

THE GREEN, CARSELDINE VILLAGE
TERMS AND CONDITIONS

MEDQ is the lawful owner of the Facilities at The Green at Carseldine Village, Carseldine. All use of the Facilities at The Green are subject to these Terms and Conditions which constitute a legally binding agreement between each User and MEDQ on and from the earlier of the date of a Booking or the date of entry onto of the Facilities.

DEFINITIONS

1. In these Terms and Conditions unless inconsistent with the context or subject matter:
 - (a) "All Claims" means all claims, actions, suits, demands, damages, losses, negligence, interest and costs arising out of or as a consequence of the entry upon or use of the Facilities or engagement in the Permitted Use or any unauthorised use or activities;
 - (b) "Any Loss" means any loss, damage or injury to a person (including the User) or property, including but not limited to any damage or injury occasioned to a User whatsoever including without limitation as a result of a User using the Facilities and/or participating in the Permitted Use whether caused by negligence, act or omission, accident, another User, flora or fauna or however otherwise caused;
 - (c) "Booking/s" means a booking to use part of the Facilities made by a User on the BrightSport mobile application or website;
 - (d) "BrightSport" means the third party provider of the mobile application or website through which a Booking can be made and paid for;
 - (e) "Common Area" means any part of The Green which is available for the shared use of Users and invitees including roads, pathways, corridors and lawns;
 - (f) "Facilities" means the sport and recreation facilities at The Green and includes without limitation the sporting fields, volleyball court, cricket practice nets, tennis court, netball court, basketball court, playground, yoga lawn, exercise circuit area, ping pong table, BBQ and seating area, car park, building, reception, storage and bathroom facilities, the Common Area and all equipment available for use at The Green;
 - (g) "Fee" means the fee and GST payable for a Booking as set out on the BrightSport mobile application or website which may be reviewed and varied by MEDQ from time to time;
 - (h) "MEDQ" means the Minister for Economic Development Queensland ABN 76 590 288 697 and its contractors, lessees, licensees, agencies, suppliers, distributors, servants, employees, agents, representatives and officers;
 - (i) "Permitted Use" means the use of the Facilities for their usual and obvious sport and recreation activities and activities incidental to such use;
 - (j) "The Green" means the area within Carseldine Village identified as The Green, located at 532 Beams Road, Carseldine in the State of Queensland;
 - (k) "User" means a person who books or attends or uses the Facilities and includes all invitees of the user;
 - (l) "Venue" means the specific section of the Facilities the subject of a valid Booking by a User.

BOOKINGS AND USE

1. In consideration of the User completing a Booking and paying the Fee, MEDQ grants to the User a licence to enter upon and use the Venue for the duration of the Booking.
2. A Booking can be made via the BrightSport mobile application or website by:
 - (a) an individual or a sporting club if the Venue is tennis/netball courts, volleyball courts or the cricket practice nets within the Facilities; or
 - (b) a sporting club only if the Venue is a sporting field within the Facilities.
3. Lighting for the Venue will only be provided during the time for which the Booking is made. Lighting may be turned off once the Booking is finished. It is the User's responsibility to monitor the time and to exit the Venue while there is sufficient lighting. In the rare case where lighting

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cannot be provided as a result of an electrical fault or lack of access to electricity, then lighting for the Venue may not be provided.

4. A Booking can be altered or cancelled in accordance with the BrightSport mobile application or website functionality or the BrightSport Hirer Terms and Conditions. MEDQ has no control over or liability for such functionality, terms or consequences.
5. The User acknowledges and agrees that it must use the Venue only for the conduct of the Permitted Use and not otherwise.

USE OF COMMON AREA

1. The User must keep the Common Area clear and not obstruct or interfere with MEDQ or any invitee of MEDQ or any other Users use or access to the Common Area or Facilities.
2. The User must ensure that vehicles are not driven or parked on fields, gardens, lawns, or pedestrian paths (unless specific approval is given). Parking fines will be issued if vehicles are parked unlawfully.
3. The User must not use any services including but not limited to toilets, drains, plumbing or electrical services in the Common Area for any purpose for which they are not intended or otherwise as directed by MEDQ.
4. The User acknowledges and agrees that nothing contained in these Terms and Conditions restricts, precludes or in any way limits MEDQs exclusive right to use the Common Area or to impose any conditions, restrictions or limitations upon any persons access to and use of the Common Area.

MEDICAL CONDITION/S

1. At the time of making a Booking and at the time of attending and using the Facilities, the User warrants that:
 - (a) the User is in good physical condition;
 - (b) to the best of the User's knowledge, the User does 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 the User as a result of, the User's use of the Facilities; and
 - (c) the User knows of no medical or other reason why the User cannot use the Facilities.
2. The User acknowledges that MEDQ (including any of its contractors, lessees, licensees, employees, agents, representatives and officers onsite at the Facilities) are not medically trained and are not qualified to assess if the User is in good physical condition and can engage in a Permitted Use exercise without risking the User's health, safety or comfort. If the User has any doubts, MEDQ strongly urges the User to seek expert advice before starting any activities within the Facilities.
3. It is the User's responsibility not to use any equipment within the Facilities which may adversely affect any physical or medical condition.
4. The User must not use the Facilities if:
 - (a) the User has an infection, a contagious illness or a physical ailment, such as an open cut or sore; or
 - (b) there is any other risk, however small, to other Users and/or MEDQ.
5. The User consents to medical treatment or assistance being sought or given if considered necessary by MEDQ.

USER'S OBLIGATIONS

1. The User must:
 - (a) take out and maintain public liability insurance in its name with the interest of MEDQ as landowner noted, for an amount not less than \$10 million and must provide a copy of such policy and evidence of its currency to MEDQ upon request;

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- (b) pay the Fee at such times and in such manner as prescribed herein or as directed from time to time by MEDQ;
- (c) conduct the Permitted Use in a proper manner and in doing so not do or allow to be done anything illegal or objectionable or carry on or allow to be carried on any noxious, offensive or dangerous activity or do any thing or act which causes an annoyance or nuisance to MEDQ or any invitees or other Users or occupiers of any part of the Facilities;
- (d) comply with all laws, regulations and other statutory obligations required for the lawful conduct of the Permitted Use;
- (e) comply with all directions of MEDQ including following the directives of any of MEDQ's contractors, lessees, licensees, employees, agents, representatives and officers onsite at the Facilities at all times;
- (f) undertake a risk assessment and inspect the Facilities and associated infrastructure immediately before and after use;
- (g) not do or fail to do anything or allow anything to be done or not done that might reasonably cause an increase in the cost of any insurance over the Facilities held by MEDQ or which might reasonably affect MEDQ's right to make a claim under any policy of insurance or invalidate any such policy of insurance;
- (h) be responsible for making good any damage done to the Facilities as a result of the User's use of the Facilities;
- (i) not display advertising or directional material which infers that a function or event or competition is in any way connected with, or being operated by MEDQ if it is not associated with MEDQ;
- (j) remove all waste generated as a consequence of their activities and use of the Facilities irrespective of the origins of the waste and leave the Venue including playing surfaces, and the Common Area in a clean and tidy condition immediately after use;
- (k) not damage or remove any equipment from the Venue;
- (l) ensure individuals overseeing activities with children have valid working with children accreditation in accordance with the requirements of the *Working with Children (Risk Management and Screening) Act 2000* (Qld), if applicable;
- (m) comply with the relevant requirements of the *Work Health & Safety Act 2011* (Qld) and *Work Health and Safety Regulation 2011* (Qld), if applicable;
- (n) be responsible for all invitees of the User who enter the Facilities and are under 18 years of age including ensuring such minors are accompanied by a parent or guardian or otherwise have their parent or guardian's consent to enter and use the Facilities, if applicable;
- (o) arrange first aid care as necessary for all invitees of the User who enter the Facilities; and
- (p) ensure all invitees of the User comply with these Terms and Conditions.

MEDQ'S RIGHTS

1. MEDQ may terminate a User's Booking and remove a User from the Venue immediately on the basis of:
 - (a) concern for the health and/or safety of the User;
 - (b) non-compliance, improper or harmful conduct engaged in by the User;
 - (c) if the User fails to comply with these Terms and Conditions; and/or
 - (d) if the User fails to pay the Fee or any part of it by the due date.
2. Upon termination of the Booking, the User will cease to have access to the Facilities. For the avoidance of doubt, the User is liable for all financial and other obligations up to and including

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- the date of termination. Termination or expiration of a Booking shall be without prejudice to the rights of MEDQ against the User in respect of any breach prior to such termination or expiration.
3. Should the Facilities remain in an unacceptable condition after departure of a User MEDQ will arrange for cleaning and may recover the cost associated with cleaning from the User as a liquidated debt.
 4. MEDQ reserves the right to close the Facilities (or any part of them) at any time due to inclement weather conditions (e.g. rain) if deemed dangerous to persons or damaging to the Facilities or for any other reason MEDQ considers necessary. Where possible, Users with Bookings will be notified of closure by phone or email as soon as possible. For information regarding closures in the event of inclement weather, please contact MEDQ. "Facilities closed" signs may be posted at the Facilities when closed. No person may use the Facilities or any part of them, including the Common Area when these signs are posted.
 5. Maintenance (both regular and unforeseen or emergency) will be carried out on the Facilities when deemed necessary by MEDQ. The Facilities (or any part of them) may be closed for a period of time for routine or unforeseen/emergency maintenance. MEDQ will endeavour to notify Users of closure by phone or email not less than 4 weeks prior to Booking for regular maintenance and as soon as possible for unforeseen or emergency maintenance.

GENERAL FACILITIES RULES

1. The User agrees to abide by the rules of MEDQ at all times when using the Facilities including, without limitation, any rules displayed at the Facilities or advised by any of MEDQ's contractors, lessees, licensees, employees, agents, representatives or officers when using the Facilities, and the following:
 - (a) the User must not engage in any behaviour whether risky, inappropriate, skylarking, reckless, foolish or otherwise, likely to cause injury to themselves, others, MEDQ or any other person whatsoever;
 - (b) the User must not threaten or harass others, be abusive, damage equipment, use illegal or performance-enhancing drugs, or instruct other Users when MEDQ has not authorised the User to do so;
 - (c) the User must not engage in any other behaviour which MEDQ deems in its absolute discretion is to be unacceptable;
 - (d) any User injured, or observing another User of the Facilities to be injured, should immediately notify MEDQ of the incident;
 - (e) the User must:
 - (i) wear appropriate attire;
 - (ii) wear enclosed sports shoes (except for in bathrooms or where otherwise directed by MEDQ);
 - (iii) not wear clothes with offensive images or inappropriate advertising.
 - (iv) put equipment away after use;
 - (v) not smoke or chew gum in the Facilities;
 - (vi) keep to set time limits, if any;
 - (vii) keep phone calls or other noise likely to disturb other Users and surrounding residents and businesses to an absolute minimum.
 - (f) Users may park in or near the Facilities but do so at the Users own risk. MEDQ is not liable for any loss or damage to the User's vehicle or its contents; and
 - (g) MEDQ reserves the right to remove, exclude, suspend or terminate with or without warning any User who engages in unacceptable conduct, or is unable or refuses to comply with these Terms and Conditions, or is under the influence of alcohol or drugs, or is unable or unwilling to comply with instructions given by MEDQ, or lacking suitable equipment or having an inadequate level or fitness, physical ability or experience, or in any way causing concern for the safety of others. If the User is removed, excluded,

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suspended or terminated, the User must follow that direction and will not be entitled to any refund, compensation or damages.

ACKNOWLEDGEMENT OF RISK

1. The User acknowledges and agrees that they are fully aware of the risks of using the Facilities and engaging in the Permitted Use or any unauthorised use or activities and that the entry onto the Facilities is not supervised. The User consents to the use of the Facilities and engagement in the Permitted Use or any unauthorised use or activities on the Facilities on these Terms and Conditions.
2. The User acknowledges that whilst the User is in and/or using the Facilities and/or participating in a Permitted Use, the User is at risk of suffering physical harm or personal injury including broken bones, soft tissue injuries, joint injuries, permanent disability or death. These injuries may occur from the User:
 - (a) slipping on flooring or groundcover;
 - (b) jumping, swinging, kicking or moving awkwardly;
 - (c) colliding with equipment, or other Users;
 - (d) engaging in vigorous exercise and activities; or
 - (e) incorrect use of equipment or participation in the Permitted Use.
3. The User acknowledges that any such injury may result not only from the User's actions but from the action, omission or negligence of others.
4. The User acknowledges and agrees that the above mentioned injuries and potential causes of injuries are not exhaustive, and there are other unknown or anticipated risks that may result in injury, illness or death.
5. The User acknowledges that whilst every attempt is made to ensure that the Facilities are safe, there are some significant and inherent risks involved, and the User agrees that the User is participating voluntarily at their own risk and responsibility, thereby exposing the User to certain risks.
6. The User is responsible for any damage, loss or injury to any person or property and the cost of any security or emergency call-out to the Facilities arising from its use of the Facilities. Such costs will be invoiced to the User and must be paid within the time specified in the invoice.

RELEASE AND INDEMNITY

1. As required under the *Competition and Consumer Act 2010* (Cth) MEDQ guarantees that the services it supplies to the User in connection with the Facilities are:
 - (a) rendered with due care and skill;
 - (b) fit for any purpose the User has told MEDQ the User is acquiring the services for; and
 - (c) supplied within a reasonable time.
2. To the extent permitted by law, the User releases, discharges, waives and forever holds harmless MEDQ from All Claims for Any Loss sustained by the User whether caused by MEDQ's negligence, act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Facilities.
3. If any warranties or conditions which cannot be excluded by law and are implied under the laws of any State or Territory or any similar law, MEDQ's liability for a breach of any such warranties or conditions is limited, to the maximum extent permitted by law, to the supplying of services again, or the payment of the cost of having the services supplied again.
4. The User indemnifies MEDQ against All Claims for Any Loss sustained by the User or MEDQ whether caused by MEDQ's negligent act or wilful act or omission, breach of contract, breach of statutory duty or otherwise in connection with the Facilities.
5. The User acknowledges and agrees that:
 - (a) the User's obligations under these Terms and Conditions are not affected by a change in the ownership of the Facilities, or a change in the name of the Facilities;

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- (b) MEDQ purchases or leases the equipment which forms part of the Facilities from third parties and does not manufacture any of the equipment used in the Facilities;
 - (c) MEDQ provides access services only and will not be held liable for defective products or equipment.
6. The User agrees that these Terms and Conditions may be pleaded as a bar to any action, suit or proceedings taken at any time by the User against MEDQ arising out of or as a consequence of the Users entry upon the Facilities or engagement in the Permitted Use or any unauthorised use or activities.

OTHER MATTERS

1. These Terms and Conditions incorporate the terms of any rules displayed at The Green and the Hirer Terms and Conditions of BrightSport to the extent they can apply to the User.
2. MEDQ may sometimes add to, change or remove these Terms and Conditions. MEDQ will apply new versions of these Terms and Condition to new Bookings by making them available on the BrightSport mobile application or website.
3. During a Booking, MEDQ will have access to personal information about the User. MEDQ will only use, disclose or deal with such personal information in line with its statutory obligations and reasonable incidental purposes.
4. No waiver by a party of a provision of these Terms and Conditions is binding unless made in writing.
5. If a provision of these Terms and Conditions is void or unenforceable it must be severed from these Terms and Conditions and the provisions that are not void or unenforceable are unaffected by the severance.
6. These Terms and Conditions bind the heirs, administrators, executors, personal representatives, dependants (if any) and the successors of the User and endures for the benefit of MEDQ and its successors and assigns.
7. In these Terms and Conditions unless inconsistent with the context or subject matter:
 - (a) a reference to a person includes any other legal entity and vice versa;
 - (b) words importing the singular number include the plural number and vice versa;
 - (c) the masculine gender must be read as also importing the feminine or neuter gender;
 - (d) a reference to a party includes the party's heirs, executors, successors and permitted assigns;
 - (e) clause headings are for reference purposes only and must not be used in interpretation;
 - (f) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
 - (g) a reference to a statute includes all regulations and subordinate legislation and amendments;
 - (h) a reference to a monetary amount is a reference to an Australian currency amount;
 - (i) references to time are to local time in Queensland; and
 - (j) a reference to a business day means any day on which trading banks are open for business in Carseldine, Queensland.

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