Fitness Industry Code of Practice

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Preamble

1. This Code has been developed for the Fitness Industry by the peak Health and Fitness Industry body, Fitness Australia

Objectives

2. To ensure appropriate standards of trading are developed and maintained within the Fitness Industry;
3. To ensure that business operators in the Fitness Industry provide and conduct services in an ethical and professional manner with due care to protect the interests of consumers;
4. To promote consumer Fitness Industry business services.

Application of code

5. This code applies to businesses operating in the Fitness Industry. Businesses bound by this code are also required to comply with all other applicable legislation including, but not limited to, health legislation, work health and safety legislation, misuse of drugs legislation, trade practices and consumer protection legislation, antidiscrimination legislation, child safe legislation, privacy and confidentiality legislation, copyrights legislation, and equal opportunity legislation.
6. This code must be made available to business operators, employees, third party suppliers and consumers.

Supplier Obligations

Standard Fitness Business Practice

7. A supplier must maintain Business Registration with Fitness Australia or other approved recognised body.
8. A supplier must not falsely claim to be a member of, or be endorsed by, an organisation or association.
9. A supplier must take reasonable steps to ensure an employee of the supplier does not falsely represent the employee or the supplier as being a member of, or endorsed by, an organisation or association.
10. A supplier must ensure that an employee or an independent contractor who provides a fitness service is qualified and registered by Fitness Australia, or other approved registration body to provide service at a level appropriate to that registration (Refer to the Scope of Practice for Australian Registered Exercise Professionals).
11. A supplier shall not introduce an employee or independent contractor to a consumer, if the employee or independent contractor is not so qualified to provide the service.
12. A person who is gaining experience to become a qualified registered exercise professional must be supervised by a person who is qualified and skilled to provide the service at the appropriate level.
13. A supplier must ensure that there is constant supervision by a suitably qualified professional at all times during which fitness services are provided at a fitness business.
14. A supplier must conduct and document a regularly revised risk assessment of facilities, services and equipment, which
should be part of a comprehensive risk management program.

15. Each customer must undergo a thorough induction process that includes emergency response policy and procedures and how to safely use all fitness equipment.

16. In the event that a supplier is offering an unsupervised fitness service they must comply with the following risk mitigation strategies:
   (a) Electronic surveillance must be used to monitor all provision of the fitness facility including both entry and exit points and excluding change rooms and bathrooms. The surveillance system should include a safety alert system that has the capacity to be monitored by a third party who has the authority to alert emergency services.
   (b) Panic alarms must be both fixed and mobile (on lanyards), freely accessible, marked and displayed prominently. The panic alarm should be monitored by the same third party who has access to the CCTV footage and has the authority to alert emergency services.
   (c) The facility must display clear signage of safety and emergency medical and panic response procedures.
   (d) Signage with clearly marked emergency contact details and a functioning telephone must be kept in close proximity to the first aid kit.
   (e) Access to a single occupancy change room and bathroom facilities must be available to the consumer. Change rooms must have access to a panic alarm and CCTV footage must be excluded from this area.

17. A supplier must ensure that all wet areas are cleaned frequently and regularly in order to maintain a high standard of cleanliness and to comply with all relevant workplace health and safety regulations.

18. A supplier must ensure that all equipment:
   (a) conforms to relevant industry safety standards;
   (b) is mechanically sound, and is installed and operating in accordance with the manufacturer’s written instructions and guidelines for safe operation, preventive maintenance, and use; and
   (c) is serviced by an appropriately qualified personnel or technician regularly and when required to ensure continued user safety.

19. A supplier must ensure that registered exercise professionals who advise consumers on how to operate the equipment must themselves be adequately trained as to the equipment’s operation.

20. A supplier must ensure that all exercise areas contain adequate safe working space according to industry standards and guidelines, and that user numbers do not hinder safe and effective use of the training equipment or area.

21. A supplier must comply with the illicit drug state/territory laws and enforce a ‘zero tolerance’ policy and procedures to prevent, detect and sanction the use of illicit performance and image enhancing drugs or supplements for both its consumers and its staff. The supplier should terminate the consumer membership agreement or employment contract where the use, possession, supply or distribution of illicit drugs or banned supplements is evident.

22. A supplier must provide a fully equipped first-aid kit located in a prominent, easily accessible position, and ensure that all staff members and consumers know its location for use in an emergency.

23. A supplier must not provide a fitness service to a casual visitor or enter a membership agreement with a consumer unless the consumer completes an industry recognised and current pre-participation health screening questionnaire, provided and assessed by a qualified fitness professional, in relation to the consumer’s risk in participating in a fitness service.
24. Where answers to a pre-participation health screening questionnaire indicate that a prospective consumer may be at risk from participating in a particular fitness service, the supplier must not supply any fitness service to the consumer unless the consumer provides evidence that they have received advice from an appropriately qualified healthcare professional to the effect that the consumer is, in the opinion of the healthcare professional, not at risk from participating in the proposed fitness service.

25. Where a supplier receives evidence that a consumer may be at risk from participating in a particular activity, a supplier must not continue to provide a fitness service until an appropriately qualified healthcare professional has provided advice to the consumer in relation to an appropriate fitness program.

26. A supplier must provide a suitable induction for consumer’s prior to engaging in fitness services. This must include, but not limited to, emergency response policy and procedures, member protection policies, and rules for safe use of equipment and amenities.

27. A supplier shall display the rules of the fitness business in a place where they are likely to come to the attention of consumers.

28. A supplier must maintain a adequate public liability insurance and professional indemnity insurance for all employees based on accepted industry standards.

29. A supplier must ensure that all personal and confidential information is handled in accordance with applicable privacy law in their state or territory.

30. A supplier must ensure that safety is handled in accordance with work health and safety law.

31. A supplier must ensure so far as reasonably practical the provision of a safe, clean and comfortable physical environment for consumers and staff, paying due regard to health and safety requirements under work health and safety law.

32. Suppliers must appropriately screen professionals or volunteers working with children under the age of 18. They must fulfill the Working with Children Checks and clearance requirements of the state/territory that they are working in.

33. When a supplier is operating a Creche then it must do so under the Children’s Services Act.

34. Suppliers who offer swimming pool services must provide constant life-saving supervision and adhere to swimming pool and water quality and operational guidelines in their respective state or territory.

35. A supplier who is employing staff must do so in accordance with the Fitness Industry Award 2010 and the Fair Work Act 2009.

36. A supplier must also ensure that people engaged as independent contractors are legitimate contractors and have a dequate public liability insurance and/or professional indemnity insurance based on accepted industry standards.

Membership Agreements

37. A supplier must not enter into a Membership Agreement with a Consumer unless the Membership Contract is in writing and is signed by the Consumer and Supplier.

38. When entering an agreement with a consumer under the age of 18 a parent or guardian signatory is
39. A supplier must not use misleading or false advertising or marketing practices, which may include, but are not limited to, false or misleading representations concerning the price of goods or services, false representations that goods or services have benefits they do not have; false or misleading representations concerning the need for goods or services.

40. A supplier must ensure that sufficient information is available to enable a consumer to make an informed decision in relation to membership of a fitness business or the provision of fitness services, and in particular must:

   (a) ensure that all promotional material is truthful, accurate and unambiguous;
   (b) ensure that promotional material does not encourage unrealistic expectations about the outcomes attainable from fitness services or the facilities and equipment provided;
   (c) not make misleading or false comparisons with programs provided by competitors;
   (d) allow prospective consumers to inspect the premises without any obligations to purchase a membership;
   (e) make available for perusal a copy of this Code; and
   (f) ensure that employees act in an ethical and professional manner and do not use unreasonable sales methods to sell memberships.

41. A Supplier must ensure that a Membership Agreement:

   (a) states the name and address of the parties to the agreement including the Australian Business Number (ABN) or Australian Company Number (ACN) for corporations;
   (b) sets out clearly and unambiguously the rights and responsibilities of the supplier and the consumer; and
   (c) discloses the full price of the services being offered including, where applicable:
      i. the joining fee;
      ii. the amount payable, frequency of payments and minimum term applicable to the agreement;
      iii. the fee for an exercise consultation;
      iv. the fee for an exercise program;
      v. any other fees payable, or that may be payable, under the membership agreement; and
      vi. any termination fee and circumstances under which those fees are payable.

   (d) Disclosure of fees

      Before a consumer enters into a membership agreement with a supplier, the supplier must give the consumer a clearly expressed written statement containing the following—
      i. each fee the consumer must pay to the supplier under the membership agreement;
      ii. for what fitness service or fitness services each fee is payable;
      iii. when each fee is payable;
      iv. the total amount of fees payable under the agreement.

      Each of the following fees must be disclosed—
      v. the initial fee for joining the fitness business;
      vi. the fee for membership (membership fee);
      vii. the fee for each visit to the fitness business;
      viii. the fee for fitness services provided at the business;
      ix. the fee for administration if the consumer terminates the agreement during the cooling-off period or because of the consumer's permanent sickness or physical incapacity (administration fee);
      x. the fee for terminating the agreement if the consumer terminates other than during the cooling-off period or because of the consumer's permanent sickness or physical incapacity (termination fee);
xi. if there is a fee to transfer membership to another fitness business or another person—the fee;

xii. if there is a fee to suspend membership—the fee;

xiii. any other fee payable, or that may be payable.

If a supplier offers a fitness service free or discounted under a membership agreement, each of the following must be disclosed in the statement mentioned in subsection (1)—

xiv. the usual fee for the fitness service before the offer is made;

xv. if the usual fee for the fitness service is increased before the offer is made—the increase in the fee;

xvi. if the fitness service is decreased in quality or restricted in any way because of the offer—the decrease in quality of, or the restriction on, the fitness service.

42. A supplier shall not sell a pre-paid membership for a period greater than 12 months.

43. A supplier shall not sell an ongoing membership with a fixed term greater than 18 months.

44. A supplier shall not sell a pre-paid or ongoing membership where a lease on premises being used for a fitness service has less than 18 months before it is due to expire, or for a period that exceeds the unexpired period of the lease.

45. A supplier must ensure that any ongoing membership agreement:

(a) is structured to have a reasonable proportional relationship to any term or annual membership rate offered and will not be structured so as to discourage consumers from selecting this membership option;

(b) clearly identifies any fixed term component of the agreement and the consumers’ obligation to pay under the agreement including the following notice in bold 14pt type that must be signed and dated by the consumer:

If your membership is for a Fixed Term, it automatically terminates at the expiry of the Minimum Term and so a new agreement will be required if you require services after that time. If your membership is Ongoing, it is a periodic agreement that will continue after the Minimum Term until either you or we terminate it in the way described in the agreement. If an automatic direct debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or the fitness business cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debit arrangement in a manner not described in the agreement, then you may be liable for damages for breach of contract.

46. Where a supplier has not commenced providing agreed Fitness Services, but wants to accept pre-paid membership fees, the supplier must:

(a) place all pre-paid membership fees into a solicitor’s trust account which must not be accessed by the supplier until;

(i) the facility is open;

(ii) the member has used the gym; and
(iii) the member has determined within 7 days of first using the gym whether to terminate the membership;

(b) not sell membership more than 3 months before commencement of providing the agreed Fitness Services;

47. A supplier shall not offer to renew a membership:

(a) in the case of a membership for a period of 12 months, until the current membership has less than 4 months before it is due to expire; or

(b) where a lease on premises being used for a fitness business has less than 12 months before it is due to expire, for a period that exceeds the unexpired period of the lease; or

(c) in any other case, where the total pre-paid membership would, at any time, exceed 15 months.

48. When a supplier uses a third party payment system the details of the third party must be clearly outlined within the consumer agreement.

49. Where late, administration or other associated fees are payable this must be clearly stated in the consumer agreement.

50. The cooling off period, for a consumer entering into a membership agreement with a supplier, starts —

(a) where the consumer enters into the agreement before the fitness business opens —
   (i) if the fitness business opens on the proposed opening day — on that day; or
   (ii) if the fitness business opens on a new opening day and the fitness business has not opened at the time the supplier notifies the consumer of the new opening day — on the new opening day; or
   (iii) if the fitness business opens on a new opening day and the fitness business has already opened at the time the supplier notifies the consumer of the new opening day — on the day the consumer receives notice that the fitness business has opened;

or

(b) where the consumer enters into the agreement with the supplier after the fitness business opens — on the day the consumer enters into the agreement with the supplier.

51. The cooling off period ends 48 hours after the cooling off period starts.

52. If a supplier is required to make changes to a consumer agreement they must provide the consumer at least 30 days’ notice in writing. If the consumer is adversely affected by the change, they may terminate their agreement without payment of a termination fee, in accordance with clause XX.

53. If a supplier is required to make changes to fees outlined in the consumer agreement they must provide the consumer at least 60 days’ notice in writing. If the consumer is adversely affected by the change, they may terminate their agreement without penalty, in accordance with clause XX.

54. Where a consumer is unable, by reason of temporary physical incapacity verifiable by a medical certificate, to avail himself or herself of the services provided under his or her membership agreement, that consumer is entitled to defer the balance of the period of the membership agreement to a maximum of three months total in any 12-month period unless a further period is agreed in writing with the supplier.

55. The supplier may charge a reasonable administrative fee for offering the service of deferment.
Terminating membership agreement during cooling-off period

56. A consumer may terminate a membership agreement with a supplier during the cooling-off period.

57. The consumer terminates the agreement by giving the supplier written notice of the termination.

58. The supplier must refund the consumer the fees paid by the consumer to the supplier less—
   (a) if the supplier has supplied a fitness service to the consumer and the consumer has not paid for these services;
   (b) a reasonable administration fee.

59. However, the supplier may only deduct the unpaid fee from the refund if the supplier has disclosed the fee to the consumer in the written statement given to the consumer before the consumer entered into the agreement.

60. The maximum administration fee a supplier can charge is the lesser of the following—
   (a) $75;
   (b) 10% of the membership fee.

61. The supplier must pay the refund to the consumer within 14 days after the consumer terminates the agreement.

Terminating membership agreement because of sickness or incapacity

62. A consumer may terminate a membership agreement with a supplier if the consumer cannot use a fitness service supplied under the agreement because of the consumer’s permanent sickness or physical incapacity.

63. The consumer terminates the agreement by giving the supplier—
   (a) written notice of the termination; and
   (b) a medical certificate stating that the consumer cannot use the fitness service because of the consumer’s permanent sickness or physical incapacity.

64. The supplier must refund the consumer a proportion of the fees paid by the consumer to the supplier representing the unused part of the agreement less—
   (a) if the supplier has supplied a fitness service to the consumer and the consumer has not paid for the fitness service
   (b) a reasonable administration fee.

65. However, the supplier may deduct the unpaid fee from the refund only if the supplier has disclosed the fee to the consumer in the written statement given to the consumer before the consumer entered into the agreement.

66. The maximum administration fee a supplier can charge is the lesser of the following—
   (a) $75;
   (b) 10% of the membership fee.

67. The supplier must pay the refund to the consumer within 14 days after the consumer terminates the agreement.
Other termination of membership agreement

68. A consumer may terminate a membership agreement with a supplier other than under clauses XX & XX.

69. The consumer terminates the agreement by giving the supplier written notice of the termination.

70. The maximum termination fee the supplier can charge the consumer is the termination fee stated in the agreement.

71. The supplier must make every reasonable effort to respond quickly and fairly to the consumer’s termination of the agreement.

72. A consumer is entitled to a refund if a supplier is in breach of any obligations under the agreement or this code and does not remedy that breach within a reasonable time after a written request has been received. The refund includes the unused part of the agreement less—
   (a) if the supplier has supplied a fitness service to the client and the client has not paid for the fitness service
   (b) a reasonable administration fee.

Issues with outside providers

73. Where a supplier engages a contractor to provide a service for its consumers. It is the supplier’s responsibility to ensure, in writing, that the contract understands their terms of engagement and clearly distinguishes whether the person engaged is an employee or a contractor.

74. Where a consumer in a fitness business engages the services of a contractor directly, that is, where a consumer is expected to pay the contractor directly for a service that a contractor is providing. It is expected that the supplier will clearly inform the consumer of the nature of this relationship.

75. A supplier or consumer may terminate an agreement in accordance with the termination clause XX if there is a failure or delay of services exceeding 30 days. The supplier is entitled to withhold services of 2 weeks of every 12 months to undertake maintenance, repairs or improvement.

76. Where a supplier is offering a service in Victoria or South Australia a suitable exclusion notice in accordance with Australian Consumer Law and the Fair Trading Act (2012) is required.

Consumer Obligations

77. A consumer who enters a membership agreement with a supplier agrees to:
   (a) carry out, as far as is reasonably practicable, his or her obligations under the agreement;
   (b) abide by the rules of the fitness business; and
   (c) follow any reasonable direction of an employee of the fitness business.

78. If a consumer knows or has reasonable grounds to believe that he or she may be at risk by participating in a particular fitness service, or their medical condition changes and may increase their risk of adverse events throughout exercise the consumer must inform the supplier.
Code Administration

79. Fitness Australia will administer the Code and is responsible for its promotion.

80. Fitness Australia must provide an account of its administration and promotion of the Code, including the following details, in its Annual Report:

(a) the current number of Fitness Business Members;
(b) the number of Consumer Complaints referred to the code administration committee and their nature and resolution;
(c) the number of Supplier Complaints referred to the code administration committee and their nature and resolution;
(d) sanctions imposed; and
(e) an executive summary on the operation of the Code.

81. Fitness Australia will appoint a Code Administration Committee which will be made up of the Standards council:

(a) three will be academic members with experience in the fitness industry and in a relevant discipline (sports or exercise science, business, law),
(b) three will be experienced practitioners, and
(c) three will be external members, including a representative of
   (i) consumers;
   (ii) education providers;
   (iii) experience in accreditation systems.

82. Where the Complaints Administration Officer is unable to resolve promptly either a Consumer Complaint or a Supplier Complaint, it must be referred to the Code Administration Committee.

83. Fitness Australia may seek advice from the Code Administration Committee on interpretation of the Code and on other Code matters.

84. Fitness Australia may impose sanctions or order corrective action under Clauses XX.

Role of the Code Administration Committee

85. The Code Administration Committee shall meet as required but at least four times per year.

86. A special meeting of the Code Administration Committee may be called by any three Code Administration Committee members, or by Fitness Australia, on 14 days’ notice.

87. The Code Administration Committee will:

(a) review the effectiveness of the Code;
(b) make recommendations on amendments to the Code;
(c) deal with matters referred to it under resolution of complaints;
(d) provide a report on its activities to Fitness Australia for inclusion in its Annual Report;
(e) assess the on-going eligibility of signatories to the Code of its own initiative or when requested by Fitness Australia, and make recommendations on any action required; and
(f) advise Fitness Australia of the outcome of the investigation of any Complaints and recommend any sanctions under Clause xx for non-compliance with the Code.
88. Where the Code Administration Committee considers it appropriate or where a Complainant or a Supplier requests it, the Code Administration Committee shall recommend to Fitness Australia that a Complaint be referred to the Complaints Resolution Committee.

Role of Complaints Resolution Committee

89. Fitness Australia may appoint a Complaints Resolution Committee, or adopt alternative dispute resolution procedures that are independent and acceptable to all parties, to determine matters referred to it under Clause xx.

90. The Code Resolution Committee will consist of three persons;
   (a) a representative of the Australia Fitness Industry Standards Council;
   (b) a representative of a consumer organisation; and
   (c) an independent chairperson.

91. The Complaints Resolution Committee, and any other alternative dispute resolution method adopted, must observe the principles of natural justice, and must report all findings and recommendations to Fitness Australia and notify the parties in writing of the determination.

92. In investigating a Complaint, a Complaints Resolution Committee may:
   (a) request that a Supplier provide copies of relevant documentation. The documentation will be treated as confidential and will not be reproduced or distributed without the permission of the Supplier.
   (b) request that, on reasonable notice, a Supplier allow the Committee access to the Supplier’s Business.

93. A person sitting on a Complaints Resolution Committee will disqualify him/herself from participation in the resolution of a Complaint in which he/she has a conflict of interest, or an apparent conflict of interest.

Supplier Sanctions

94. Fitness Australia, acting on its own discretion or on the recommendation of the Code Administration Committee or the Complaints Resolution Committee, may issue warnings to, or censure, a non-complying Supplier.

95. Where a breach of the Code has been determined and recommendations made, Fitness Australia may direct the Supplier to take corrective action not limited to, but including:
   (a) education program
   (b) opportunity to rectify the breach(s) of this code

96. If the supplier does not meet the required code compliance within 30 days, or agreed timeframe with Fitness Australia, then the supplier will be required to take corrective action not limited to, but including
   (c) the withdraw or amend of particular advertising indicate compliance with this Code and association with Fitness Australia (including digital);
   (d) corrective mailing to Consumers;
   (e) the withdrawal or amendment of particular literature or stationery;
   (f) modification of equipment, facilities or services to meet the standards in the Code.

97. Where the Code Administration Committee or the Complaints Resolution Committee, recommends
expulsion or some other penalty, it must make a report of the Supplier’s conduct to Fitness Australia and allow the Supplier to appeal for continued participation. A decision by Fitness Australia following any such appeal will be final.

98. Following suspension or expulsion, the Supplier must not claim to be a Fitness Australia member in internal or external advertising; must immediately remove Code signage; and must immediately withdraw and cease using all tools, literature and stationery referring to the Code or to Fitness Australia.

Resolution of Complaints

99. A Supplier will make every reasonable effort to resolve quickly and fairly any Complaint.

100. All complaints must be received in writing, the Supplier will:

(a) provide the Complainant with written feedback about action taken within ten days of receiving the Complaint or;

(b) if it is not possible to resolve the Complaint within ten days, provide written acknowledgment of receipt of the Complaint within seven days and specify the time frame within which the Complainant will receive feedback about action taken.

101. The Supplier will ensure that all staff employed are familiar with the Fitness Business complaints resolution policies and procedure.

102. Where a Complaint cannot be resolved, the Supplier must advise the Complainant:

(a) of his/her right to have the Complaint referred to the Code Administration Officer; and

(b) that either party may refer the Complaint to the Complaints Administration Committee.

103. A Supplier will co-operate with the Code Administration Officer or Fitness Australia in resolving any Consumer Complaint.

Interpretation

i. Administration fee – means a ‘reasonable’ fee payable by the consumer for the purpose of an administrative task performed by a supplier

ii. Australia Fitness Industry Standards Council – this council was established to maintain the standards of the fitness industry, the council will also act as the Code Administration committee for the purpose of this code

iii. Australian Registered Exercise Professionals – a qualified professional registered with Fitness Australia

iv. Authorised persons - a person given permission to act on behalf of a consumer or supplier

v. Aqua – exercise conducted in a controlled water environment

vi. Association – The Health and Fitness Industry Association, Fitness Australia

vii. Breach of contract – an act where a consumer, supplier, contractor or employee breaks the terms of a written agreement

viii. Business Membership – a business that holds membership with Fitness Australia

ix. Business operators – an individual that operates a fitness business and supplies health and fitness services

x. Casual Visitor – a consumer that does not have a long-standing agreement of service with the business. Usually one-off purchases for service
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xi. **CCTV footage** – closed circuit television recordings, usually used for safety and security purposes within an unsupervised facility

xii. **Code Administration Committee** – refer to ‘Australian Fitness Industry Standards Council’

xiii. **Consumer** – an individual or group of people who purchase the goods and or services from a fitness business

xiv. **Consumer Agreement** - an agreement for goods and or services between a consumer and a supplier

xv. **Complaint** – an issue raised by a consumer or supplier that identifies that one party has failed to meet the standards of this code

xvi. **Complaints Administration Officer** – the state Membership Manager employed by Fitness Australia

xvii. **Complaints Resolution Committee** – a committee that attempts to uses common standards and this code to resolve issues and completes between a consumer and supplier or supplier and supplier

xviii. **Cooling-off period** – a period of time where a member has the ability to change his or her mind when entering an agreement for service

xix. **Corporations** – a large company or group of companies operating in the health and fitness industry

xx. **Creche** - a child minding service that involves no enforced donation or fee

xxi. **Electronic surveillance** – surveillance, usually in the form of CCTV or tail gate technology for the use of safety and security purposes

xxii. **Emergency Services** – Police, Fire, Ambulance, Security

xxiii. **Employees** – people who are employed for wages or salary

xxiv. **Fitness Business** – a business that supplies goods and services to consumers for the purpose of exercise and fitness

xxv. **Fitness Business Members** – refer to ‘business membership’

xxvi. **Fitness Industry** - the industry all-encompassing including but not limited to consumers, exercise professionals, fitness business and supplies

xxvii. **Fitness Facility** – a multi-purpose or single-purpose facility that offers exercise equipment or services for the purpose of physical exercise

xxviii. **Fitness Program** – a tailored exercise program set out for an individual or group by a suitably qualified and registered exercise professional

xxix. **Fitness Service** – an exercise equipment, service or program provided by a supplier

xxx. **Fixed Term** – an agreement between a supplier and a consumer for a fixed period of time e.g. 12 months upfront

xxxi. **Franchisee** – a business or individual that holds a franchise for the operation of fitness/exercise services

xxi. **Independent Contractors** – a sole trader or business, but not an employee that provides fitness goods or services to another business

xxxii. **Legislation** – the collective law in the State or Territory the fitness business operates

xxxiv. **Mechanically Sound** – equipment used is fit for purpose, properly maintained, is in good working order and used in an appropriate manner

xxxv. **Medical Certificate** – a certificate from a medical health practitioner confirming the state of the consumer’s health

xxxvi. **Membership Agreement** – an agreement between a supplier and a consumer for the use of a fitness facility

xxxvii. **Ongoing Membership** – an agreement between a consumer and business which will continue until either the supplier or the consumer cancel the agreement
xxxviii. **Other Approved Recognised Body** - a body or organisation offering similar services to Fitness Australia that is recognised by the Australian Government

xxxix. **Parent or Guardian** – a person who is entrusted by the law for the care of a minor wishing to enter into a contractual agreement on behalf of the minor

xl. **Pre-Exercise Screening Questionnaire** – a tool that identifies those who may have medical conditions or symptoms associated with diseases which may indicate a consumer’s elevated risk of an adverse event during physical activity/exercise

xli. **Pre-Paid Membership** – refer to ‘fixed term’

xlii. **Professional Indemnity Insurance** – a form of insurance that helps protect fitness business (supplier) and its employees for professional advice offered to consumers

xliii. **Public Liability Insurance** - a form of insurance that helps protect fitness business who engage with members of the public who may claim for personal injury or property damage that the business may cause

xliv. **Qualified individual** – a person operating within their Scope of Practice

xlv. **Registered Exercise Professional** – a qualified individual registered with a recognised governing industry organisation

xlvi. **Scope of Practice** - describes the role and responsibilities that a professional is permitted to undertake

xlvii. **Standards** – best industry practice set by Fitness Australia and the Fitness Industry

xlviii. **Supplier** - a business offering health and fitness goods and services to a consumer

xlix. **Supervision** – a suitably qualified individual on business premises

l. **Termination fee** – a fee directly associated with the financial loss incurred to the business as a result of a consumer terminating their agreement early