

**“GPT SHOPPING CENTRE: VALET 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 services (“**Service**”) provided at the Centre, use your credit card to pay applicable fees in order 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 GPT (“**Agreement**”). To operate this service, GPT uses a 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 (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;
 - (b) select from the available session times and dates for which you can make a booking; and
 - (c) pay GPT 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;
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 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. If no email is received, please contact the Centre via the contact details on the Centre website.
10. You must ensure that there are sufficient clear funds/credit available on your credit card to meet your payment obligations under these Terms and Conditions.
11. Payment processing for the Centre Booking Service is provided by Square. By providing your credit card details, you warrant that you are an authorised signatory for the credit card specified for making payment and authorise Square to charge fees and charges to that credit card in accordance with these Terms and Conditions.
12. If you believe there has been an error in charging your credit card you must contact GPT via the contact details on the Centre website 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, GPT will contact Square and to attempt to resolve the issue. However, if the issue is not created by Square, you will need to refer the issue to your financial institution.

13. If Square incorrectly credits or debits an amount to your credit card, you authorise Square 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.
14. 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.
15. GPT may revoke your rights (acting reasonably) to use of the Centre Booking Service at any time.
16. 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.
17. 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.
18. GPT collects personal information about you, such as your name, mobile, email address and car vehicle information, 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 Square and 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 [Square's Privacy Policy](#) or [Premium Integrated Valet Solutions Privacy Policy, which respectively apply to each of those third party providers' management of your personal information](#).
19. 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.
20. 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.
21. GPT may accept or decline any request for a booking in its discretion.
22. 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.
23. 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).
24. You cannot change or cancel a booking unless permitted under the applicable Service Rules below.
25. 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.
26. 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.

27. 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: Valet Parking including Hands Free Shopping

28. Service details:

- A single booking for the Valet Parking Service entitles you to:
 - a single entry and single exit from Karrinyup Valet, for the below published applicable daily rate but for no longer than a single day trade period:
 - Monday to Friday - Weekdays: \$15;
 - Saturday & Sunday - Weekends: \$20; and
 - Public Holiday and Peak periods (as determined by GPT at its absolute discretion): \$25, (the “**Service Fee**”); and
 - complimentary services such as electronic vehicle charging and Hands Free Shopping (as referred to below).
- Ancillary paid package services such as car wash are also available.
- Additional charges (acting reasonably) will apply if the vehicle is left for longer than a single day trade period.

29. Location:

- To redeem the Valet Parking Service, go to West B2 Carpark, accessible from Jeanes Road Entrance.

30. Contact:

- For any queries relating to your booking, please contact us on (08) 9204 9530.

31. Cancellation & Refund policy:

- You may cancel your Valet Parking Service booking via your email booking notification link, by emailing the Centre directly or visiting a Service Point at the Centre. If you wish to cancel your booking:
 - at least 48 hours before your session time, GPT will provide a full refund of the Service Fees (less credit card fees of 2.2%) paid by you to the credit card that you used to make your booking; or
 - between 24 and 48 hours before your session time, GPT will provide a 50% refund of the Service Fees (less credit card fees of 2.2%) paid by you to the credit card that you used to make your booking; or
 - on less than 24 hours notice, you will forfeit the service and not receive any refund.
- The Valet Parking 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 Valet Parking Service. You will not be charged the Service Fee for the Valet Parking Service if GPT determines that the Valet Parking Service cannot go ahead. We are not responsible for any other costs you might incur relating to the Valet Parking Service cancellation.

32. Service Rules:

- By making a booking for the Valet Parking 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 motor vehicle or its accessories or contents, or any items handled through Hands Free Shopping, 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 GPT and any of its Agents accepts the vehicle and whilst the vehicle is parked, or otherwise in custody, retention or control of GPT or its Agents, or when Hands Free Shopping is requested from 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 Shopping 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 Hands Free Shopping.
- Some retailers or purchases in the Centre may be excluded from participating in the Hands Free Shopping 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.
- Notwithstanding any demand or request to the contrary, GPT and its Agents may park, move and drive the vehicle to any such places as GPT or its Agents deem fit during any period of custody, retention or control by GPT or its Agents.
- GPT and its Agents may deliver the vehicle to any person producing the required valet parking voucher or offering such other evidence of ownership or authority or entitlement to receive the vehicle as GPT or its Agents deem satisfactory (in their absolute discretion). GPT or its Agents may retain the vehicle until the required valet parking voucher is produced or until so satisfied. Provided GPT is so satisfied, GPT and its Agents will not be liable for any loss of, or damage to, the vehicle or any of its accessories or contents, caused by delivering the vehicle to some person not authorised to take delivery (other than to the extent caused by the wilful misconduct of GPT or its Agents).
- GPT and its Agents shall have a general lien upon, or the right of retention of, the vehicle or any of its accessories or contents until all sums due for the Valet Parking Service and/or other services rendered by GPT and its Agents have been paid.
- 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.
- A Customer using the Valet Parking Service, by so doing, hereby represents and warrants that such Customer is either the owner of the vehicle and agrees to be bound by these Service Rules or is duly authorised by the owner of the vehicle to bind such owner and themselves by these Service Rules.
- If at your request, GPT or its Agents provide any form of assistance to you, including but not limited to electronic vehicle charging, the recharging of the battery of a vehicle or car wash services, 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.
- GPT and its Agents, in their absolute discretion, reserve the right to retain the vehicle if the person collecting the vehicle appears to be under the influence of alcohol or any other substance.
- Valuables must not be left in or on vehicles.
- GPT and its Agents are not liable for the theft of any vehicle or of any valuables.
- Customers have the ability to purchase annual Valet memberships for the pricing displayed in Centre. Memberships are valid for 365 days from the purchase date and are inclusive of any applicable Valet service fees. The above Service Rules apply to use this service for a single entry and exit and GPT's provision of the Valet Parking Service is subject to availability.
 - 3 month membership – 13 weeks: \$275
 - 6 month membership – 26 weeks: \$549
 - 12 month membership – 52 weeks: \$899

33. Indemnity and liability:

A Customer using the Valet Parking Service, by so doing, also warrants and agrees with GPT and its Agents that such person and/or the owner of the vehicle 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.