever occurs later.

General

35. We may assign, novate or otherwise deal with any of our rights or obligations under these Booking Terms without obtaining your consent, if to do so will be unlikely to cause any material detriment to you.
36. The laws of Victoria, Australia govern these Booking Terms and you and we irrevocably agree to submit to the non-exclusive jurisdiction of the courts having jurisdiction in Victoria.
37. These Booking Terms form the entire agreement between Vicinity and you specifically regarding the use of the Centre Booking Service. That agreement can only be amended by written agreement between us. When you book for a specific event or service, the relevant Event Conditions or Service Conditions notified to you will also apply.
38. If any provision of these Booking Terms 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 Booking Terms will not be affected.