

“GPT SHOPPING CENTRE: ROOM HIRE RETAILER”
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 associate companies (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 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 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. To the extent permitted by law, the liability, if any, of GPT 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.
18. GPT 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.
19. GPT'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.
20. GPT collects personal information about you, such as your name, mobile and email address, 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, 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, which applies to Square's management of your personal information](#).
21. 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.
22. 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.
23. GPT may accept or decline any request for a booking in its discretion.
24. 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.
25. 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. 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).
26. You cannot change or cancel a booking unless permitted under the applicable Service Rules below.
27. 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.

28. 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.
29. GPT may change or update these Terms and Conditions (including any amount or fee) from time to time. 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 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: Room Hire

30. Service details:

- A single booking for the Room Hire Service entitles you to:
 - City View Room: Includes room hire facilities including private entry, WiFi, wheelchair accessible, kitchenette with tea & coffee facilities. Service Fee is \$75 per hour or \$400 per day, minimum booking period is 2 hours with a maximum booking period of 12 hours or the close of trade of the Centre, whichever is sooner; or
 - Style Lounge: Includes room hire only. Service Fee is \$45 per hour, minimum booking period is 1 hour with a maximum booking period of 12 hours or the close of trade of the Centre, whichever is sooner; or
 - Customer Lounge Boardroom: Includes room hire and facilities including WiFi, notepads & stationary, storage, wheelchair accessible, tea & coffee available via Customer Lounge team, presentation and conferencing facilities. Service Fee is \$25 per hour or \$150 per day, minimum booking period is 1 hour with a maximum booking period of 12 hours or the close of trade of the Centre, whichever is sooner,and the above mentioned hire areas are referred to as the “**Hired Area**” in these Service Rules.
- These Service Fees are subject to change from time to time.

By booking a Room Hire Service, the Customer agrees to these Service Rules.

31. Location:

- Check in for the Room Hire Service is at the following locations:
 - City View Room: check in at the Concierge desk located on L1 Upper Loop.
 - Style Lounge: check in at the Concierge desk located on L1 Upper Loop.
 - Customer Lounge Boardroom: check in at Customer Lounge, located on level B1 East.

32. Contact:

- For any queries relating to your booking, please contact us on (08) 9445 1122 or email Karrinyup.Concierge@gpt.com.au.

33. Cancellation & Refund policy:

- You may request to reschedule or cancel your booking by using the links in your booking confirmation email or contacting us via the email address or phone number provided above. If you request to reschedule or cancel your booking:
 - at least 24 hours before your booked session time, there will be no charge for the cancellation or rescheduling; or
 - less than 24 hours before your booked session time, you will forfeit the Room Hire Service and be charged the Service Fee for that Room Hire Service (plus a credit card fee of 2.2%) to the credit card provided at the time of making the booking.
- If you are late or fail to attend your Room Hire Service, you will be charged the Service Fee for that Room Hire Service (plus a credit card fee of 2.2%) to the credit card provided at the time of making the booking. Unless required by law, refunds will not be given for Room Hire Service bookings unless expressly stated in these Terms and Conditions. However, if you believe there are exceptional circumstances, please contact us via the email address or phone number provided above. In such circumstances, we may choose (in our absolute discretion) whether to charge the Service Fee for the Room Hire Service. If we choose to process a refund, the refund will be processed within 14 days of the determination to provide a refund.
- We reserve the right to reschedule session times in our discretion. If we need to reschedule a session time, we will, if practical, notify you of the new session time 24 hours or more before your original session time. If you cannot attend the new session time, you will not be charged the Service Fee for the Room Hire Service. We are not responsible for any other costs you might incur relating to the rescheduling of session times.

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

34. Service Rules:

- The Customer must:
 - use the Hired Area only for the purpose it has been booked for;
 - obtain all necessary approvals, permits and licences for its use of the Hired Area and obey any law and requirements of all relevant authorities that requires the customer to do anything concerning the Hired Area;
 - immediately fix any damage the Customer causes to the Hired Area or the Centre;
 - keep the Hired Area clean and tidy and free from odours, vermin, insects, birds and animals;
 - comply with all laws including but not limited to liquor licensing laws and all reasonable directions of GPT;
 - comply with all laws relating to work, health and safety including but not limited to the applicable state legislation and regulations and all reasonable directions and requirements of GPT relating to those laws;
 - comply with the standard rules and procedures for the Centre as directed by GPT in relation to unloading and loading goods to or from the Hired Area;
 - comply with GPT's reasonable directions as to sound levels;
 - comply with all other reasonable directions of GPT; and
 - pay within 7 days of demand any cost which GPT reasonably incurs for or in respect of the Hired Area which results from the Customer's use or occupation of the Hired Area, not including the cost of electricity or air conditioning to the Hired Area during the standard Centre hours but including the cost of any such services required outside of standard Centre hours.
- The Customer must not:
 - carry out any works to the Hired Area;
 - do anything that is, or may be, dangerous, disruptive, or offensive, or that may interfere with or is reasonably likely to cause a nuisance or inconvenience to other people in the Centre;
 - duplicate any access cards or keys to the Hired Area;
 - hinder or obstruct the access to any walkways, entrances, service corridors or fire exits in the Centre and if Centre Management believes that the customer has done so such hindrance or obstruction must immediately be removed upon request;
 - permit any liquids to seep or run from the hired area;
 - not manufacture, store, use or release hazardous materials in the Hired Area, the Centre or the land on which the Centre sits or cause or permit any contamination to emanate from the Hired Area;
 - store any perishable goods in the Hired Area; and/or
 - use any engine, machine, cooking device or other equipment which causes noise or vibration or emits smells from the Hired Area.
- When the booking ends, the Customer must:
 - vacate the Hired Area and return it to GPT in the same condition as it was in at the start of the booking (including making good any damage caused by the Customer);
 - return all access cards or keys for the Hired Area or the Centre provided to the Customer (and, if not returned, pay to GPT the standard fee for the cancellation and replacement of such access cards or keys); and
 - make sure all the customer's property is removed from the Hired Area and the Centre. If the Customer leaves any items when this booking ends those items become GPT's property and GPT may keep them or dispose of them at the Customer's cost.

35. Indemnity and liability:

- The Customer occupies and uses the Hired Area at its own risk.
- GPT, the owners of the Centre and our respective employees, representatives contractors and agents ("**Indemnified Parties**") accept no responsibility whatsoever for any injury, loss, or damage (including to the Customer's property) arising from the use of a Hired Area. The Customer 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 Customer's breach of these Terms and Conditions or any negligent or unlawful act or omission or wilful misconduct of the Customer.
- COVID-19 safety requirements apply as per <https://www.karrinyupcentre.com.au/weareopen>