# "GPT SHOPPING CENTRE: PERSONAL STYLING" TERMS AND CONDITIONS

# **General Terms & 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").
- 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 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 16 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 appliable 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;
  - (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. Credit card details must be provided at the time of making the booking in order to secure 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. The credit card details provided under Item 9 above will only be used in the event of a cancellation by the Customer in accordance with the terms set out in Item 35 below.
- 11. 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.
- 12. 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.
- 13. If you believe there has been an error in charging your credit card you must contact GPT via the contact details on 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.
- 14. 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.

- 15. Whilst credit card details must have been provided to secure the booking, separate payment in relation to the booked Service must be made in full by the Customer at the time of arrival for the Service. 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.
- 16. 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.
- 17. GPT may revoke your rights to use of the Centre Booking Service at any time.
- 18. 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.
- 19. 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.
- 20. GPT excludes from our relationship with you, so far as it is legally permissible:
  - (a) all conditions, warranties and other terms which might otherwise by 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.
- 21. 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.
- 22. 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 GPT or its servants, agents, representatives and contractors (including the relevant owners of the Centre), or with third party providers, including Square, who processes information on our behalf. 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.
- 23. 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.
- 24. 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.
- 25. GPT may accept or decline any request for a booking in its discretion.
- 26. 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.
- 27. 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).
- 28. You cannot change or cancel a booking unless permitted under the applicable Service Rules below.
- 29. 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.
- 30. 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.
- 31. 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: Personal Styling

#### 32. Service details:

- A single booking for the Personal Styling Service entitles you to a personal styling appointment with the selected stylist ("Styling Appointment"). The appointment includes a personalised consultation in the Style Lounge where the stylist will design a bespoke session, depending on the Customer's requirements, followed by a shopping experience at the Centre.
- A Styling Appointment can be for 1 to 4 guests which must be selected upfront.
- The Service Fee for a Styling Appointment depends on the duration, the number of guests and the selected stylist. Accordingly, the Service Fees are as follows:

Annelize Biggs	Bridget Hudson
Speed Style – 350.00 per person, 2 hours	Speed Style - \$390.00 per person, 2 hours
Essential Style - \$450.00 per person, 3.5 hours	Essential Style - \$550.00 per person, 3.5 hours
Natalie Dignam	Rachel Metropolis
Speed Style – 355.00 per person, 2 hours	Speed Style – 390.00 per person, 2 hours
Essential Style - \$655.00 per person, 3.5 hours	Essential Style - \$520.00 per person, 3.5 hours

These Service Fees are subject to change from time to time.

#### 33. Location:

Check in for the Styling Appointment is at Concierge desk, located on level one

## 34. Contact:

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

## 35. 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 Styling Appointment and be charged the Service Fee for that Styling Appointment (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 Styling Appointment, you will be charged the Service Fee for that Styling Appointment (plus a credit card fee of 2.2%) to the credit card provided at the time of making the booking. 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 Styling Appointment. We will not unreasonably refuse to grant

- a refund where the exceptional circumstances limited or prevented us from providing the scheduled session as originally planned. 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 Styling Appointment. We are not responsible for any other costs you might incur relating to the rescheduling of session times.
- The Styling Appointment 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 Styling Appointment. You will not be charged the Service Fee for the Styling Appointment if GPT determines that the Styling Appointment cannot go ahead. We are not responsible for any other costs you might incur relating to the Styling Appointment cancellation.

# 36. <u>Service Rules:</u>

- At the time of booking, you will be prompted to elect a session time of a minimum of hours and maximum of 8 hours, depending on which Styling Appointment package is purchased. These are fixed blocks of time that must be used in a single session (for example, you cannot pay for a 3 hour session and then request to split that time over two separate sessions). Further, if you do not use the Styling Appointment for your entire session time (for example, you pay for a 3 hour session but leave the Centre after 1 hour), you will not be entitled to any refund of the Service Fees paid by you, nor will you be able to redeem any outstanding time at a later date.
- Your appointment will be with the Stylist that you selected at the time of making your booking. You cannot request a different Stylist (whether prior to, at the commencement of, or during your session time). If, for reasons beyond our control, the Stylist you booked is unavailable (for example, due to illness), we may offer you another date and time of you may choose to cancel the booking.
- We and/or the Stylist will use our best endeavours to make all necessary reservations/appointments
  for you, but make no guarantees in this respect. Where availability is an issue (whether identified prior
  to or during your session time), we and/or the Stylist will use our best endeavours to notify you as soon
  as possible so that alternative plans may be made.
- Please ensure you arrive to check in for the Styling Appointment at the location noted above at least
   10 minutes prior to your session time, to allow time for checking in.
- Assistance to be performed by the Stylist is limited to accompanying you to retail stores at the Centre, advising you on styling options and combinations as well as providing you with fashion tips and advice tailored to your personal requirements.
- All activities included in the Styling Appointment are limited to activities within the Centre. The Stylist cannot assist you outside of the Centre.
- Styling is based on subjective personal judgements. Advice and recommendations by the Stylist are suggestions only and any purchasing and styling decisions will remain up to you. You will be fully responsible for paying for all goods and services purchased during your session. If you have any concerns about the suggestions offered by the Stylist, please inform the Stylist immediately so that they make adjustments tailored to your requirements. Remember that part of the Stylist's role is to make suggestions that you might not have considered for yourself. While the Stylist will endeavour to deliver an exceptional service, we make no guarantees or representations with respect to you agreeing with the suggestions provided by the Stylist.
- Any store returns or refund requests for items purchased during your session must be sought directly from the retail store at which you made your purchase.
- The Stylist will not:
  - o carry bulky, oversize or overweight goods on your behalf;
  - o provide child minding services;
  - handle or store your identification documents (including, but not limited to, passports or driver licences):
  - handle or store your money or credit cards (including cash, debit cards or cheques); or
  - o give any assistance that would breach any laws or put the Stylist at risk of injury.
- You are responsible for your own belongings during the course of the Styling Appointment. We (and the Stylist) are not responsible for any lost property during the course of your Styling Appointment.
- If you are unhappy with the service provided during the Stylist Appointment, please contact us via the email address or phone number provided above. The processing of any refunds will be at GPT's sole discretion (unless a refund is required by law). If a refund is to be given, this will be processed with 14 days of the determination being made.
- COVID-19 safety requirements as per <a href="https://www.karrinyupcentre.com.au/weareopen">https://www.karrinyupcentre.com.au/weareopen</a> apply.

## 37. Indemnity and liability:

- GPT, and the owners of the Centre and their respective employees, contractors, representatives and agents ("Indemnified Parties") accept no responsibility whatsoever for any injury, loss, or damage (including to the Customer's property) arising from the booking of and attendance at a Styling Appointment.
- 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.