



Pace at Sleeman – Membership Terms and Conditions

By completing the membership agreement and using Pace at Sleeman operated by Stadiums Queensland (**Pace**), you agree to the following Terms and Conditions, as amended in writing from time to time and notified via email, for the duration of your membership.

For existing members, these Terms and Conditions will commence on **20 October 2025** and will replace any previous agreement or Terms and Conditions. If you are under 18 when entering into this agreement, these Terms and Conditions commence when your parent or guardian provides consent and signs or acknowledges this agreement.

Pace reserves the right to make changes to:

- Group fitness schedules (i.e. alter class type, times and instructors).
- Exercise equipment and facilities.
- Vary the operating hours due to public holidays, scheduling conflicts and to affect an increase or a decrease in operating hours.
- Membership terms and conditions, the conditions of entry, rules of use and any Pace policy documents, such as the privacy policy mentioned in these terms and conditions. We will only make changes after providing you with at least 30 days notice and at least 60 days notice for any changes to our fees.

1 Defined Terms

- (a) **Administration Fee** means the lesser of \$75 or 10% of the membership fee.
- (b) **Complex** means the Sleeman Sports Complex, Brisbane Aquatic Centre and Anna Meares Velodrome where Pace at Sleeman is located.
- (c) **Conditions of entry or Venue Conditions of Entry or Rules** means the conditions of entry and use of Pace, as notified/posted from time to time.
- (d) **Direct Debit Membership** means an arrangement for membership fees to be directly debited from your account by Pace or a third-party provider.
- (e) **Dishonour Fee or default fees** means any fee we are charged by our bank or third-party provider if you miss a payment.
- (f) **Membership** means your membership of Pace, as governed by this agreement.
- (g) **Membership fees** has the meaning identified in clause 6.1.
- (h) **Ongoing Agreement** means a membership agreement that:
 - (i) has an initial term;
 - (ii) continues after the end of the initial term; and
 - (iii) ends only if and when you terminate the membership agreement.
- (i) **Payment Agreement** means a separate agreement for payment of membership fees, including with a third-party provider for direct debit.
- (j) **Rules of the complex** means conditions of entry of Sleeman Centre as notified/posed from time to time.
- (k) **Terms and Conditions** means these terms and conditions.
- (l) **Us or we** means Stadiums Queensland operating Pace at Sleeman.
- (m) **You or Your** means the person with membership to Pace identified the membership form and in the case of a member who is under 18 includes a parent or guardian.

2 Term of Agreement

- 2.1 You will have a cooling off period of 48 hours during which you may terminate this agreement, in accordance with clause 13.
- 2.2 You may select the term of this agreement, which is the length of time you wish to be a member, by choosing one of the options in the membership agreement. If you select Direct Debit Membership then we will regard that as your election to enter into a new agreement with us and, at the end of the term, your Membership will renew for the same period as you selected in the membership agreement. In those circumstances, this agreement will be regarded as an Ongoing Agreement. You may terminate the agreement for the reasons set out in clause 13

prior to the end of the fixed term. However, you will be liable to pay membership fees for a period of 14 days after you give us notice of termination, as well as the Administration Fee set out in clause 13.8, where you terminate in accordance with clause 13.3.

3 Membership terms and entitlements

- 3.1 Your Membership is governed by this membership agreement.
- 3.2 This 'membership agreement' incorporates your membership application form and the information which you have provided to us in the membership form ('membership form'), these Terms and Conditions, all policies and rules of the Venue and of Pace which we reasonably ask you to comply with, which we may modify or update from time to time, including the Venue Conditions of Entry, and the Privacy Policy.
- 3.3 Submitting a membership form does not automatically entitle you to membership as your application needs to be considered and accepted by Pace. Once acceptance of your application is confirmed by us and you pay the applicable fee, a membership agreement is formed. The start date of your Membership will be set out in the membership agreement, or we will notify you of the start date once we enter into the membership agreement.
- 3.4 If accepted by Pace, your Membership permits you to use the Pace facilities and equipment as set out in the membership form and the terms of the membership agreement.
- 3.5 Your Membership is non-transferable and is only available at Pace at Sleeman.
- 3.6 The access to facilities and services at Pace at Sleeman will depend on the Membership you purchase. A minimum of 3 days' notice is required for a change in membership type.

4 Membership obligations

- 4.1 Your Membership requires you to:
 - (a) Update your contact details with us when they change.
 - (b) Members must always use the facilities with respect to other members and patrons. Disorderly, disruptive, inappropriate, or anti-social behaviour to other members, patrons, and staff, including offensive or abusive language, will not be tolerated and may result in exclusion from the facility or suspension or termination of Membership.
 - (c) Comply at all times with these membership Terms and Conditions.
 - (d) Comply with the Rules of the Complex, as displayed in and around the Complex, which Sleeman Centre may amend from time to time by providing you with 30 days notice of any proposed change and posting the updated Rules in and around the Complex.
 - (e) Comply with all Conditions of Entry and use, and the guidelines in this membership agreement, which we may amend from time to time by providing you with 30 days notice of any proposed change and posting the updated Rules in and around Pace.
 - (f) Pay all agreed fees, ensure sufficient funds are available to cover all fees and advise us in advance if your bank account or credit card is closed or changed. Where you have entered into a direct debit payment arrangement with our third-party service provider then you will have the same responsibility to them to ensure that all payments due can be processed and you acknowledge that they (or we) may recover default fees from you in relation to missed or dishonoured payments.
 - (g) Acknowledge that it is your responsibility to cancel direct debit facilities in respect of your membership when your membership agreement expires or is terminated.
 - (h) Immediately inform us if you are feeling unwell or if you are or reasonably believe that other members may be under the influence of drugs or alcohol upon arrival at Pace.
 - (i) Inform us in advance if you have or are developing any health condition which may pose any risks to your health if you participate in fitness services.
 - (j) Obtain, if we reasonably require, approval from your Doctor or General Practitioner Before commencing or participating in any fitness service or using the facilities at Pace.
 - (k) Pace has zero tolerance for the use or distribution of illegal or illicit drugs, performance enhancing drugs or supplements which are prohibited by the World Anti-Doping Agency (WADA) or Sports Integrity Australia (SIA).
 - (l) We do not permit alcohol to be brought into Pace facilities or persons affected by alcohol to use Pace facilities.

- (m) Stop using equipment and participating in a class immediately, if you are feeling unwell or are injured.
- (n) It is your responsibility to exercise within your capabilities and not to use the facility, work out or participate in any class dangerously, recklessly, without due care or to the extent that you suffer any injury or harm.
- (o) Advise us immediately if you are injured at Pace.
- (p) Inform us and cease using equipment immediately if you notice that any equipment is damaged, faulty, or not working properly.
- (q) Follow all lawful directions of Pace staff, security, and emergency officers in relation to using facilities, equipment and accessing Pace, the Building and the Complex.
- (r) Immediately vacate Pace, the Building and Complex as required, including during an emergency or at any time as requested.

5 Access

- 5.1 You will be issued with a membership card, or other form of identification and access, upon joining.
- 5.2 As a condition of Membership, we may require you to independently verify your identity, including where you join online or electronically.
- 5.3 We may require you to produce photo ID or other proof of identity. If we retain any record of that nature, it will be held and used only in relation to your membership with Pace and in accordance with our Privacy Policy.
- 5.4 You consent to us retaining your personal information for those purposes.
- 5.5 Each member will be allocated only one card.
- 5.6 You must register your attendance on each, and every, visit to Pace by swiping your Membership card to enter.
- 5.7 You must carry your Membership card at all times whilst in the Complex.
- 5.8 If your Card is lost or stolen, you must report same to Customer Service as soon as practicable during business hours.
- 5.9 A fee may be charged, which is payable by you, for the issue of a replacement card, as set out in our list of fees.
- 5.10 You cannot permit other persons to use your membership card.
- 5.11 You cannot 'tailgate' by entering Pace following another member without swiping your Membership card and must not allow other persons into Pace with your Membership card.
- 5.12 All guest visitors are required to sign in at reception and complete all related paperwork and otherwise comply with the Terms and Conditions of Pace and Rules of the Complex.
- 5.13 Entry to Pace may be refused as a result of unpaid or outstanding membership fees as detailed in this membership agreement.
- 5.14 A breach of this clause 5 may result in suspension or termination of Membership.

6 Membership Fees

- 6.1 You agree to pay all membership fees identified in your membership agreement and agree to be bound by the direct debit terms and conditions as described in the Payment Agreement (membership fees).
- 6.2 You must make your payments in advance, on time and at the times specified in the Payment Agreement.
- 6.3 You must complete and agree to a Payment Agreement authorising our payment provider as nominated and advised by us from time to time (Payment Provider) to debit the Membership Fee due for each direct debit period from your nominated account.
- 6.4 We will endeavour to contact you by phone, SMS or email to inform you of any overdue payments.
- 6.5 In the event that we cannot contact you by phone, SMS or email, we will provide you with written notice of overdue payments.
- 6.6 You will be charged a Dishonour Fee as determined by the direct debit provider, in the event that a direct debit payment is dishonoured by your financial institution.
- 6.7 Additional fees (being bank charges or administrative charges incurred by the Payment Provider) will apply for any overdue or late payments. If your payment arrangement is through a direct debit provider, your agreement

will be with them (in relation to payment), and you should review their terms to ascertain any late payment or default fees.

- 6.8 Any failure to meet your payment obligations (other than through our fault or the fault of our Payment Provider) may be referred to a debt collection agency where dishonour fees and additional fees may be applicable in relation to the recovery of unpaid fees from you.
- 6.9 Without prejudicing our rights to recover any overdue payments, your Membership may be immediately suspended or terminated by written notice to you if you remain in default of payment.
- 6.10 We may change our service providers including our Payment Provider. Where we do, we will endeavour to provide you with reasonable notice, and you must complete and agree to a Payment Agreement authorising our new Payment Provider to debit the membership fees due for each direct debit period from your nominated account.
- 6.11 Pace may review the membership fees from time to time. At a minimum, new fees will apply from 1 July each year.
- 6.12 We agree to use reasonable endeavours to provide you with written notice, to your nominated contact details, of the changes, at least sixty (60) days prior to the changes taking effect.
- 6.13 For any notices issued to you, we will deem receipt to have occurred three (3) business days after the written notice was posted, if posted, or immediately upon the notice being provided by email as long we have not received notice of the email being undelivered.
- 6.14 At the end of the sixty (60) day period, you authorise us and/or the Payment Provider to debit the new amount to your account.
- 6.15 If you consider that you are adversely affected by any change in membership fees, you may terminate this agreement without penalty in accordance with clause 13.

7 Membership Suspensions

- 7.1 Members who have a paid in full or Direct Debit Membership may request to suspend their membership for a minimum period of 14 days up to a cumulative maximum of 1 month within any 12-month period. This may be approved by the Health & Fitness Manager in their absolute discretion. Members must provide a minimum of 3 days' notice for any suspension.
- 7.2 Members who are unable, by reason of temporary physical incapacity, which must be verified by medical certificate, to avail themselves of the fitness services under this agreement, may defer the balance of the period, to a maximum of 3 months in any 12-month period, unless a further period is agreed in writing with Pace.
- 7.3 You acknowledge that there may be an administration fee for any suspension or deferral, which are set out in our schedule of fees. The administration fee for Direct Debit Membership is equal to the value of 1 week of the membership the member has.

8 General conditions of entry

- 8.1 Members must comply with the general conditions of entry at all times and must ensure that their guests also comply. The general conditions of entry may be amended from time to time as set out in these terms.
- 8.2 You are required to act responsibly at all times within the premises and the Complex.
- 8.3 You agree to respect the rights and needs of fellow Pace members and staff and conduct yourself accordingly.
- 8.4 Any concerns or complaints you may have in relation to other Pace members or staff is to be put in writing and directed to the Health and Fitness Manager, Sleeman Sports Complex at info@sleemansports.com.au.
- 8.5 Care of personal property is the responsibility of the owner.
- 8.6 Bags and personal items must be stored where they will not present a risk to others.
- 8.7 Appropriate attire (including dress, shirt/singlet and shorts/pants or skirt) and closed-in footwear is to be worn at all times.
- 8.8 Equipment must be used for its intended purpose only, including safety features. If unsure, please ask for information and advice.
- 8.9 Report any hazards, incidents, faulty equipment, misuse of equipment or unsafe practices to our staff immediately.
- 8.10 A sweat towel must be used during workouts. If you fail to do so, or otherwise fail to properly use or maintain the equipment, you may be requested to vacate Pace.

- 8.11 You understand the safety equipment and features shown in the induction and that it is your responsibility to familiarise yourself with the equipment prior to commencing training.
- 8.12 If Pace decides to provide 24/7 access (in its sole direction which may be approved or withdrawn, including on a trial basis from time to time) then after hours or unsupervised access will only be available to members aged 18 years old and over. Should Pace elect at any time to adopt 24/7, after hours or unsupervised access, that will be offered as an additional benefit to members. Should Pace elect to cease 24/7 access, that will not be regarded as a detriment or having any negative impact on members.
- 8.13 Access is granted for personal use only. Commercial, professional or business use requires our prior permission and agreement and is at our sole direction. This applies to paid or unpaid services that may be rendered. These activities include but are not limited to personal training, group fitness, exercise physiology, physiotherapy, and exercise science training.
- 8.14 Pace staff may at any time, in their absolute discretion, refuse admission to any person and/or direct any person to vacate Pace or the Complex and will not be liable in any way for such action.
- 8.15 You agree to immediately comply with such a direction and acknowledge that Pace will not be liable in any way for making such request or direction.

9 Use of equipment

- 9.1 For the safety of you and others, you must follow all equipment operating guidelines and safety instructions on the equipment. Where instructions are not available or you are unfamiliar with the equipment, you must see staff to ascertain proper use of the equipment.
- 9.2 Equipment inductions are available to all members at no additional cost and is compulsory for all members under the age of 18 and their supervising parent or guardian. Please see Customer Service to book this.
- 9.3 If you are not sure of correct use or operation of equipment, please seek assistance from a Pace staff member.
- 9.4 You are required to return equipment to their original state when you have finished, including:
- (a) Return weights and bars to their rack;
 - (b) Unload plates from machines and bars;
 - (c) Return equipment to its storage location in Group Fitness classes.
- 9.5 Equipment is not to be left unattended within the Venue even if you have not finished working out or intend to use it again later and, in particular, equipment or personal items:
- (a) must not be left in any position where they may cause a hazard, block or restrict access or create a safety issue;
 - (b) must not be used to hold, bar or prevent others from using any equipment or space within the Venue.

10 Your medical/fitness condition

- 10.1 You agree to complete a Pre Exercise Questionnaire (as a mandatory condition of your Membership) at the commencement of your Pace Membership, and acknowledge that the information provided by you will be used by Pace staff as a guide to the limitation of your ability or capacity to exercise. You will not be permitted to use Pace until you have completed this form.
- 10.2 You acknowledge that for your own safety and in the event that Pace staff consider it to be necessary, you may be required to obtain a clearance from a Doctor, and that until such time as this is provided, your use of Pace facilities and services may be restricted. It is your responsibility not to use any equipment which may adversely affect any medical condition.
- 10.3 You hereby represent to us and our directors, officers, employees, contractors, and agents that, to the best of your knowledge, you do not have any physical, medical or other disability or condition which may be affected or aggravated by, or which may result in any sickness, injury or death to you as a result of your use of Pace or its facilities.
- 10.4 If you have any health or medical concerns now or after you join as a member of Pace, you must discuss them with your doctor before using the equipment or Pace.
- 10.5 You acknowledge that Pace will not give you any medical advice before you use the equipment and cannot give you any medical advice after you use the equipment.
- 10.6 We reserve the right to restrict, suspend or terminate your Membership, or restrict you from participating in certain classes and/or from utilising some equipment, if we are of the reasonable opinion that you are unfit to or

should not utilise Pace facilities, classes, or equipment. If your Membership is restricted or suspended for this reason, you will not be entitled to use the specified equipment, classes or facilities and your Membership will not be reinstated until you provide us with a medical certificate confirming that you are fit to train.

- 10.7 You specifically consent to the provision of personal information to Pace for the purposes set out in this clause and acknowledge that some of the information provided may be sensitive personal information. You consent to the use of such information specifically in accordance with this agreement and our privacy policy.

11 Age restrictions and supervision requirements

- 11.1 All members of Pace must be a minimum of 14 years of age. All members aged 14 – 17 years must have a parent or guardian co-sign this membership agreement, agree to be bound by its terms (on their own behalf and on behalf of their child), remain responsible for payment of membership fees and ensure their child complies in full with these terms.
- 11.2 All members aged 14 years – 17 years must undertake a pre-exercise questionnaire for young people including parental/guardian signoff Pace induction prior to participating in any activity or using the gym or facilities.
- 11.3 Members aged 14 to 17 years may only enter and train during staffed hours. Those members will not be given 24/7, after hours or unsupervised access.
- 11.4 Members aged 14 and 15 must be supervised by a parent or guardian at all times. Members aged 16 and 17 years may enter and train unsupervised during staffed hours provided parent or legal guardian consent has been given.
- 11.5 Both the parent and child consent to the use of exchange of personal information between Pace and each of them pursuant to this agreement.

12 People requiring a support worker/carer while using Pace facilities.

- 12.1 Support workers/carers are to abide by all Pace conditions of entry. All Terms and Conditions including conditions of entry apply to the member requiring a support worker/carer and to the support worker/carer.
- 12.2 Where a member requires a support worker/carer, they are only permitted to use Pace during staffed hours. An exception to this term is made when the member is attending an appointment with an approved Pace member, or a licenced exercise professional who has an agreement in place with Pace.
- 12.3 All support workers/carers bringing members to Pace must complete a Pace induction prior to the member using the facilities.
- 12.4 Support workers/carers attending Pace must be signed in as a visitor at reception.
- 12.5 Where a person requires a support worker/carer they must still be able to personally use the emergency equipment as required, or the carer/support worker or Pace staff member or licensed exercise professional working with the member must be able to enable the safe use of emergency equipment.
- 12.6 Support workers/carers are not permitted to utilise the equipment unless they are also a Pace member.
- 12.7 The support worker/carer must stay and support the member at all times, providing active support as required by the member.

13 Suspension, Termination, and refunds

- 13.1 You acknowledge and understand that we may suspend your Membership where:
- (a) We have a concern for your health and safety
 - (b) You display improper or harmful conduct.
- 13.2 Where we suspend your Membership as above, then your fees will be suspended for the same period.
- 13.3 Your Membership can be terminated by you at any time upon the provision of 14 days written notice to us at pace@sleemansports.com.au subject to you paying to us the amount set out in clause 13.8
- 13.4 On termination of upfront Memberships, after the 14 day notice period, we will refund any unused portion of your Membership, less:
- (a) During the Cooling off period or where you have permanent sickness or physical incapacity:
 - (i) the fee for any fitness service supplied, for which you have not yet paid (unpaid fee); and
 - (ii) the Administration Fee.
 - (b) For any other reason (per clause 13.3):
 - (i) the fee for any fitness service supplied for which you have not paid;

- (ii) your Membership fees for the notice period of 14 days following notice of termination; and
- (iii) the Administration Fee.

- 13.5 after retaining a reasonable administration charge which shall be 10% of the original fee paid for the membership (max. \$75). The membership will continue to be valid for 14 days from, and including, the date that cancellation request is received.
- 13.6 On termination of Direct Debit memberships, any payments scheduled within the 14 days notice period must still be paid. The membership will continue to be valid for 14 days from, and including, the date of the final payment.
- 13.7 If you wish to terminate your agreement due to permanent sickness or physical incapacity, the fourteen¹⁴ fourteen (14) day notice period set out in the previous paragraph will not apply, but you must provide us with:
- (a) Written notice of the termination; and
 - (b) A medical certificate stating that you cannot use the fitness service because of your permanent sickness or physical incapacity.
- 13.8 Pace refunds will be paid within fourteen (14) days.
- 13.9 We may terminate your Membership at any time on the following basis:
- (a) you fail to make any payments of your membership fees;
 - (b) any payments of fees are consistently late;
 - (c) we reasonably suspect that you are engaging in illegal activity at Pace;
 - (d) you fail to comply with Membership Terms and Conditions and the Rules of the Complex, or your membership agreement;
 - (e) your conduct is improper or harmful to the best interest of Pace members.
- 13.10 In the event that we terminate your Membership for these reasons, termination will be effective on the date that we send notice and you are liable for all financial obligations until that date.
- 13.11
- 13.12 You acknowledge that the Complex is a large multipurpose sporting complex and is used for many events throughout the year. During these periods, you understand that there may be access issues and disruptions to the availability of Pace for your use. You acknowledge that we will do our best to accommodate Pace members during these periods. However, in some circumstances cancellations or closures of Pace may be necessary. We will keep you informed of the potential disruptions or cancellations throughout the term of your Membership.
- 13.13 We reserve the right to redevelop or maintain all or part of the Complex (including Pace) at any time in our sole discretion which may cause disruption or inconvenience to Pace members from time to time. Whilst we will do our best to provide fitness facilities and classes, works may necessitate alternative space or area closures from time to time.
- 13.14 You acknowledge that we may close Pace at any time including for renovation works, maintenance, for a Major Event, during extreme weather or an emergency. Where this occurs, we will endeavour to provide you with as much prior notice as possible. You agree that you are not entitled to a reduction, refund or suspension of fees paid unless the closure is for more than 5 days in any calendar month. If any closure due to renovation works, maintenance or Major Event is expected to take more than 5 days, we will suspend your Membership and any obligation to pay fees for the period of the suspension, in accordance with clauses 13.1 and 13.2.
- 13.15 You acknowledge that at times, we may operate Pace without instructor supervision and reserve the right to adjust which hours are supervised and which equipment is available to members during unsupervised hours, without a change to Membership fees.

14 Security and Video Surveillance

- 14.1 CCTV surveillance is used at Stadiums Queensland venues, including Pace at Sleeman, for safety, security, and monitoring activities conducted within our venues. This may include monitoring behaviour and compliance with entry requirements.
- 14.2 By signing your membership agreement you acknowledge that by accessing Pace you will be subject to video surveillance and understand that we will only use and store video footage and/or your image in accordance with our Privacy Policy.
- 14.3 Video surveillance will be placed at appropriate locations throughout Pace and will not occur within the walls of the changerooms, bathrooms or assessment rooms.

- 14.4 Surveillance footage will be used by Stadiums Queensland for the purposes outlined above and will only be accessed and used by authorised employees, officers, or contractors of Stadiums Queensland.
- 14.5 If you would like further information about how Stadiums Queensland handles personal information, please go to <https://www.stadiums.qld.gov.au/privacy.aspx>. If you have any questions regarding your privacy, please contact RTI-Privacy@stadiums.qld.gov.au.

15 Liability

- 15.1 You understand and acknowledge that we purchase or lease the equipment from a third party and therefore do not manufacture any of the fitness or other equipment used at Pace.
- 15.2 You understand and acknowledge that Pace is providing recreational services and, in some circumstances, may not be held liable for your loss or for defective products or equipment, detailed below.
- 15.3 We are not liable to you for any personal property that is damaged, lost, or stolen while on or around Pace including, but not limited to, a vehicle or its contents or any property left in a locker.
- 15.4 If you cause damage to Pace or any equipment you may be liable to us for its cost of repair or replacement.
- 15.5 You understand that as part of your Membership, you use Pace, the equipment, and participate in classes or undertake programs at your own risk and voluntarily assume this risk, and fully release, to the fullest extent permitted by law, us and our servants, employees, agents, invitees and licensees from and against all liability howsoever arising and whether caused by you, us, or another party, from (except where we are negligent):
- (a) any claim, expense, accident, loss, damage, or injury to your person (including death) or your property occurring in Pace and/or the Complex or any part thereof; and
 - (b) any claim, expense, accident, loss, damage, injury or death to any other person or property occurring in Pace or the Complex or any part thereof.
- 15.6 You agree that to the extent permitted by law we will not be liable for, and you will have no claim against us for injury or loss sustained by you including for death, personal injury or illness, including any claim for consequential loss, loss of profits, direct, indirect or special damages, whether sustained by you or by others in relation to use of the services or facilities.
- 15.7 The following clause shall apply notwithstanding any other term of this agreement:
- WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012:
- If you sign this agreement, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this agreement, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.
- Under the Australian Consumer Law, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-
- are rendered with due care and skill; and
 - are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
 - might reasonably be expected to achieve any result you have made known to the supplier.
- Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this agreement.
- NOTE: The change to your rights, as set out in this agreement, does not apply if your death or injury is due to gross negligence on the supplier's (Pace's) part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.
- 15.8 In the event that Pace operates as a 24/7 facility, you acknowledge that the facility may not have staff present at all times. If you use the facility during times when no staff are on premises, you acknowledge that you do so at your own risk and on the understanding that there may be no one to respond or assist you in the case of injury, illness, medical event, or medical emergency. You acknowledge that the releases set out in this clause 15 will apply in those circumstances and that you will release Pace from any claims, to the extent permitted by law, as set out in clauses 15.5, 15.6 and 15.7.

16 Goods and Services Tax

Unless otherwise stated, all prices quoted are inclusive of GST.

17 Privacy Notice

- 17.1 You consent to the collection and use of your personal information in accordance with our privacy notice and the terms of our privacy policy.
- 17.2 You agree to provide us with certain information to enable us to provide the services to you. Where you provide information to us, you consent to us using that information in order to provide the services, to enhance the services provided and for matters which are incidental to the provision of services to enable you to enjoy the benefits of membership. Those may include informing you of promotional offers, informing third parties of information related to the provision of the services and/or where necessary to your wellbeing.
- 17.3 Stadiums Queensland manages personal information in accordance with the Information Privacy Act 2009 and our privacy policy (as updated from time to time).
- 17.4 Stadiums Queensland is collecting your personal information for the purposes of operating the fitness centre, Pace at Sleeman and for incidental purposes. The information collected may include:
- (a) contact details, including your name, phone number and email address
 - (b) identifying information such as date of birth, height, weight;
 - (c) for gym members confirmation of identity, such as driver's licence number;
 - (d) details of medical conditions, injuries, and illness.
- 17.5 Stadiums Queensland will collect that information for the purposes of providing you with membership to Pace at Sleeman and to keep you informed about future promotions and events. The information collected will be used by Stadiums Queensland for this purpose and will only be accessed and used by authorised employees, officers, or contractors of Stadiums Queensland. Information may be provided to medical personnel if you have an accident or are injured whilst visiting the Complex. Unless you have provided your consent, authorised by you or required by law, your personal information will not be disclosed to any other parties.
- 17.6 Stadiums Queensland may use third party contractors to assist in the provision of services. If you wish to separately acquire any services through a third party, it may be necessary for you to accept their terms, including in relation to the handling of your personal information. Where you provide your email address, and we contact you using this email address your information may be transferred overseas depending on the location of your email provider. By providing us with your email address you consent to this transfer of your personal information overseas.
- 17.7 If you would like further information about how Stadiums Queensland handles personal information, please go to <https://www.stadiums.qld.gov.au/privacy.aspx>. If you have any questions regarding your privacy, please contact RTI-Privacy@stadiums.qld.gov.au
- 17.8 You acknowledge that access to the mywellness platform is an opt-in service and if you elect to join, you are required to create a mywellness account and accept Technogym Australia Pty Ltd standard terms and conditions (including their privacy policy which is available at www.technogym.com) as part of the process. Technogym's mywellness platform is hosted outside Australia, and your personal information will be transmitted and stored internationally. Stadiums Queensland does not have control of, or access to, information entered or stored in the mywellness platform.

18 Complaints

- 18.1 Complaints may be made to Health and Fitness Manager at info@sleemansports.com.au and will be handled in accordance with our Complaints process which is published at <https://www.sleemansports.com.au/pace-at-sleeman/feedback>.
- 18.2 If you have a complaint, you should contact us in accordance with our Complaints Handling Process, which complies with Australian Standard AS 4269 – 1995 and ISO 10002 - 2014, published at <https://www.sleemansports.com.au/pace-at-sleeman/feedback>.
- 18.3 We may update or amend our Complaints Handling Process from time to time including as required to remain current with the Australian Standards and will provide you with notice when that occurs.

19 Governing law

These terms and conditions shall be construed in accordance with the laws of the State of Queensland and the parties submit to the courts of that jurisdiction.

20 Assignment

Pace may assign, dispose of, deal with, declare a trust over or otherwise create an interest in, its rights or obligations under this agreement by written notice to you, including in the event of sale of Pace.

21 No Payment Required to Claim Indemnity

It is not necessary for a Party to incur expense or make payment before enforcing a right of indemnity under this agreement.

22 Entire Agreement

This document embodies the entire agreement between us and supersedes all previous agreements, warranties and representations.

23 Severability

If the whole, or any part, of a provision of this agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this agreement has full force and effect, and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance materially alters the nature or intended effect of this agreement.