



# CONDITIONS OF ENTRY

## **Policy & Guidelines** 2016

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## 1.0 Aims / Objectives

The purpose of these guidelines is to describe GPT's policy on the conditions for admission of entry to GPT managed properties across Australia.

The guidelines have been established as a common sense approach to ensuring the optimum comfort and safety of all patrons/customers, while reflecting our vision of creating an environment which enriches the connection between people and place.

Our aim is that all customers, retailers, staff and visitors to the property have an enjoyable and safe experience.

## 2.0 Scope

These guidelines are intended to cover the Properties within the GPT managed portfolio in Australia<sup>1</sup>. These guidelines should be followed by GPT employees and employees of security firms contracted by GPT when determining whether to refuse entry into our Property or to withdraw permission for any person to remain in the Property.

[<sup>1</sup>Excludes Rouse Hill Town Centre]

## 3.0 Refusing Entry

The refusal of entry into the Property may raise a number of complex issues, including:

- The powers of security guards
- Anti-discrimination legislation
- Privacy
- Reputation of the Property and GPT
- Media attention

It is important to:

- Consider carefully whether or not it is appropriate to refuse entry in the circumstances and in light of these guidelines. It may not be necessary to refuse entry into the Property. Consider possible alternatives to resolving the situation, such as asking the individual to cease behaving in an anti-social manner or cease carrying out the conduct in question.
- Be firm, but courteous and polite.
- Not make judgements based on the individual's characteristics such as their gender, age, ethnicity, physical characteristics, disability or sexuality.

The Senior Site Based Manager has absolute discretion in relation to the enforcement of any of the conditions of entry. If unsure as to whether to refuse entry into the property or not, contact Centre Management office for advice.

### 3.1 Legal Considerations

The law grants to the owner of any business power to require visitors to leave premises, or to subject visitors to stipulations prescribed by the owner and this power is subject to compliance with other laws (e.g. the Anti-discrimination Act). The power arises from the fact that a Property, whilst a public place, is nevertheless privately owned and any legally appointed agents of the owner, which include security personnel, store detectives and staff are empowered to make decisions about who enters or remains on the premises. But of course those decisions must be reasonable and based on reasonable guidelines for the safe and lawful conduct of the business.

All shoppers have an implied "licence" to enter any business premises, but that licence can be denied, revoked or withdrawn if shoppers engage in activities which they know or ought to have known are inappropriate (eg. stealing or vandalism) or if they do not follow the terms of the licence which have been drawn to their direct attention upon their arrival (eg. a sign that describes the conditions of entry).

### 4.0 Behaviours

Our aim is that all customers, retailers, staff and visitors to the Property have an enjoyable and safe experience whilst at our Properties.

Consequently any anti-social, offensive or unsafe, and/or criminal behaviour will not be tolerated.

Anti-social behaviour includes but is not limited to:

- Abusive or offensive language
- Spitting
- Throwing objects
- Threatening behaviour
- Consumption of alcohol in the common areas of the premises
- Being under the influence of alcohol or drugs

Offensive or unsafe behaviour includes but is not limited to:

- Deliberately or recklessly obstructing the flow of pedestrian traffic either alone or with others
- Running
- Engaging in any act which is inherently unsafe or may affect public safety

Criminal behaviour includes but is not limited to:

- Smoking in prohibited areas
- Vandalism
- Graffiti
- Theft
- Assault
- Using drugs, selling drugs or attempting to buy drugs

Skateboards, bicycles and scooters are prohibited from use within the Property.

Animals are prohibited from the Property, with the exception of guide dogs and dogs used by state and federal authorities. **Consequently, guide dogs are permitted in the Property, including food courts.**

In all instances GPT employees and employees of firms contracted by GPT, must exercise the upmost care and reasonable judgement in protecting patrons/customers and when appropriate the police may be called for both anti-social and criminal acts.

As appropriate and in accordance with the Guidelines For Issuing Notices Prohibiting Entry, GPT employees and employees of security firms contracted by GPT may issue individuals with notices prohibiting entry.

For a full version of the Guidelines for Issuing Notices Prohibiting Entry are available on the GPT intranet – the eXchange.

One of the conditions on entry stated in the welcome statement is that there is to be no smoking (in the Property or within 10 metres of entry). The legislation in regard to the distance from a building in which smokers are prohibited from smoking varies. However, GPT believes it is reasonable to prohibit smoking within 10 metres of entry to protect the health and safety of our customers and visitors to the Property and that 10 metres from the entry is a reasonable distance adopted by many local government authorities and state governments and is in line with the general public's view on smoking in public areas.

The 10 metre non-smoking rule also applies to all land we own that is near the Property. However, GPT is unable to enforce the 10 metre rule in relation to public land outside the Property, such as pavements owned or managed by a local government authority.

The legislation in regard to what constitutes an "enclosed public space" also varies, however, in order to obtain some guidance on what an "enclosed public place" is we can refer to the NSW legislation/regulations in this regard.

Section 8(2) of the NSW Smoke Free Environment Regulations 2006 defines a covered area that is located outside to be "substantially enclosed" for the purposes of the Act, if the total area of the ceiling and wall surfaces is more than 75% of the total notional ceiling and wall area (if the walls were continuous with no gap and are of a uniform height). A traditional "canopy" structure, with no sides, is unlikely to therefore fall within the definition of an enclosed space or substantially enclosed, and consequently a no smoking ban in such areas is hard to enforce, unless within 10 metres of an entrance over land we control (as above).

## 5.0 Personal Presentation

In order to ensure that a majority of our customers, retailers and staff have an enjoyable safe and comfortable experience whilst at our Properties, we may refuse entry in the following circumstances:

- Where a patron displays offensive or explicit tattoos
- Patrons without footwear. It should be noted that footwear is required for occupational health and safety reasons associated with the malls, car parks and moving walkways/escalators to prevent the risk of injury
- Patrons not wearing a shirt / t-shirt

- Clothing displaying offensive or graphic images
- Patrons in a dishevelled condition that may or may not involve intoxication

As detailed in Section 3.0 above, alternatives to refusing entry should be fully explored and implemented whenever possible.

## 6.0 Escalators and Moving Walkways

The following conditions apply to **escalators**:

- Wheelchairs, prams and shopping trolleys are not to be used on the escalators. Patrons using wheelchairs, prams or shopping trolleys should be directed to use the lifts available for moving between each level of the Property.

In relation to **moving walkways**:

- Wheelchairs, prams and trolleys may be used on moving walkways. However, prior to using them on the moving walkways, the wheel chairs, prams or trolleys must be secured and the brakes engaged.

GPT employees and employees of security firms contracted by GPT should provide customers with assistance wherever required. Where a patron requires a wheelchair to get to their vehicle in a Property car park for example, they should be escorted to their car and the wheelchair returned to the Property by the staff member.

## 7.0 Conditions of Entry to Kids Play Areas

GPT provides kids play areas in some assets for the enjoyment of customers. To ensure everyone has a safe and happy experience we ask customers to observe the following simple rules:

- As the kids play area is designed for younger kids, only those 8 years or under and those less than 1.3 metres tall are permitted to play within the play area
- Kids must be supervised at all times and not left unattended
- Food, drink, chewing gum, toys, bottles, trolleys, high heels and objects likely to cause harm are to be kept out of the play area

Management reserves the right to ask customers to remove themselves or their kids from the play area or refuse entry to the play area at its absolute discretion.

The owners and management accept no liability or responsibility for any injury, loss, expense or damage of any kind to any person, property or personal belongings.

## 8.0 Breastfeeding Policy

GPT aims to provide a safe and enjoyable experience for all visitors and supports the right of mothers to breastfeed in the common areas of the Properties.

For convenience and privacy, many of our Properties have dedicated Parent's Rooms, however mothers are not required to breastfeed in the Parent's Room. GPT supports a mother's right to breastfeed where she is most comfortable.

We welcome feedback and any concerns or complaints are to be directed to the Senior Site Based Manager who will sympathetically deal with any issue and in accordance with GPT's privacy policy.

## **9.0 Special Needs Patrons and the Disability Discrimination Act (DDA)**

GPT strives to provide an enjoyable and rewarding experience for our patrons with special needs and disabilities.

GPT employees and employees of firms contracted by GPT must bear in mind the special needs and disability of our patrons and be receptive to comments or feedback on ways in which we can improve our Property and services.

## **10.0 Photography Policy**

For the enjoyment of our visitors, we allow photography for personal use within certain times and in certain areas of the Property.

Prior permission must be obtained if a customer or visitor wishes to take photos or film within the Property for commercial or external use. At no times do we permit photography in our back of house areas, in or surrounding our restrooms and within retail tenancies.

There are safety, security, privacy and copyright issues which need to be considered with all photography and filming within the Property. We may ask people to stop filming or photographing in the Property if in the circumstances, the activity is found to contravene the photography policy.

## **11.0 Car Parks**

This policy extends to the Property's car parks and peripheral areas owned and/or managed by GPT.

It is a condition of entry that patrons/customers enter the car park having accepted the terms and conditions detailed within Appendix A.

Children/minors or others who may be at risk are not to be left unattended in vehicles.

Patrons must be requested not to leave pets unattended in their vehicles.

Patrons must be requested to lock vehicles and stow-away all valuables out of sight and wherever possible to carry valuables and not leave them unattended within their vehicle.

## **Appendix A – Car Park Conditions of Entry**

### **CONDITIONS OF ENTRY**

**You enter and use the car park at your own risk including the risk of any injury, death, theft, loss or damage subject to the Trade Practices Act 1974**

**Vehicles are accepted for the purpose of parking only and persons may only enter the car park on the following conditions:**

1. If you do not accept these conditions, immediately exit the car park.
2. We are not liable to you for, and you release us from all claims in respect of personal injury or death occurring in the car park, theft or loss of or damage to or caused by a vehicle or any other person or object including but not limited to shopping trolleys (whether occurring in the car park or elsewhere), except to the extent that it was caused by our negligence or wrongful act or omission.
3. You indemnify us fully against claims by or liability to any other person and any expense we incur in respect of any personal injury, death, theft, loss or damage to the extent that it is caused or contributed to by you.
4. You are responsible for securing your vehicle in the car park. We are not responsible for ensuring that your vehicle is removed by you or persons authorised by you.
5. If we or any of us are trustees of a trust, then we enter into this contract only as a trustee of the trust and any obligations or liabilities are limited to the extent to which we can actually be indemnified out of the assets of the trust (unless we are fraudulent, negligent or in breach of trust).
6. You must park within the marked boundaries of a parking space and you must not obstruct the entry or exit of any other vehicle.
7. You must not use those bays that are reserved for emergency vehicles or disabled patrons unless you display a valid permit which has not expired.
8. You can gain access to or remove a vehicle only during the hours we display in the car park.
9. You must follow signs and instructions by us and any person appointed by us to control the car park and adhere to and follow any directions and regulations displayed in the car park or otherwise communicated to you from time to time.
10. We have the right to enter, move (including to an outside area), drive, prevent the exit or movement of, or have towed away, any vehicle. We are not liable for any damage caused to your vehicle if we move it.
11. Any provision of these conditions which is prohibited or unenforceable in any jurisdiction will as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of these conditions and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
12. We and us refers to GPT Property Management Pty Limited ABN 29 116 099 631 and the owner of the Property and their related entities, any other part owner, employees, contractors and agents appointed from time to time.
13. The exclusions of liability in these conditions of entry do not apply to any liability we may have to you as a result of a breach of a condition or warranty implied into these conditions by the Trade Practices Act 1974.
14. We or another party nominated by us may charge you (i) for parking in the car park, (ii) for not obeying any conditions of parking in the car park (iii) if you require access to the car park after hours, or (iv) require your vehicle to be removed from the car park after hours.