



**South Australian Fitness Industry  
Code of Practice  
Audit Check List**



**Organisation:** \_\_\_\_\_

**Date:**    /    / 2005

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
<b>Suppliers Obligations</b>				
A supplier must not use misleading or false advertising or marketing practices. Clause 4				
A supplier must ensure that sufficient information is available to enable customers to make informed decisions. Clause 5				
A supplier must ensure that an employee who provides a fitness service is a qualified fitness leader. Clause 6				
A supplier must ensure that an appropriately qualified person is available at all times. Clause 7				
A supplier must ensure that services offered are ordinarily available. Clause 8				
A supplier must maintain adequate public liability and professional indemnity. Clause 9				
All employees should be conversant with this code. Clause 10				
A supplier must not disclose personal information unless authorised in writing. Clause 11				
<b>Membership Agreements</b>				
The membership agreement shall list the services offered and price. Clause 12				
Service or membership shall not be Clause 13				
All consumers will be given the option of entering into a monthly billing agreement. Clause 14				
Monthly membership rates will have a reasonable proportional relationship to any term or annual membership offered. Clause 15				
Services under the membership must be able to be supplied. Clause 16				
Obligations of the consumer and the supplier must be clearly stated. Clause 17				
Notice of monthly billing agreement is in bold type per Clause 18				
Membership agreements are set out as in Clause 19				
A membership is in writing and is signed before entering into a service as per Clause 20				
A supplier shall not receive membership or renewal fees in advance for periods stated in Clause 21				
Fitness Centres that have not yet commenced providing service must adhere to Clause 21.				

Organisation: \_\_\_\_\_

Date: / / 2005

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
<b>Consumer to complete pre-exercise</b>				
Consumer must complete a questionnaire. Clause 22				
If consumer is at risk a doctors certificate/letter must be sighted. Clause 23				
At risk consumers must be supported with advice from an appropriately qualified person. Clause 24				
<b>Cooling Off period</b>				
3 day cooling off period. Clause 25				
Termination must be made in writing by the consumer. Clause 26				
Termination fee/ reasonable administration charge. Clause 27				
Refund payable within 7 days of written notification. Clause 28				
<b>Refunds or Membership Deferment due to</b>				
A consumer who is unable to avail themselves of services provided shall be entitled to a refund for the unused portion of the membership. Clause 29				
Balance may be deferred to a period agreed by the supplier. Clause 30				
Reasonable service charges may be deducted. Clause 31				
Refund is due within 7 days. Clause 32				
<b>Standard of Fitness Centre</b>				
All wet areas are cleaned frequently to a satisfactory standard. Clause 33				
A fully equipped first aid kit must be located in a prominent, easily accessible position. Clause 34				
All equipment must be mechanically sound and regularly serviced. Clause 35 (a) and (b)				
Instructors must be adequately trained as to the equipment's operation. Clause 36				
All exercise areas must contain adequate safe working space and user number will not hinder safe and effective use of training equipment. Clause 37				



**South Australian Fitness Industry  
Code of Practice  
Audit Check List**



**Organisation:** \_\_\_\_\_

**Date:**    /    / 2005

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
<b>Qualifications of Staff</b>				
A supplier must not represent to a consumer that a person who is to provide a fitness or exercise program is qualified to provide that service if the person is not so qualified. Clause 38				
A person who is gaining experience must be supervised by a qualified person. Consumers must be notified that a trainee is providing services. Clause 39				
Staff of centres will have a recognised qualification and current CPR. Staff have until December 31st 2004 to gain the required units of competence for registration with Fitness Australia - Clause 40				
A supplier must ensure that during all hours of opening there is a qualified Fitness Leader in the fitness centre premises. Clause 41				
<b>ADMINISTRATION</b>				
Supplier understands the administration process of the Clause 42				
Supplier has read and understood Complaints resolution procedures. Clause 57-63				
<b>SAFETY</b>				
Supplier has OHS Policy displayed.				
Staff are trained to handle				
Fire Evacuation				
Gas leak evacuation				
Chemical Spill and/or Leak				
Bomb Threat				
Robbery				
Evidence by standing instructions/policy				
<b>Standard of Fitness Centre Building</b>				
All fire exit lights functional				
Fire Extinguishers maintained				
Fire Detector equipment (where applicable) Tested regularly				
Fire Exit Plans displayed				

