National Fitness Industry Code of Practice



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Fitness Australia

Fitness Industry Code of Practice

Fitness Australia

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Fitness Industry Code of Practice

Fitness Australia

Preamble

Fitness Australia is the peak Fitness Industry Association representing over 20,000 exercise professionals and 3,000 fitness businesses. We exist to empower the industry to engage more Australians in quality health and fitness services.

Our vision is for more Australians to adopt a healthy, active lifestyle. We do this through proactive leadership, engagement and service excellence. We're here to professionalise exercise.

In pursuit of a professional accountable Fitness Industry Fitness Australia has produced the first ever National Fitness Industry Code of Practice.

Designed for fitness service operators in the Fitness Industry, the purpose of the Code is to promote appropriate standards of trading, inspire consumer confidence and enable business operators to conduct services in a professional and ethical manner.

With support of the Australian Fitness Industry Standards Council and Meridian Lawyers, Fitness Australia took reference from six (6) previous state and territory Codes of Practice, the Fitness Australia Business Principles and Guidance for fitness business guide (2015), the current Australian consumer law and extensive industry consultation to draft the National Fitness Industry Code of Practice. This Code is now the new standard of business operation in a contemporary Australian Fitness Industry.

Separated into three (3) distinct parts, the National Fitness Industry Code of Practice clearly outlines guidance for Standard Fitness Business Practice, Consumer Agreements and Terminating a Consumer Agreement.

Designed to be prescriptive the Code offers clear guidance that meets legislative requirements for business operation.

This Code administered by the board of Fitness Australia is a voluntary application by the members of Fitness Australia.

Visit fitness.org.au/code-of-practice

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Fitness Australia

1 Objectives

1.1 This Code has been developed for the Fitness Industry, to:

(a) promote appropriate standards of trading by Fitness Industry business operators;

(b) enable business operators in the Fitness Industry to provide and conduct services in an ethical and professional manner, with due care and skill, and with a view to better protecting the interests of consumers; and

(c) promote consumer confidence in Fitness Industry business services.

2 Application of the Code

2.1 This Code applies to suppliers of Fitness services in the Fitness Industry.

2.2 Nothing in this Code reduces or limits a supplier's obligation to comply with all applicable laws including, but not limited to, health legislation, work health and safety legislation, misuse of drugs legislation, trade practices and consumer protection legislation, anti-discrimination and equal opportunity legislation, child safety legislation, privacy legislation, and laws for the protection of workers' rights and entitlements. This Code and the recommendations and procedures are not legal advice, should not be relied on as such. The requirements set out in this Code are additional to the obligations imposed by applicable laws, and conduct that complies with this Code will not necessarily ensure you comply with obligations imposed under applicable legislation or the common law.

2.3 Suppliers should obtain their own independent advice as to the legal obligations that apply to their particular circumstances.

2.4 Where there is any conflict or inconsistency between the Code and any Commonwealth, State or Territory legislation or regulation, that legislation or regulation shall prevail to the extent of the conflict or inconsistency.

2.5 Fitness Australia, its employees, officers and agents do not accept any liability for the results of any action taken in reliance upon, based on or in connection with this Code. To the extent legally possible, Fitness Australia and its employees, officers and agents, disclaim all liability arising by reason of any errors and omissions contained in this Code.

3 Definitions

3.1 Administration fee – constitutes the reasonable cost for the supplier to perform its obligations under the consumer agreement;

3.2 Casual Visitor – a consumer who has not entered into a consumer agreement with a supplier and who pays that supplier for the provision of a specified fitness service each time he or she uses a fitness service;

3.3 Code – this code which is amended from time to time;

3.4 Complaint – an issue raised by a consumer or supplier that identifies that a supplier has either breached, or possibly breached, this Code;

3.5 Consumer – means an individual who purchases the goods and or services from a supplier;

3.6 Consumer agreement - an agreement between a supplier and a consumer (other than a casual visitor) for the supply of fitness services by the supplier to the consumer;

3.7 Cooling-off period – a period during which a consumer may terminate his or her consumer agreement;

3.8 Corporation – includes a company, any body corporate (whether incorporated in this jurisdiction or elsewhere) and an unincorporated body that under the law of its place of origin, may sue or be sued, or may hold property in the name of its secretary or of an office holder of the body duly appointed for that purpose;

3.9 Creche – a service providing care or education for children of consumers participating in a fitness service at a fitness facility;

3.10 Exercise professional – Qualified person who supplies fitness services to the public, including personal trainers;

3.11 Fitness business – a business that delivers fitness services to the public, or provides a range of products, services and/or intellectual property (whether as franchisor, by way of licence or otherwise) to multiple businesses that deliver fitness services to the public under the same or substantially similar trading name and/or trade mark or service mark;

3.12 Fitness facility – a multi-purpose or single-purpose facility or premises owned, leased or used by a supplier for the purposes of delivering fitness services;

3.13 Fitness Industry - the industry of supplying fitness services, including but not limited to consumers, exercise professionals and fitness businesses;

3.14 Fitness service – includes pre-exercise evaluation, exercise consultations, use of exercise equipment, exercise services or programs whether it be in a group setting or individualised, supervised or unsupervised, provided by a supplier in any form or manner (including online), and excludes fitness services supplied by the following:

(a) a person registered under the relevant laws in the state or territory in the medical profession;

(b) a person registered under the relevant laws in the state or territory in the physiotherapy profession;

(c) a sporting club or organisation, for the playing of, or training for, a sport;

(d) an educational institution for exclusive use by staff or students;

3 Definitions

(e) a person for the performance of, or training for, martial arts;

(f) where no other fitness service is supplied – the use of a spa, bath, sauna bath, swimming pool or similar facility;

(g) a fitness service at a fitness facility is provided for the sole purpose of medical rehabilitation; or

(h) the hire of a court or other facility for the playing of sport;

3.15 Fixed term – a consumer agreement for a fixed period of time;

3.16 Health practitioner – a professional that includes medical, dental or nursing practitioners, as well as allied health professionals;

3.17 Laws – statute, ordinance, code or other law (including regulations) and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them in the relevant state or territory;

3.18 Mechanically sound – equipment is fit for purpose, properly maintained, is in good working order and used in an appropriate manner;

3.19 Ongoing agreement – a consumer agreement where payment is made periodically (weekly, fortnightly or monthly) in advance;

3.20 Permanent sickness or physical incapacity of a consumer means the consumer is sick or physically incapacitated for the greater of:

(a) the remainder of the term of the consumer agreement; or

(b) 5 years;

3.21 Personnel – employees, agents, independent contractors and other persons that a supplier permits to provide fitness services at its facilities or under the supplier's trade name, mark or banner;

3.22 Pre-exercise 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 that is recognised and used by Fitness Australia or another recognised peak body in the Fitness Industry;

3.23 Pre-paid agreement – a consumer agreement where payment is made upfront at commencement of the agreement for a fixed period;

3.24 Reputable registration body – a body or organisation that offers similar services to Fitness Australia; i.e. ensures that the appropriate credentialing is assessed at the point of registration and ensures a robust continuing education system is in place to ensure standards are maintained;

3.25 Supplier – an exercise professional, body corporate, sole trader, independent contractor, partnership, trust, other entity or organisation that provides fitness services to the public;

3.26 Termination fee – a fee directly associated with the financial loss incurred by the Fitness business as a result of a consumer terminating the consumer agreement early;

4 Standard Fitness Business Practice

4.1 A supplier must make this Code and its contents available to its personnel, third party suppliers and consumers.

4.2 A supplier acknowledges and agrees that Fitness Australia may publish a list of the Business Members that are subject to the Code and make this publication available to the public.

4.3 **Registration, qualification and representation** A supplier must:

(a) maintain Fitness Business Membership with Fitness Australia;

(b) not falsely claim to be a member of, or be endorsed by, an organisation or association;

(c) ensure that each personnel gaining experience to become a qualified exercise professional is supervised by a person who is appropriately qualified and skilled.

4.4 **Dealing with Personnel** A supplier must:

(a) engage personnel to provide fitness services by entering into a written agreement with the personnel on terms that:
(i) are consistent with this Code; and
(ii) clearly state in what capacity the personnel is engaged or permitted to provide services.

(b) ensure that personnel who provides a fitness service are qualified to provide the Fitness services

ensure that its personnel who provide a fitness service is qualified and holds current registration with Fitness Australia, or another reputable registration body, to provide fitness services at a level appropriate to that registration;

For personnel who are registered exercise professionals with Fitness Australia, please refer to the Scope of Practice for Australian Registered Exercise Professionals.

(c) appropriately screen its personnel and professionals or volunteers working with children under the age of 18 at the fitness facility such as requiring such persons to hold a valid Working with Children Check and comply with any other child safe laws;

(d) ensure that it employs or engages personnel in accordance with the Fitness Industry Award(s), any enterprise bargaining agreement, the Fair Work Act 2009 (Cth) and any other workplace laws;

(e) ensure that its independent contractors (if any) are legitimate contractors and have the adequate public liability insurance and/or professional indemnity insurance based on accepted Fitness Industry standards; and

(f) ensure that its personnel do not do anything to cause the supplier to breach this Code.

4.5 **Workplace health and safety laws** A supplier must comply with all applicable workplace health and safety laws.

4 Standard Fitness Business Practice

4.6 **Equipment and Fitness Facility** A supplier must provide a safe, clean and comfortable physical environment for consumers and its personnel. A supplier must at a minimum:

(a) regularly conduct and document a risk assessment of facilities, services and equipment, which should be part of a comprehensive risk management program;

(b) unless paragraph 4.6(c) applies, ensure that there is available, at all times during which fitness services are provided at a fitness facility, appropriately qualified personnel to supervise the provision of each fitness service;

(c) in the event that a supplier provides unsupervised fitness services, adopt the following risk mitigation strategies, which includes but not limited to:

- **(i)** the use of electronic surveillance to monitor those parts of the fitness facility where consumers access the Fitness service, including both entry and exit points, 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;
- **(ii)** provide panic alarms 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;
- **(iii)** display clear signage of safety and emergency medical and panic response procedures at the fitness facility which clearly marks the emergency contact details;
- **(iv)** provide a functioning telephone that is kept in close proximity to the first aid kit;
- **(v)** grant consumers access to a single occupancy change room and bathroom facilities that contains a panic alarm; and
- **(vi)** ensure that CCTV footage is excluded from the single occupancy change room and bathroom facilities;

(d) 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 legislation;

(e) provide a fully equipped first-aid kit located in a prominent, easily accessible position, and ensure that all personnel and consumers are aware of its location for use in an emergency;

(f) display the rules of the fitness business in a place where they will be visible to consumers;

(g) ensure all equipment:

- **(i)** conforms to relevant industry safety standards; and
- **(ii)** is mechanically sound, and is installed, maintained and operated in accordance with the manufacturer's written instructions and guidelines;

(h) ensure that personnel who advise consumers on how to operate the equipment must themselves be adequately trained in the equipment's operation;

- **(i)** ensure that all exercise areas contain adequate safe working space according to industry standards and guidelines, and that user numbers do not hinder the safe and effective use of the training equipment or exercise area.

4 Standard Fitness Business Practice

4.7 **Dealing with personnel and consumers** A supplier must:

(a) comply with the illicit drug laws and enforce a 'zero tolerance' drug and alcohol policy and procedure which must include the following:

(i) provisions to prevent and sanction the use, possession, supply or distribution of illicit drugs or banned supplements (including, but not limited to, performance and image enhancing drugs or supplements) for its consumers and personnel; and

(ii) ensure that its agreements with personnel and consumers permit the supplier to terminate the relevant agreement where there are reasonable grounds to suspect the use, possession, supply or distribution of illicit drugs or banned supplements (including, but not limited to, performance and image enhancing drugs or supplements) by the relevant personnel or consumer;

(b) where a consumer's answers to a pre-exercise questionnaire indicate that the consumer may be at risk from participating in a proposed fitness service, the supplier must not supply the fitness service which the consumer is at risk from participating in unless the consumer:

(i) provides evidence from; or

(ii) states in writing, that he or she has received advice from an appropriate health professional to the effect that the consumer is, in the opinion of the practitioner or health professional, not at risk from participating in the proposed fitness service;

(c) where a consumer provides evidence that he or she may be at risk from participating in a proposed fitness service under clause 4.7(b), a supplier must not provide the proposed fitness service until an appropriately qualified person has provided advice to the consumer in relation to an appropriate fitness program; and

(d) where a supplier permits personal trainers and other exercise professionals to use its fitness facilities to provide fitness services directly to consumers, the supplier must clearly inform the consumer that the contractual arrangement is between the consumer and the personal trainer or other exercise professional, not the supplier.

4.8 **Insurance** A supplier must maintain adequate public liability insurance and professional indemnity insurance.

4.9 **Privacy laws** A supplier must ensure that:

(a) all personal information is handled in accordance with the applicable privacy laws;

(b) it obtains the necessary consents from consumers and personnel for Fitness Australia to collect personal information about the origins and causes of complaints for the purpose of identifying systemic and recurring problems in the Fitness Industry;

4.10 **Confidentiality** A supplier must not use, or disclose to another person, confidential information about a consumer obtained under the consumer agreement, or by providing fitness services to the consumer, unless the information is otherwise lawfully used or disclosed.

4 Standard Fitness Business Practice

4.11 **Child care laws** When a supplier is operating a crèche, it must do so in accordance with the laws that govern the operation of the crèche.

4.12 **Aquatic facilities** A supplier that offers swimming pool services must:

(a) adhere to the Royal Life Saving Society Guidelines for Safe Pool Operations; which include

- **(i)** General Pool Operations
- **(ii)** Technical Pool Operations
- **(iii)** First Aid
- **(iv)** Facility Design
- **(v)** Supervision
- **(vi)** Low Patronage Pools
- **(vii)** Programs
- **(viii)** General Pool Operations
- **(ix)** Technical Pool Operations
- **(x)** First Aid
- **(xi)** Facility Design
- **(xii)** Supervision
- **(xiii)** Low Patronage Pools
- **(xiv)** Programs

(b) for group fitness activities in an aquatic environment, ensure that the aquatic instructor is appropriately qualified within Fitness Industry standards to provide these services.

4.13 **Pre-requisites to providing fitness services** Before a supplier provides any fitness services to a consumer including casual visitors, it must:

(a) ensure that the consumer completes a pre-exercise questionnaire, and if required, this should be assessed by a suitably qualified professional, in relation to the consumer's risk in participating in a Fitness service;

(b) ensure that the consumer is aware of and understands all disclaimers, and exclusion notices provided in accordance with Victorian and South Australian fair trading laws (if applicable); and

(c) Offer a suitable induction for the consumer prior to the consumer undertaking any physical activities in respect of the relevant Fitness services. This must include, but not be limited to, an emergency response policy and procedure and rules for safe use of equipment and amenities.

4.14 **Maintenance, repairs** A supplier is entitled to withhold fitness services for two weeks over a 12 month period to undertake maintenance, repairs or improvement to its fitness facility.

5 Consumer Agreements

5.1 A supplier must not enter into a consumer agreement unless the agreement is in writing and signed by the consumer and the supplier (or a person authorised in writing to sign consumer agreements on behalf of the supplier).

5.2 When entering into a consumer agreement with a consumer under the age of 18, the supplier must require a parent or guardian to sign the consumer agreement.

5.3 The agreement under clauses 5.1 and 5.2 can be signed in electronic format provided that the supplier:

(a) uses a reliable method to verify the identity of the consumer and the consumer's intention to sign the agreement electronically (such as require the consumer to present his or her drivers' licence before participating in any fitness service for the first time);

(b) uses a reliable method to communicate to the consumer that the agreement can be signed electronically; and

(c) obtains consent from the consumer to sign the agreement electronically.

5.4 A supplier must not use deceptive, misleading, false or unfair advertising or marketing practices in any platform such as social media or online, which may include, but is 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.

5.5 A supplier must ensure that sufficient information is available to enable a consumer to make an informed decision in relation to the supplier's 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 level of fitness attainable or the fitness facilities and equipment provided;

(c) not make false, misleading or deceptive comparisons with programs provided by competitors;

(d) allow prospective consumers to inspect the fitness facility without any obligations to purchase a membership with the supplier;

(e) make available for perusal, or provide, a copy of this Code and any other Fitness Industry codes that apply, and if asked by a consumer, promptly tell the consumer where to obtain a copy of these documents; and

(f) ensure that its personnel act in an ethical and professional manner and do not use unreasonable sales methods, high pressure selling techniques, harassment or unconscionable conduct to sell its fitness services.

5 Consumer Agreements

5.6 A supplier must ensure that a consumer agreement, at a minimum:

(a) sets out the name and address of the parties to the agreement including the Australian Business Number and Australian Company Number for corporations;

(b) sets out the address of the fitness facility at which the fitness services are to be supplied;

(c) sets out clearly and unambiguously the rights and responsibilities of the supplier and the consumer;

(d) discloses the full price of the fitness 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 each type of fitness service, such as the fee for each exercise consultation or exercise program;
- **(iv)** the fee for a fitness assessment;
- **(v)** late payment, administration or other associated fees;
- **(vi)** any other fees payable, or that may be payable, under the consumer agreement;
- **(vii)** any termination fee that may apply and circumstances under which that fee is payable;
- **(viii)** when the cooling-off period starts and when it ends;
- **(ix)** how the consumer may terminate the consumer agreement;
- **(x)** the circumstances under which the supplier may terminate the consumer agreement.

(e) where the fitness services will be provided in Victoria or South Australia, set out the exclusion notice in accordance with Victorian and South Australian fair trading laws;

(f) states that the supplier is bound by this Code and that the consumer can lodge a complaint with Fitness Australia if the supplier has or appears to have breached this Code; and

(g) requires the consumer to:

- **(i)** carry out, as far as is reasonably practicable, his or her obligations under the consumer agreement;
- **(ii)** abide by the rules of the fitness business;
- **(iii)** follow any reasonable direction of any personnel of the fitness business;
- **(iv)** inform the supplier if the consumer knows or has reasonable grounds to believe, that he or she may be at risk by participating in a particular Fitness service, or if the consumer's medical condition changes which may increase the risk of adverse events when exercising.

5.7 If a business member offers a fitness service for free or discounted under a consumer agreement, each of the following must be disclosed in the written statement under clause 5.1 above:

(a) the usual fee for the fitness service before the offer is made;

(b) if the usual fee for the fitness service is increased before the offer is made —the increase in the fee; and

(c) 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.

5 Consumer Agreements

5.8 A supplier must not sell a **pre-paid agreement** that has an expiry greater than 12 months from the date of purchase.

5.9 A supplier must not sell an **ongoing agreement** with a minimum term greater than 18 months.

5.10 A supplier must ensure that any ongoing agreement:

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

(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:

I acknowledge that unless I provide written notice of termination of my membership prior to the end of the fixed term of my ongoing agreement, I will still be liable for my membership fees until 14 days after I provide written notice of termination to the fitness facility. I understand the fitness facility must respond to its receipt of a written notice within seven days.

If your agreement is for a fixed term, it automatically terminates at the expiry of the term and so a new agreement will be required if you require services after that time. If your agreement is ongoing, it is an agreement that will continue after the initial term until either you or we terminate it in the way described in the agreement.

If an automatic direct debit arrangement is in place, 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.

5.11 Where a supplier has not commenced providing agreed fitness services, but wants to accept pre-paid fees, the supplier must:

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

(i) the fitness facility is open;

(ii) the consumer has used the fitness service; and

(iii) the consumer has determined within 48 hours of first using the Fitness service whether to terminate the agreement; and

5 Consumer Agreements

(b) not sell any agreements that are for a period more than three months before commencement of providing the agreed fitness services.

5.12 A supplier must not offer to renew a consumer agreement:

(a) in the case of a 12 month agreement, until the current agreement has less than four months before it is due to expire;

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

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

5.14 The cooling off period, for a consumer entering into a consumer agreement with a supplier, starts:

(a) when the consumer enters into the consumer agreement before the fitness business opens:
- **(i)** if the fitness business opens on the proposed opening 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 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):

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

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

5.16 If a supplier makes changes to:

(a) the fees outlined in the consumer agreement they must provide the consumer at least 60 days' notice in writing, and if the consumer is adversely affected by the change, the consumer may terminate the agreement without penalty in accordance with clause 5; and

(b) any other changes to the consumer agreement except for fees, the supplier must provide the consumer at least 30 days' notice in writing, and if the consumer is adversely affected by the change, the consumer may terminate the agreement without payment of a termination fee, in accordance with clause 5.7.

5.17 Where a consumer is unable, by reason of temporary physical incapacity, verifiable by a medical certificate, to avail himself or herself of the fitness services provided under his or her consumer agreement, that consumer is entitled to defer the balance of the period of the consumer agreement to a maximum of 3 months total in any 12-month period unless a further period is agreed in writing with the supplier.

5.18 The supplier may charge a reasonable administration fee each time a consumer requests a deferral in accordance with their entitlement under clause 5.17.

6 Terminating a Consumer Agreement

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

6.2 The consumer terminates the agreement by giving the supplier written notice of the termination, including evidence of membership, by:

(a) delivering the notice to the supplier's registered or business address or email;

(b) posting the notice to the supplier's registered or business address by mail or email.

6.3 The supplier must refund to the consumer the fees paid by the consumer to the supplier less:

(a) any reasonable cost of any service provided or outstanding fees for the supply of fitness services to the consumer provided that those fees were disclosed to the consumer in writing before entering into the consumer agreement; and

(b) a reasonable administration fee for terminating the agreement during the cooling-off period.

6.4 The supplier must pay the refund to the consumer within 14 days after receiving notice of termination of the consumer agreement.

6.5 A consumer may terminate a consumer 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.

6.6 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.

6.7 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) any outstanding fees for the supply of fitness services by the supplier; and

(b) a reasonable administration fee for the termination of the agreement.

6.8 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.

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

6 Terminating a Consumer Agreement

6.10 A consumer may terminate a consumer agreement with a supplier for reasons other than those referred to in clauses 6.1 and 6.6.

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

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

6.13 A consumer may be entitled to a refund if a supplier is in breach of any obligations under the consumer 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 fees paid by the supplier less any outstanding fees for the Fitness services supplied by the supplier.

6.14 A supplier or consumer may terminate an agreement if there is a failure or delay with providing Fitness services for more than 30 days after the supplier and consumer entered into an agreement.

Fitness Australia

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