



**South Australian Fitness Industry
Code of Practice 2008
Audit Check List**

Organisation: _____

Date: / / 2008

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
Suppliers Obligations				
A supplier must not use misleading or false advertising or marketing practices. Part 2 Clause 4				
A supplier must ensure that sufficient information is available to enable customers to make informed decisions. Part 2 Clause 5				
A supplier must ensure that an employee who provides a fitness service is a qualified fitness leader. Part 2 Clause 6				
A supplier must ensure that an appropriately qualified person is available at all times. Part 2 Clause 7				
A supplier must ensure that services offered are ordinarily available. Part 2 Clause 8				
A supplier must maintain adequate public liability and professional indemnity. Part 2 Clause 9				
All employees should be conversant with this code. Part 2 Clause 10				
A supplier must not disclose personal information unless authorised in writing. Part 2 Clause 11				
Membership Agreements				
The membership agreement shall comply with the Fair Trading regulations 2007.				
The membership agreement must specify if it is a fixed term or periodic agreement.				
The membership agreement must specify that termination of the periodic agreement must be in writing and, as far as the supply period allows, take effect within two weeks of notice				
A financial penalty to a consumer for terminating a fixed membership agreement must be clearly stated in membership conditions.				
The cost of administering a termination on a periodic agreement must be clearly stated on the membership agreement.				
Obligations of the consumer to cancel any direct debit must be clearly stated.				
Notice of monthly billing agreement is in bold type.				
A membership agreement must be signed before entering into a service.				
A supplier shall not receive periodic payments in advance of one supply period.				
Services under the membership must be able to be supplied.				



**South Australian Fitness Industry
Code of Practice 2008
Audit Check List**

Organisation: _____

Date: / / 2008

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
Consumer to complete pre-exercise Questionnaire				
Consumer must complete a questionnaire. Part 2 Clause 19				
If consumer is at risk a doctors certificate/letter must be sighted. Clause 20				
At risk consumers must be supported with advice from an appropriately qualified person. Part 2 Clause 21				
Cooling Off period				
3 day cooling off period. Clause 22				
Termination must be made in writing by the consumer. Clause 26				
or Physical incapacity				
A periodic agreement must allow the consumer to terminate the agreement by written notice and must specify whether or not the consumer is entitled to a refund and the method to calculate the amount of the refund.				
A fixed term agreement must, if the consumer is entitled to a refund or a release from the obligation to make further payments, specify the action that must be taken by the consumer to terminate the agreement.				
A fixed term agreement must, if the consumer is entitled to a refund or a release from the obligation to make further payments, specify the amount or the basis for calculating the amount, to which the consumer is to be entitled.				
Standard of Fitness Centre				
All wet areas are cleaned frequently to a satisfactory standard. Clause 29				
A fully equipped first aid kit must be located in a prominent, easily accessible position. Clause 30				
All equipment must be mechanically sound and regularly serviced. Clause 31 (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 33				



**South Australian Fitness Industry
Code of Practice 2008
Audit Check List**

Organisation: _____

Date: / / 2008

	COMPLIANCE			ACTION
	FULL	PARTIAL	NON	
Qualifications of Staff				
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 34				
A person who is gaining experience must be supervised by a qualified person. Consumers must be notified that a trainee is providing services. Clause 35				
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 36				
A supplier must ensure that during all hours of opening there is a qualified Fitness Leader in the fitness centre premises. Clause 37				
ADMINISTRATION				
Supplier understands the administration process of the Clause 43				
Supplier has read and understood Complaints resolution procedures. Clause 47 - 51				
SAFETY				
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				
Standard of Fitness Centre Building				
All fire exit lights functional				
Fire Extinguishers maintained				
Fire Detector equipment (where applicable) Tested regularly				
Fire Exit Plans displayed				

