



Steam Roller Co. Terms and Conditions

1. Introduction

These Terms and Conditions ("Terms") govern your access to and use of the Steam Roller Co. ("SRC") website, booking platform, mobile sauna, and any other services or products we provide. By visiting our website or engaging with our services, you agree to be bound by these Terms. These Terms are designed to ensure the safety, wellbeing, and enjoyment of all individuals and clients ("Customers"). Please read them carefully before making a booking or entering the sauna.

2. Customer Agreement

By proceeding to book or use any service provided by SRC you confirm the following:

1. You have read, understood, and agree to be bound as a Customer by SRC's Terms.
2. You acknowledge that sauna use involves inherent risks. While we have taken measures to minimise foreseeable risks in accordance with Queensland's Health and Safety legislation, you must be mindful of the following:
 - a) exposure to hot temperatures, including hot equipment, and increased internal body temperature (e.g. Hyperthermia and Heat Stroke)
 - b) exposure to cold temperatures, including decreased internal body temperature (e.g. Hypothermia and Afterdrop effect)
 - c) exposure to airborne illnesses or transmittable diseases
 - d) slippery surfaces caused by water, ice, or other substances
 - e) visible and invisible natural or man-made hazards in or around the sauna
 - f) defects or weaknesses in the design, construction, repair, or modification of the sauna
 - g) risks to individuals with certain medical conditions
 - h) other foreseeable and unforeseeable risks that contribute to the unpredictability of sauna use
 - i) upon leaving the sauna environment you may experience after-effects such as dizziness, light-headedness, nausea, disorientation, changes in blood pressure, muscle weakness, and fatigue.
3. You confirm that you are physically and medically fit to participate in sauna and contrast therapy experiences and take full responsibility for your own health and safety.
4. You agree to follow all health, safety, and conduct instructions given by SRC staff.
5. You release SRC from any liability for injury or harm to the extent permitted by law, unless caused by gross negligence.
6. You agree to the booking, payment, refund, and cancellation policies as outlined in the Terms.

7. You understand and accept that all participation is at your own risk, and your participation is limited to that of your booked session or service.
8. You understand the no-show and late cancellation policy, including the possibility of forfeiting your booking fee.
9. You understand that your data may be collected and used in line with the SRC Privacy Policy.
10. You acknowledge that personal devices such as phones, smartwatches, or fitness trackers brought into the sauna are at your own risk. SRC is not responsible for any loss, theft, damage, or malfunction of personal items due to heat, water, or misuse.

3. Health and Safety Disclaimer

3.1 Medical Suitability

Contrast therapy involves exposure to extreme temperatures and may not be suitable for individuals with certain health conditions. The sauna is not suitable for individuals with mobility, balance, cardiac, neurological or acute health issues. These include but are not limited to:

- Diabetes
- Pregnancy
- Migraine attacks
- Implanted electronic device
- Epilepsy or other seizure disorders
- Illness causing an inability to perspire
- Infectious skin disease, sores, and wounds
- Cardiovascular conditions or respiratory illnesses
- Taking medication that may affect the advisability of sauna use
- Heart disease, circulatory problems, high or low blood pressure
- Any underlying health condition that makes sauna use inadvisable

Customers should seek medical advice if they have any existing condition or concerns. SRC may refuse entry where use appears unsafe.

3.2 Allergy Warning

Our sauna is made of aromatic Cedar wood, and we use cleaning products that contain Eucalyptus and other oils. Leave immediately if any allergic reactions occur.

3.3 Personal Risk & Acknowledgement

Customers are responsible for ensuring they are physically fit and medically able to use the sauna. By engaging in SRC services, you confirm you are medically fit and do so at your own risk. We accept no liability for injuries, illnesses, or damages sustained as a result of using the sauna, except where required by law. SRC disclaims liability for any adverse health outcomes unless caused by gross negligence.

3.4 Staff Authority & Participant Behaviour

Our staff may refuse admission, service or immediately remove any participant who appears unwell, intoxicated, unsafe, or disruptive. Participants must follow all safety instructions and conduct themselves respectfully at all times.

We reserve the right to:

1. We may refuse entry or ask anyone to leave if they appear intoxicated, abusive, harassing, threatening, sexually suggestive, show signs of a contagious or offensive disease/condition, or engage in unsafe behaviour.
2. Close our sauna due to capacity considerations, facility maintenance requirements, safety issues or private events.
3. Call emergency services and administer first aid in the interests of public health and safety.
4. Change prices and services without notice.

3.5 Health & Wellbeing

SRC mobile sauna service is provided for relaxation and recreational purposes only. We make no warranties or representations as to the benefits of contrast therapy. You must make your own enquiries as to whether use of the sauna is right for you in consultation with your medical practitioner.

Your use of the sauna is voluntary; you have the right to refuse or discontinue use at any time.

4. Bookings & Payment

4.1 Online Booking

Bookings are subject to availability and must be made through our authorised online registration system, that may involve third-party processes and marketing communications (you may opt out of receiving). You agree to provide accurate and truthful information during the booking process. Personal information collected during booking will be handled in accordance with Australian privacy legislation and our Privacy Policy.

4.2 Payment Terms

All bookings must be prepaid in full prior to use, via accepted payment methods including debit / credit card and other payment methods listed on our site.

4.3 Confirmation and Records

Confirmation of registration will be sent via email. It is your responsibility to ensure all booking details are correct.

4.4 Session Limits

Each Customer may book and attend a maximum of two sauna sessions per day. This ensures fair access for all.

5. Cancellations, Rescheduling & Refunds

5.1 Customer-Initiated Cancellations

To cancel or reschedule without penalty, you must provide a minimum of 24 hours' notice. Late cancellations or no-shows may result in forfeiture of booking fee without refund or credit.

Refunds will be granted where a Customer can substantiate an illness or medical advice caused their late cancellation or no-show.

5.2 Provider-Initiated Cancellations

SRC may cancel or reschedule services due to Force majeure / unforeseen events (e.g. extreme weather, bushfire smoke, road closures, pandemics), safety risks, technical issues, or other operational constraints. In such cases, SRC will offer a refund, credit, or alternative booking.

5.3 Refund Policy

Refunds will be granted for SRC-initiated cancellations, and where a Customer can substantiate an illness or medical advice caused their late cancellation or no-show. Refunds may also be granted at our discretion. The SRC Refund Policy operates in addition to rights under Australian Consumer Law.

6. Code of Conduct

By using our services, you agree to:

- Use a bench towel
- Follow staff guidance
- Be mindful and respectful of other sauna users
- Wear appropriate swimwear (nudity is strictly prohibited)
- Refrain from filming or mobile phone use during sessions
- Avoid inappropriate, aggressive, disruptive, or unsafe behaviour

Any damage to the Mobile Sauna caused by misuse or negligence will be charged to the responsible party.

7. Facility & Service Conditions

Participants must:

- Sit on a towel while in the sauna
- Avoid touching hot surfaces or steam sources
- Not spend more than 20 minutes in the sauna (allow adequate cool-down and hydration breaks)
- Not bring food or glass containers inside the sauna
- Refrain from entering the facilities under the influence of drugs or alcohol (smoking and vaping are also prohibited)
- Report inappropriate, aggressive, disruptive, or unsafe behaviour
- Be aged 18+, unless aged 16+ and accompanied by an adult providing supervision at all times (adult supervisor is to provide written consent / approval for a child aged 16+ to use the sauna).

8. Sauna Usage Guidelines

- Watch your step when entering and exiting the sauna (and keep access points clear for safe entry and exit)
- Avoid eating a heavy meal beforehand. Hydrate before, during, and after your session
- We are not responsible for the security or loss of your personal belongings or valuables and recommend any such items are left at home or in your car
- If you feel dizzy, lightheaded, or unwell at any time, exit the sauna immediately and notify staff.

9. Intellectual Property and Copyright

9.1 Intellectual Property

All content on SRC platforms (including but not limited to text, graphics, logos, branding, video images, audio clips, scripts, design elements and interactive features) is protected intellectual property. No material may be copied, reproduced, or reused without prior written permission.

9.2 Copyright

All content on SRC platforms is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and all content on SRC platforms or the Services are owned or controlled for these purposes and are reserved by SRC or its contributors.

SRC retains all rights, title and interest in and to the content on SRC platforms and all related Services. Nothing you do on or in relation to SRC platforms will transfer any:

- business name, trading name, domain name, trademark, industrial design, patent, registered design or copyright, or
- a right to use or exploit a business name, trading name, domain name, trademark or industrial design, or
- a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).

You may not, without the prior written permission of SRC and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third-party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials which are freely available for re-use or are in the public domain.

You acknowledge and agree that all content and materials available on SRC platforms are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws. Except as expressly authorised by, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content.

You agree to indemnify and hold harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party.

10. Privacy Policy

SRC complies with all Australian privacy legislation. We collect and use personal information in line with our published Privacy Policy. You may review the full policy on our website.

11. Consumer Guarantees

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred on you by the Australian Consumer Law (ACL) or any other applicable law that cannot be excluded, restricted, or modified by agreement.

Our services come with guarantees that cannot be excluded under the ACL.

12. Limitation of Liability

To the extent permitted by law, and subject to the consumer guarantees above, SRC shall not be liable for any injury, loss, or damage incurred during your participation unless it arises from gross negligence:

- **Personal Injury**
Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence or reckless conduct.
- **Non-Personal Injury Claims**
For all other claims (including property damage, economic loss, or indirect losses), our total liability to you is limited to the lesser of:
 - The cost of supplying the services again; or
 - \$35 per incident.
- **Excluded Losses**
To the extent permitted by law, we are not liable for any indirect, incidental, special, or consequential losses or damages, including but not limited to:
 - Loss of profits, revenue, or business opportunities
 - Loss of data or goodwill
 - Business interruption
 - Any losses arising from your use or inability to use our services

This Limitation of Liability applies regardless of the form of action, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

12.1 Recreational Services

Our mobile sauna services may constitute "recreational services" under section 139A of the Competition and Consumer Act 2010 (Cth). To the extent permitted by State and Territory fair trading legislation, we may exclude, restrict, or modify certain consumer guarantees in relation to recreational services. However:

- Any such exclusion does not apply if you suffer significant personal injury as a result of our reckless conduct
- Any exclusion requires your informed written consent on a prescribed form before you use our services
- No exclusion applies to participants under 18 years of age.

Where we seek to exclude consumer guarantees for recreational services, we will provide you with the appropriate prescribed form and risk warning before you use our services.

13. Indemnification

You agree to indemnify SRC, and its employees, agents, and representatives, against any reasonably foreseeable loss, damage, or claim suffered directly as a result of your acts or omissions, to the extent caused by:

- your breach of these Terms;
- your use or misuse of the services;
- any information you provide that is inaccurate or misleading; or
- any unlawful or negligent act or omission on your part.

This indemnity is limited to losses that are direct and reasonably foreseeable and does not apply to the extent that a loss is caused or contributed to by SRC.

Nothing in this clause excludes or limits liability arising from reckless conduct or any liability that cannot lawfully be excluded.

SRC will take reasonable steps to mitigate any reasonably foreseeable loss before seeking to rely on this indemnity.

14. Dispute Resolution

14.1 Negotiation

If a dispute arises out of or relates to these Terms and Conditions, the parties agree to first attempt to resolve the dispute through good faith negotiations between the parties within 14 days of written notice of the dispute.

14.2 Mediation

If the dispute cannot be resolved through negotiation, the parties agree to attempt to resolve the dispute through mediation administered by a mediator agreed upon by both parties, or failing agreement, a mediator appointed by the Resolution Institute. The mediation will be conducted in accordance with the Resolution Institute Mediation Rules.

Each party will bear its own costs of mediation, and the parties will share equally the fees and expenses of the mediator.

14.3 Arbitration or Litigation

If the dispute cannot be resolved through mediation within 60 days of the commencement of mediation (or such longer period as the parties may agree in writing), either party may commence arbitration or litigation proceedings.

14.4 Governing Law and Jurisdiction

These Terms are governed by the laws of Queensland. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts of appeal from them for any proceedings concerning these Terms.

14.5 Confidentiality

All negotiations, mediation communications, and settlement discussions are confidential and will be treated as compromise and settlement negotiations for the purposes of the applicable rules of evidence.

14.6 Continuation of Obligations

Despite the existence of a dispute, each party must continue to perform its obligations under these Terms unless the obligation is the subject of the dispute.

15. General

15.1 Applicable Law

These Terms are governed by the laws of Queensland, Australia. Any disputes are subject to the exclusive jurisdiction of the Queensland courts.

15.2 Waiver

No waiver of any provision of these Terms is valid unless in writing.

15.3 Severability

If any provision is found to be unenforceable, the remainder will remain in full force and effect.

15.4 Assignment

Clients may not assign or transfer their rights under these Terms without our written consent. SRC may assign or transfer these Terms at its discretion.

15.5 Survival

Any clause which by its nature should survive termination (including liability, indemnity, and privacy terms) will remain in effect.

16. Amendments

We reserve the right to update or change these Terms at any time. Updates will be posted on our website and/or communicated via email.

Continued use of the Mobile Sauna following changes constitutes acceptance of the new terms.

17. Insurance Disclosure

SRC maintains appropriate Public Liability Insurance for the operation of its sauna facilities. This insurance is held in accordance with industry standards and is intended to cover SRC's legal liability for personal injury or property damage arising from its operations, subject to the terms and limits of the policy.

18. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at info@steamrollerco.com.au. Thank you for choosing Steam Roller Co. We hope you have an enjoyable experience!