

For GPT Property Management Pty Limited – Mobility Equipment Conditions of Use

1. Definitions

In this document:

- 'Centre' means **Pacific Fair Shopping Centre** and its representatives.
- 'User' or 'you' means a driver of the Mobility Equipment.
- 'GPT', 'we' or 'us' means GPT Property Management Pty Limited ABN 29 116 099 631 and its related bodies corporate (as defined in the *Corporations Act 2001* (Cth)).
- 'Mobility equipment' includes, but is not limited to powered scooters and wheelchairs.

Conditions of Use

- 2.1. GPT operates and manages the Centre.
- 2.2. GPT provides a booking service that allows Users 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**").
- 2.3. 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**").
- 2.4. 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, Visitor Lounge or Valet) in the Centre ("**Service Points**").
- 2.5. 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, unless a parent makes the booking on your behalf in accordance with clause 2.27 below.
- 2.6. 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.
- 2.7. 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.
- 2.8. 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.
- 2.9. 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.

- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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.
- 2.14. 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.
- 2.15. GPT may revoke your rights (acting reasonably) to use of the Centre Booking Service at any time.
- 2.16. 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.
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. GPT may accept or decline any request for a booking in its discretion.
- 2.21. 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.
- 2.22. 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) due to circumstances beyond its reasonable control. 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).
- 2.23. 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.
- 2.24. 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.
- 2.25. 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.

Eligibility Conditions

- 2.26. 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 GPT (acting reasonably). For further details on GPT's collection and use of your personal information, refer to the 'Privacy Collection Notice' below.
- 2.27. 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.
- 2.28. Users of mobility equipment are required to undergo training in the use of the equipment being hired. If GPT believes that the potential User is unable to use the equipment in a safe manner, GPT reserves the right to refuse to loan the equipment to that person.
- 2.29. 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.
- 2.30. GPT reserves the right to refuse the loan of mobility equipment to any person for any reason.
- 2.31. 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 equipment unattended at any time and is liable for any loss or damage to the equipment or caused by the User or that occurs while the equipment is in the User's possession. **The User must meet the cost of any loss or repairs required as a consequence of the User's use or possession of the mobility equipment.**
- 2.32. The User must immediately inform GPT of any accidents or damage that occurs whilst the mobility equipment is on loan.
- 2.33. 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.
- 2.34. Mobility scooters and wheelchairs cannot be used on escalators or travelators. Please use the lifts as indicated on the Centre map.
- 2.35. The mobility equipment remains the property of GPT at all times and is not to be taken out of the confines of the Centre or the Centre's car park.
- 2.36. All mobility equipment must be returned at least 30 minutes prior to the Centre's closing time.
- 2.37. By signing this Agreement, the User acknowledges that the Centre staff have demonstrated how to safely use the equipment, or the User has otherwise indicated that they are competent in its use.

Operating Guidelines

- 3.1. The User agrees to adhere to the following mobility equipment operating guidelines (as relevant):

Strollers

- 3.2. Per the manufacturer's recommendations manual, strollers have a maximum weight limit of [20kg approx., or 9kg lay flat mode, with under basket max load of 8kg]. Strictly one child allowed in each seat. Do not hang shopping bags or other items from the stroller handles as this may cause the stroller to tip.

Wheelchairs

- 3.3. **Per the manufacturer's recommendations manual, wheelchairs have a maximum carrying capacity of 100kg.**
- 3.4. Keep your hands away from the tyres when driving. Be aware the loose-fitting clothing can become caught in drive tyres.

Electric Mobility Scooter

- 3.5. Per the manufacturer's recommendations manual, powered scooters have a maximum carrying capacity of 135kg.**
- 3.6. **User must be at least 18 years of age.** GPT has the right to request citing of photo identification to verify the User's age.
- 3.7. 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.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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.
- 3.11. Do not operate your scooter while under the influence of drugs or alcohol which can impair the ability to drive safely.

Privacy Collection Notice

- 4.1. The mobility equipment you are hiring from us is fitted with a tracking device. The tracking device allows us to locate the mobility equipment to help ensure hired equipment can be returned to us. The functionality of the tracking device permits us to collect certain personal information including your mobile phone number and location information. This information will allow us to contact you to during your use of the equipment, only if required, and will provide us with information that can be released to law enforcement authorities in instances where the mobility equipment is not returned as required. By agreeing to hire this mobility equipment you are consenting to our use of the fitted tracking device on each piece of equipment, including the tracking functionality.
- 4.2. The personal information collected on this form and otherwise as part of the booking process for mobility equipment, is collected by GPT . We collect this information from you to verify your identity and arrange your loan of mobility equipment. If you do not provide the required information, we may not be able to approve your loan of the mobility equipment.
- 4.3. GPT may share your 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), with our third party providers such as Square, who process information on our behalf for that purpose, or with relevant insurance companies and insurances brokers if you have an accident or injury while using the equipment if you cause damage to the equipment or in the event of any third party claims for loss and damage, or as required by law. 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.

Indemnity and Release

GPT, the owners of the Centre and their respective employees, representatives, contractors and agents (Indemnified Parties) accept no responsibility whatsoever and will not be liable for any injury, loss, damage or inconvenience caused to the User or any other person whilst the mobility equipment is in the care or control of the User except to the extent caused or contributed to by the Indemnified Parties wrongful act or omission, negligence or default. 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 this Agreement or any negligent or unlawful act or omission or wilful misconduct of the User except to the extent caused or contributed to by the Indemnified Parties wrongful act or omission, negligence or default.

Mobility Equipment - Identification Form

Name: _____

Address: _____

Contact Number: _____

Regular Hire card #: _____
 Expiry Date: _____
 Contact #: _____
 *Condition report still to be completed

Identification

Tick and supply details for one (1) of the following forms of ID:

- Drivers Licence Licence Number: _____ Expiry Date: _____
- Passport Passport Number: _____ Expiry Date: _____

OR tick and supply details for two (2) of the following forms of ID:

- Medicare card Number: _____ Expiry: _____
- Pension card Number: _____ Expiry: _____
- Proof of age card Number: _____ Expiry: _____
- Other _____ Number: _____ Expiry: _____

Condition Report – Electric Mobility Scooter only

Wheelchairs & strollers – visual inspection only required

To be checked before and after every customer use of equipment

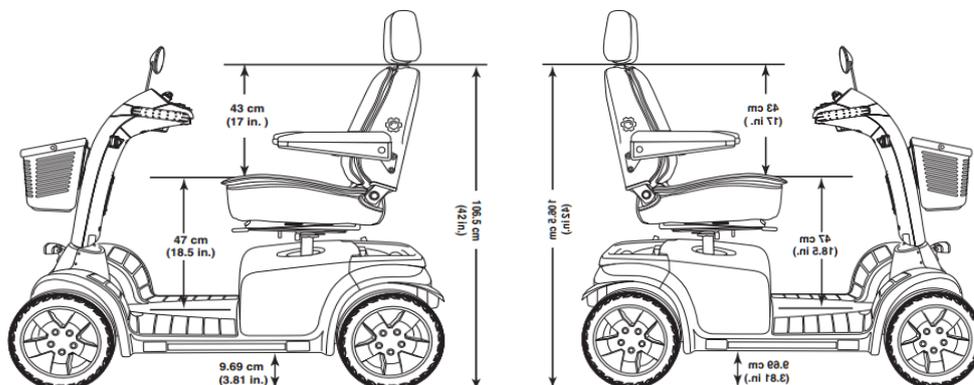
Mobility #/Licence plate: _____ Time out: _____ Time in: _____

Was the equipment returned in the same condition it went out in? **YES / NO**

Customer signature (witness of damage check): _____

Condition notes: _____

X = scratch O = dent



I have read, understood, and acknowledge the Mobility Equipment Conditions of Use and Privacy Collection Notice (See Pages 1, 2, 3 and 4 – Laminated Pages) and agree to the conditions of use and indemnity while using this equipment.

Signed: _____ Dated: _____