

**“AMP CAPITAL SHOPPING CENTRE: MOBILITY HIRE”
TERMS AND CONDITIONS**

General Terms & Conditions for Centre Booking Services

1. AMP Capital Investors Limited ABN 59 001 777 591 and other companies that are associates of AMP Capital Investors Limited, including but not limited to AMP Capital Shopping Centres Pty Ltd (ABN 13 001 595 955) (referred to collectively as “**AMP Capital**”) operate and manage Ocean Keys Shopping Centre (“**Centre**”).
2. AMP Capital provides a booking service that allows customers (“**Customer**”, “**you**” or “**User**”) to make an online booking for services (“**Service**”) provided at the Centre, to secure your booking and receive email booking notifications (“**Centre Booking Service**”).
3. By using the Centre Booking Service, you agree to these Terms and Conditions, which form the agreement between you and AMP Capital (“**Agreement**”). To operate this service, AMP Capital uses third party booking platform engine and payment processing provider, Square AU Pty Ltd (ABN 38 167 106 176) (“**Square**”).
4. This Agreement begins when you:
 - (a) complete the online booking process via the Centre website; or
 - (b) book the Service via our service points (Information Desk) in the Centre (“**Service Points**”).
5. You must not access or use the Centre Booking Service unless you:
 - (a) agree to abide by these Terms and Conditions; and
 - (b) are 18 years of age or above.
6. When you book online or via the Service Points, you must:
 - (a) provide AMP Capital with the requested personal information, ensuring the details are accurate and complete;
 - (b) select from the available session times and dates for which you can make a booking; and
 - (c) pay AMP Capital the applicable fees for the selected Service which will be displayed to you.
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; and
 - (b) do anything that is likely to interfere with the normal operation of the Centre Booking Service.
8. While AMP Capital aims to make commercially reasonable efforts to provide the Centre Booking Service continuously, AMP Capital does not guarantee that this service will be available at all times.
9. AMP Capital may revoke your rights to use of the Centre Booking Service at any time.
10. Consumer guarantees may be applicable to the supply of goods or services by AMP Capital 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.
11. To the extent permitted by statute, the liability, if any, of AMP Capital 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, in the case of services:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
12. AMP Capital 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 Services or these Terms and Conditions, including without limitation any liability for loss or 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.
- 13. AMP Capital'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 Terms and 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.
- 14. AMP Capital collects personal information, such as name, mobile and email address, for the purposes of providing the Centre Booking Service. AMP Capital may share this personal information, for the purpose described above, with other companies within the AMP Group, servants, agents and contractors ("**Agents**") whilst acting in terms of their agreement, or third party providers, Square, who process information on our behalf. For further detail on how we use this information, please review our [AMPC Privacy Collection Notice](#). Additionally, you can also review [Square's Privacy Policy](#).
- 15. AMP Capital 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 AMP Capital or their other respective owners.
- 16. 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 AMP Capital.
- 17. AMP Capital may accept or decline any request for a booking.
- 18. AMP Capital may at any time limit the number of bookings permitted for the Centre, for example by imposing a limit per service, per person or per address.
- 19. AMP Capital may cancel your booking (or any part of it) if:
 - (a) it reasonably believes that the booking is fraudulent or in breach of these Terms and Conditions; or
 - (b) it is unable to fulfil it (or part of it) due to circumstances beyond its reasonable control. In that case AMP Capital 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).
- 20. You cannot change or cancel a booking unless permitted under the applicable Service Rules below.
- 21. 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.
- 22. 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.
- 23. AMP Capital may change or update these Terms and Conditions (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 AMP Capital changes or update these Terms and Conditions before the booked service occurs.

Services Rules: Mobility equipment hire

24. Service details:

- A single booking for the Mobility equipment hire service (**ME Service**) entitles you to:
 - Complimentary 4 hour loan (“**Booking Period**”) of one of the following items of mobility equipment:
 - Electric mobility scooter
 - Wheelchair(being the “**Mobility Equipment**”).
 - When returned after the expiry of the Booking Period, the relevant Mobility Equipment may continue to be used provided that it has not booked by another customer.

25. Location:

- Check in for the ME Service is dependant on which Service Point you have nominated in your booking:
 - the Information Desk which is located near Prouds.

26. Contact:

- For any queries relating to your booking, please contact us on 08 9407 2400 or Oceankeys.reception@ampcapital.com

27. Cancellation & Refund policy:

- You may reschedule or cancel your booking for an ME Service by using the links in your booking confirmation, contacting us via the above contact details or visiting a Service Point in the Centre.

28. Service Rules:

- To be eligible to hire/use Mobility Equipment, the User must provide security against the loan. This may be provided in the form of a Driver’s Licence or other acceptable form of photo identification, determined at the discretion of AMP Capital. For information on the collection of your personal information, refer to the ‘Privacy Collection Notice’ referred to above.
- Mobility Equipment loaned to customers under 18 years of age must be signed for by their parent/guardian and the parent/guardian must supervise the use of the equipment at all times. Electric mobility scooters cannot be loaned to customers under 18 years of age.
- Users of Mobility Equipment are required to undergo training in the use of the equipment being hired. If AMP Capital believes that the potential User is unable to use the equipment in a safe manner (as determined in the absolute discretion of AMP Capital), AMP Capital reserves the right to refuse to loan the equipment to that person.
- If the Mobility Equipment is hired by the User for use by another person, the User must supervise the use of the equipment at all times and ensure that the person is able to use the equipment in a safe manner.
- AMP Capital reserves the right to refuse the loan of mobility equipment to any person for any reason.
- The use of the relevant Mobility Equipment is at the User’s own risk.
- The User takes full responsibility for the Mobility Equipment whilst on loan (regardless of whether the equipment is operated by another person), is not to leave the Mobility Equipment unattended at any time and is liable for any loss or damage to the equipment or caused by the Mobility Equipment. The User must meet the cost of any loss or repairs required as a consequence.
- AMP Capital must be informed immediately of any accidents or damage that occurs whilst the Mobility Equipment is on loan.
- Mobility scooters and wheelchairs are to be used solely for the transportation of one person. Passengers (including children) must not be carried on the Mobility Equipment. Approved assistance dogs are not permitted on mobility equipment at any time.
- Mobility scooters and wheelchairs cannot be used on escalators or travelators. Please use the elevators as indicated on the Centre map.

- The Mobility Equipment remains the property of AMP Capital at all times and is not to be taken out of the confines of the Centre or the Centre's car park.
- All Mobility Equipment must be returned at the end of the Booking Period and in any event, at least 30 minutes prior to the Centre's closing time.
- By entering into this Agreement and by signing the form provided by AMP Capital at the time of collection of the relevant Mobility Equipment, the User acknowledges that they agree to comply with these Service Rules, the Centre staff have demonstrated how to safely use the relevant Mobility Equipment, and that the User agrees that they are competent in its use.
- The User agrees to adhere to the following Mobility Equipment operating guidelines (as relevant):
- Wheelchairs
 - Per the manufacturer's recommendations manual, wheelchairs have a maximum carrying capacity of 120kg.
 - Keep your hands away from the tyres when driving. Be aware the loose-fitting clothing can become caught in drive tyres.
- Electric Mobility Scooter
 - Per the manufacturer's recommendations manual, powered scooters have a maximum carrying capacity of 100kg.
 - User must be at least 18 years of age. AMP Capital has the right to request citing of photo identification to verify the User's age.
 - Users agree to abide by the safety requirements of the mobility equipment, including but not limited to turning off the ignition when stationary and removing the key from the ignition when not on the scooter.
 - Always turn off the power to the scooter when you are being transferred via an elevator. Failure to do so may result in accidental throttle control lever contact, resulting in unintended movement and personal injury or product damage.
 - When cornering sharply, reduce your speed and maintain a stable centre of gravity. When using a scooter at higher speeds, do not corner sharply. This greatly reduces the possibility of a tip or fall.
 - Avoid putting your weight on the scooter armrests and do not use the armrests for weight bearing purposes, such as transfers. Such use may cause the scooter to tip, resulting in a fall from the scooter and personal injury.
 - Do not operate your scooter while under the influence of drugs or alcohol which can impair the ability to drive safely.
- The AMP Capital Group, including but not limited to AMP Capital Investors Limited, AMP Capital Shopping Centres Pty Ltd, the owners of the Centre and their respective employees, contractors and agents ("**Indemnified Parties**") accept no responsibility whatsoever for any injury, loss, damage or inconvenience arising from the use of any Mobility Equipment supplied directly or indirectly and the Indemnified Parties will not be liable for any such injury, loss, damage, or inconvenience to the User or other person whilst the mobility equipment is in the care or control of the User. The User indemnifies the Indemnified Parties against all loss, damages, claims, liability, expenses, payments or outgoings incurred by or awarded against the Indemnified Parties arising directly or indirectly from the User's breach of these Service Rules or any negligent or unlawful act or omission of the User.
- COVID-19 safety requirements as per <https://www.oceankeys.net.au/pages/information-about-covid-19> apply