

“GPT SHOPPING CENTRE: HANDS FREE SHOPPING PRE-BOOKING”
TERMS AND CONDITIONS

General Terms and Conditions for Centre Booking Services

1. GPT Property Management Pty Limited ABN 29 116 099 631 and its other related bodies corporate (referred to collectively as “**GPT**”, “**we**” or “**us**”) operate and manage the Karrinyup Shopping Centre (“**Centre**”).
2. GPT provides a booking service that allows customers (“**Customer**” or “**you**”) to make an online booking for hands free shopping services (“Hands Free **Service**”) provided at the Centre, and receive a text message booking notifications (“**Centre Booking Service**”).
3. By using the Centre Booking Service or booking the Hands Free Service via the Service Points, you agree to these Terms and Conditions, which form the agreement between you and GPT (“**Agreement**”).
4. This Agreement begins when you:
 - (a) complete the online booking process for the Hands Free Service via the Centre website; or
 - (b) book the Hands Free Service via our service points (Concierge, Customer Lounge or Valet 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 older.
6. When you book online or via the Service Points, you must:
 - (a) provide GPT with the requested personal information, ensuring the details are accurate and complete; andselect from the available session times and dates for which you can make a booking.
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; or
 - (b) do anything that is likely to interfere with the normal operation of the Centre Booking Service.
8. Fees and charges apply to your booking as listed below and are displayed on the Centre Booking Service. Fees and charges quoted are GST inclusive.
9. Payment must be made in full by credit card at the time of collection of your shopping items from the Service Points. Your booking only takes effect when you receive text message confirmation of your booking.
10. While GPT aims to make commercially reasonable efforts to provide the Centre Booking Service continuously, GPT does not guarantee that this service will be available at all times.
11. GPT may revoke your rights (acting reasonably) to use of the Centre Booking Service at any time.
12. Consumer guarantees may be applicable to the supply of goods or services by GPT 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.
13. Each parties liability to the other excludes, so far as it is legally permissible 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.
14. GPT collects personal information about you, such as your name and mobile, for the purposes of providing the Centre Booking Service. GPT may share this personal information, for the purpose described above, with other companies within or associated with GPT or its servants, agents, representatives and contractors (including the relevant owners of the Centre), or with third party providers, including Premium Integrated Valet Solutions, who process information on our behalf for that purpose. For further detail on how we collect, use,

disclose, store and protect your personal information, please review our [GPT Group Privacy Policy](#). Additionally, you can also review [Premium Integrated Valet Solutions Privacy Policy](#), which respectively applies to Premium Integrated Valet Solutions management of your personal information.

15. GPT 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 GPT 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 of 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 GPT.
17. GPT may accept or decline any request for a booking in its discretion.
18. GPT 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. GPT 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) for any reason (acting reasonably). In that case GPT 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 other 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. GPT may change or update these Terms and Conditions (including any amount or fee) from time to time (acting reasonably). The current version of these Terms and Conditions will be available on the Centre Booking Service. You will be required to accept the then-current version (including any updated amount or fee) each time you use the Centre Booking Service. The version that you accept will be the version that applies to that booking, even if GPT changes or updates these Terms and Conditions before the booked service occurs.

Services Rules: Hands Free Service

24. Service details:
 - A single booking for the Hands Free Service entitles you to:
 - the Hands Free Service for a single day trade period:
 - Sunday to Saturday: \$10 (the “**Service Fee**”).
25. Location:
 - To collect your items stored as part of Hands Free Service please go to the Service Point you have nominated and which is sent to you in text message when your booking is confirmed.
26. Contact:
 - For any queries relating to your booking, please contact us on (08) 9204 9530.
27. Cancellation & Refund policy:
 - You may cancel your Hands Free Service booking , by emailing the Centre directly or visiting a Service Point at the Centre.

- The Hands Free Service will not proceed if GPT 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 Hands Free service. You will not be charged the Service Fee for the Hands Free Service if GPT determines that the Hands Free Service cannot go ahead. GPT are not responsible for any other costs you might incur relating to the Hands Free Service cancellation.

28. Service Rules:

- By making a booking for the Hands Free Service, the Customer is deemed to have accepted the below Service Rules.
- GPT and its servants, agents, representatives and contractors ("**Agents**") (who are acting within the terms of their engagement), will not be liable for the loss of or any damage to, any items handled through the Hands Free Service, howsoever any such loss or damage may be caused (other than to the extent caused by the negligence or wilful misconduct of GPT or its Agents).
- These Service Rules shall apply when Hands Free Service is requested by the Customer.
- Agents of GPT have no authority to accept any goods for storage or safe keeping unless it has been requested via the Hands Free Service process. Neither GPT nor its Agents will be liable in any case for loss of, or damage to, any items alleged to have been left with GPT and its Agents for storage or safe keeping that is not requested via the Hands Free Service.
- Some retailers or purchases in the Centre may be excluded from participating in the Hands Free Service program at the retailer or GPT's discretion (acting reasonably). This includes but is not limited to the exclusion of items weighing in excess of 25kg or those deemed unsafe to transport through the Centre during trade.
- No Agent of the Centre has power to vary these Service Rules and no representation by an Agent may be deemed for any purpose whatsoever to vary these Service Rules.
- If at your request, GPT or its Agents provide any form of assistance to you, you accept such assistance at your own risk. If any loss or damage is caused in providing assistance, you release GPT and its Agents from and against any claim which you may otherwise have against GPT and its Agents in respect of that loss or damage except to the extent caused or contributed to by GPT or its Agents wrongful act or omission, negligence or default.

29. Indemnity and liability:

A Customer using the Hands Free Service, by so doing, also warrants and agrees with GPT and its Agents that such person shall be liable for and shall indemnify GPT and its Agents in respect of any legal liability, loss, claim or proceeding whatsoever arising out of any statute or at common law arising directly or indirectly from the Customer's breach of these Terms and Conditions or any negligent or unlawful act or omission or wilful misconduct of the Customer except to the extent caused or contributed to by GPT and its Agents wrongful act or omission, negligence or default.