

## Fitness Prospector Package – Terms & Conditions

By making payment for this package, you agree to the following terms and conditions.

Package expiry date – 1 month from the date of purchase  
The package must be completed within the time period specified.

### Outdoor sessions

FiftyFitness PT sessions may be held outdoors and take place all year through all seasons and weather conditions. Locations have been selected to provide some shelter, but you may have to exercise in rainy and windy conditions. If a session must be cancelled due to dangerous weather conditions or other reasons, FiftyFitness may schedule an alternative session or extend the expiry date of your package as appropriate.

### Complaints

FiftyFitness must make every reasonable effort to resolve member complaints about our service in a fair and timely manner. Complaints may be lodged in writing to [kate@fiftyfitness.com.au](mailto:kate@fiftyfitness.com.au) and FiftyFitness will acknowledge receipt and keep a record of the complaint. If the member is not satisfied with the action taken to address their complaint, they may contact the registration body ([AUSactive](#)) or [Consumer Protection](#). Copies of the Fair Trading (Fitness Industry Code of Practice) Regulations 2020 (WA) will be provided to members on request.

### Rights and obligations

1. I agree to undertake pre-exercise screening and disclose health and wellbeing information relevant to the design of my exercise programs.
2. FiftyFitness agrees to keep my recorded information secure and confidential, only disclosing relevant details to health professionals if necessary and with my written permission.
3. I agree to participate in fitness training sessions following pre-exercise screening, with FiftyFitness to provide programs including endurance and resistance training using bodyweight, weights, bands, and various fitness equipment.
4. FiftyFitness agrees to work within their scope of practice and undertake continuing professional education.
5. I may request information from FiftyFitness about their qualifications and professional registration, and FiftyFitness must comply with the request in writing.
6. FiftyFitness trainers will always act lawfully and treat me respectfully and I agree to interact in the same manner towards other members and trainers.
7. I understand that FiftyFitness always prioritises my health and safety but accept the risks that may arise through increased physical activity and exercising outdoors. These risks may include: i) I may die or be physically or mentally injured. ii) My personal property may be lost or damaged. iii) Other people may cause me injury or damage my property. iv) I may cause injury to other people or damage their property. v) The conditions in which the activities are conducted may vary without warning.