



Government  
of South Australia

SafeWork SA

An abstract graphic composed of several interlocking cubes in various shades of gray, arranged in a staggered, three-dimensional pattern that recedes into the background.

# Application for proposed **ENFORCEABLE UNDERTAKING**

The commitments in this undertaking are offered to the regulator by

**RICHARD MILLS / FITME PTY LTD**

**ACN 074 670 385**

The information provided in this document is for the purpose of an undertaking given to the regulator under Part 11 of the *Work Health and Safety Act 2012* (SA). This information will be managed within the requirements of the current State Government privacy regime.

The terms of an accepted enforceable undertaking are a matter of public record.

When an enforceable undertaking is accepted, notice of the decision to accept it and reasons for that decision will be published by the regulator on the SafeWork SA website within 14 days of the date of the decision.

Enforceable undertakings will not be removed from the public register and will remain on the register after a company or individual has discharged all obligations of the undertaking.

## COMMENCEMENT OF UNDERTAKING

This enforceable undertaking is given on the day and date that it is accepted and signed by the regulator. The undertaking and its enforceable terms will commence to operate as a legally binding commitment on the part of the person from the date it is given.

## SECTION 1: GENERAL INFORMATION

### 1.1 Details of the person proposing the undertaking

Nominated person: (Point of contact for SWSA communications)	Richard Mills
Street address:	58 Sheoak Road Crafers West 5152
Postal address:	As above
Telephone:	0411 743 280
Email address:	<a href="mailto:Richard_mills@bigpond.com">Richard_mills@bigpond.com</a> <a href="mailto:richard.mills@efm.net.au">richard.mills@efm.net.au</a>
Legal structure:	Individual/Company Director/Company
Type of business:	Fitness/Gymnasium
Commencement date:	
Workers: Full time:	1
Part time:	0
Casual:	3
Products and services:	0

Comments:	<p>We are a small family company (Fitme Pty Ltd trading as EFM Hawthorn) who have always been dedicated to fitness as a means of advancing general health in society. We operate a small gymnasium at Hawthorn South Australia (opened relatively recently after we were required to move out of our last premises at Urrbrae.</p> <p>We operate as an EFM Health Club Franchise.</p> <p>The company has 2 Directors, husband and wife (Mr Richard and Mrs Jane Elizabeth Mills). The gymnasium has one full time employee who works as a fitness instructor, as well as three casual employees who take specialised classes, depending on demand, and this includes yoga and Pilates.</p> <p>We aim to provide a personal service and one which usually involves personal relationships with each of our clients.</p> <p>Due to the incident, but also as a result of my recent health diagnoses, my wife and I decided that it may be time to allow someone with more youth and vigour to take over the business. It is planned to either sell the business or otherwise, in the absence of a suitable buyer, to simply close it down.</p> <p>However, it is intended that if we are able to obtain a suitable buyer, we will either delay settlement until all of the terms of this Enforceable Undertaking have been fulfilled or the incoming purchaser agrees (by contract) to adopt the undertakings and continue to implement them.</p>
-----------	---

## 1.2 Details of the alleged contravention

- 1.2.1 On 27 November 2020, at Urrbrae Agricultural High School, at Netherby in the State of South Australia, Fitme Pty Ltd, our company, which had a health and safety duty, allegedly committed a Category 2 offence contrary to section 32 of the Act.
- 1.2.2 The duty arises because our Company was an entity conducting a business (trading as an EFM Health Club) providing health and fitness services to its members in a gymnasium located at Urrbrae Agricultural High School ('**EFM Urrbrae**').
- 1.2.3 In conducting such business, our Company had a duty to ensure, so far as was reasonably practicable, the safety of workers engaged or caused to be engaged or

whose activities in carrying out the work were influenced by us while the workers were at work in the business (s19(1) of the Act).

1.2.4 On 27 November 2020, our Company failed to comply with that duty because whilst undertaking work, the Injured Party (“the IP”) who was a worker by reason that he was a volunteer carrying out work for us, was exposed to a risk to his health and safety whilst undertaking that work by reason that:

1.2.4.1 The EFM Urrbrae gymnasium was located on a mezzanine within the gymnasium;

1.2.4.2 The work task was to remove items from the mezzanine level to the ground level (**‘the work task’**);

1.2.4.3 The work task was to be performed by items:

1.2.4.3.1 being carried to the ground level via the gymnasium’s internal stairs; and

1.2.4.3.2 being moved to the ground level with the use of a pallet lifted on the tines of a forklift working from the ground to an elevated walkway external to the gymnasium;

1.2.4.4 Access to position the pallet on the elevated walkway by the forklift was facilitated by the cutting and removing of a section of the edge protection (**‘fence’**) to the walkway which created an unprotected edge (**‘the unprotected edge’**);

1.2.4.5 Workers including the IP were working proximate to the unprotected edge placing items onto the pallet which exposed workers to a fall risk;

1.2.5 We failed to comply with our health and safety duty because we failed, so far as was reasonably practicable, to provide and maintain a safe system of work to minimise risks to the health and safety of our workers by reason that we failed to:

1.2.5.1 countermand the work method of its volunteers working on an elevated walkway with an unprotected edge; and/or

1.2.5.2 require the removal of items from the mezzanine level to the ground level only by the use of the stairs; and/or

1.2.5.3 utilise the services of removalists with skills and experience in carrying loads to undertake the work task; and/or

1.2.5.4 undertake a Job Safety Analysis of the work task and methods which identified:

- 1.2.5.4.1 alternative work methods to using a forklift and pallet that could be adopted to minimise a fall risk to workers; and/or
- 1.2.5.4.2 alternative work methods to using the forklift and pallet that did not require the creation of an unprotected edge (such as the cutting of only part of the edge protection so that a top rail was maintained); and/or
- 1.2.5.4.3 control measures for the proposed work method to minimise the risk to persons working proximate to the unprotected edge such as safety equipment, instruction, and supervision; and/or
- 1.2.5.4.4 that prior to adopting the method of using a forklift and pallet to move items from the elevated walkway with an unprotected edge, we should ensure that:
  - 1.2.5.4.4.1 warning signs and/or bunting were installed on the elevated walkway and on the external access to the elevated walkway from the gymnasium to inform and remind workers of the hazard of the unprotected edge; and/or
  - 1.2.5.4.4.2 temporary edge protection such as a rail or other barrier was installed; and/or
  - 1.2.5.4.4.3 workers working proximate to the unprotected edge wore safety equipment such as a safety harness with an anchored restraint line.

1.2.6 We failed to comply with our health and safety duty because we failed, so far as was reasonably practicable, to provide such information, training, instruction or supervision that was necessary to minimise risks to the health and safety of our workers by reason that we failed to ensure that:

- 1.2.6.1 the worker, the IP, was instructed adequately or at all in working safely proximate to the unprotected edge, including by instructing him that loads were to be carried by two persons in order to place them onto the pallet; and/or
- 1.2.6.2 training was provided to its workers working proximate to the unprotected edge in order to minimise the risk of fall; and/or
- 1.2.6.3 a supervisor was present on the elevated walkway to supervise and intervene as necessary while workers were on the elevated walkway.

A consequence of the our failure to comply with our health and safety duty is that it exposed an individual, the IP, to a risk of death or serious injury being the risk arising

from falling from a height of 3.2 metres from the elevated walkway to the paved surface below, which risk materialised when the IP, while carrying a load, fell from the unprotected edge on the elevated walkway, causing serious injuries requiring hospitalisation for a period of more than a month.

1.3 Detail the events surrounding the alleged contravention

*(Generally includes factual incident details and avoids blame or opinions)*

We were required to move premises and in the course of doing so, members of the gymnasium who were also friends of ours agreed to help shift equipment. The Gym was on a mezzanine level/first floor and so the owner of the premises, the School, decided to cut a railing which was on a balcony so that a forklift could locate a pallet onto which to load goods to bring them to ground level. As a result, while moving equipment, the injured party fell from the balcony from which the railing had been removed.

1.4 Details of any enforcement notices issued that relate to the alleged contravention

Tick if there were no notices issued by SWSA in relation to the contravention

Date issued	Notice type	Notice number	Contravention or prohibited activity	Action taken in response to notice

1.5 Detail the injury sustained or illness suffered by worker/s or other/s as a consequence of the alleged contravention detailed above

Serious back injury to the IP, requiring hospitalisation for more than a month. The IP suffered vertebral fractures requiring surgery, head injuries, facial fractures, conductive hearing loss, multiple rib fractures and a scapula fracture.

However, it is understood that the IP is recovered and has for some significant time now returned to work as a mortgage broker.

1.6 Detail the employment status and the workers' compensation or other insurance status regarding the person who sustained injury or suffered illness as detailed in 1.5

The injured person is:

- an employee of the entity
- a self-employed person
- other - Please provide details
- not applicable

Status: Add status of claim and level of recovery/return

*(This should reflect the status of any claims and level of recovery/return to work that is applicable)*

Not Applicable. The injured party was not a worker or employee. He was an attendee of the Fitme Gymnasium and would exercise there. He became close friends with me and my wife.

On our understanding, the IP, the injured party, has recovered from any injuries (outlined below) and has resumed pre-injury employment.



1.7 Detail the support provided or proposed by the person to the injured person and/or family or other/s

Date	Description of support	Comments
Nov 2020	Support of family.	<p>The IP was a close friend of mine. I offered immediate support to him and his family by being present at the hospital when I was able and maintaining regular contact, speaking with the IP's wife every day, to inquire into the IP health status. I offered the IP's wife any assistance I could. Unfortunately, as this was during the COVID-19 pandemic, I was unable to visit the IP in person, and therefore kept in regular contact by telephone.</p> <p>I have also experienced personal difficulties (including having suffered a stroke) and which precluded my ability to maintain any long-term contact with the IP. This has also led to significant anxiety and depression from which I continue to suffer.</p>

1.8 Detail any current work, health and safety systems at the workplace

*(Describe how health and safety risks are managed, including types of procedures or policies or standards)*

We operate an EFM Health Club Franchise and we comply with the Act.

We have implemented a work health safety system which ensures complete safety systems and systems for recording compliance with the work safety practices employed. This system includes:

1. A written work healthy safety policy
2. Safety checklists for all equipment in the gymnasium
3. Investors management for all equipment at the gymnasium which evidences maintenance by qualified people of all equipment in accordance with manufacturers recommendations

4. Training and induction of any new employee and reporting of same
5. Training and induction of any new user of gymnasium equipment
6. Emergency management
7. Near miss and incident reporting
8. 6 monthly inspections to identify hazards
9. The installation of signage on all gym equipment, advising users on how to operate the equipment safely and identifying hazards such as heavy lifting hazards and the like
10. A requirement under the policy that each day before the commencement of business, I, as the director of the company, shall conduct a site inspection to ensure that all signage is in place in relation to all equipment at the gymnasium warning of the dangers associated with heavy lifting or use of the equipment (for both workers and customers). This daily inspection will be recorded in writing and shall be a record kept by the company and available for inspection by the regulator
11. A requirement under the policy that the company will not commence trading on any day when it is found that the business no longer provides a safe system of work.
12. A requirement for me, as the director of the company, to undertake regular monthly inspections of all gymnasium equipment in order to ensure that it continues to be operated in accordance with the manufacturers recommendations and that it therefore poses no risk to the safety of any person or employee using the equipment. It is further intended that this will be a permanent record and kept on the premises.
13. I undertake to permit the Regulator to inspect at any time the written reports prepared in accordance with clause 10 and 12, above.

1.9 Detail the level of auditing currently undertaken on the work, health and safety systems referred to in term 1.8, including compliance audits and audit frequency

We do not currently engage auditors on the work health and safety systems. We, as Directors, conduct and review work, health and safety responsibilities.

Life Fitness Australia, suppliers of equipment to all EFM Health Club Franchises, attend every 6 months. This is ongoing and will continue into the future.

Presently, Life Fitness Australia conduct visual inspection and walk through our current facility. When this inspection occurs, a technician from Life Fitness Australia attends

and conducts the inspection along with me. This is currently done as is seen fit, which is usually when delivering new equipment or doing repairs.

Life Fitness Australia do not leave any written documents or any check list after this inspection, but a written report on request can be made available.

Individual machines are audited by me, along with the head trainer at Fitme Pty Ltd. However, there is currently no written records kept of these audits.

If an issue is discovered, we book a Life Fitness Australia technician.

We intend on reviewing our work, health and safety performance annually using the Simple Steps to Safety online audit tool from the SafeWork SA website.

#### 1.10 Detail the consultation undertaken or proposed to be undertaken, in relation to this undertaking

*(This should reflect any consultation in developing the undertaking e.g. workers, managers, safety committees, injured worker/s external consultants)*

As noted above, this incident did not occur in the ordinary course of business but rather was a one-off event which occurred in very unusual and unique circumstances. It is therefore not a situation where there is a requirement for improvement in the day-to-day activities of the business as a gymnasium/health club.

Having said that, insofar as there would ever be even the potential for a recurrence of this event, as noted above we have indicated an intention never to engage in movement of heavy and bulky gym equipment otherwise than by using the services of a professional removalist.

We commit to communicate and consult with all employees and workers, including contractors and temporary employees, on all aspects of our workplace health and safety policies.

Since the incident, we have also engaged the services of David Mallett of Safety SA. David Mallett has attended at Fitme Pty Ltd's gym in Hawthorn and carried out an inspection. Although we have not yet received the documentation from Mr Mallett, we expect that the documents he has produced will cover the following:

- Priority would be placed on staff training.
- Tools on how to recognise hazards and risk assess all levels of running a gym / fitness facility.
- Visual inspection procedures to gauge wear and tear and possible failures in all equipment housed at a gym.
- Technical knowledge and instruction structures for manual handling for staff and members.

- Procedures to facilitate reporting faults and scheduling maintenance with appropriate professional companies such as Life Fitness and other suppliers.
- A check list that must be signed off daily/ weekly/ monthly to show that these procedures have been addressed and reported. This check list will contain all the actions that must be followed and documented.
- All injuries will be mandatory to record and report.
- Location for EFM sites and outdoor activities will also have a mandatory risk assessment process where all staff are trained to identify and implement.

We are in the process of addressing all of these issues and producing a document so it can be implemented throughout all the EFM gym franchises in Australia (consisting of 30 businesses in South Australia and some 40 centres (total) covering New South Wales, Victoria, Queensland and Tasmania).

This document will include a link for all injury reporting and near miss incidents.

We expect that this awareness of all levels of hazard assessment and risk management will minimise incidents across all our fitness centres.

Should any of the above not be covered by the inspection completed by Mr Mallett, we intend on engaging further Work, Health and Safety inspectors for further advice.

#### 1.11 Detail the rectifications to the workplace or work practices made as a result of the alleged contravention and the enforcement notices issued

*(This should reflect measures taken to rectify the contravention, post incident)*

After this incident, the business moved premises (not because of the incident, which occurred in the course of the move). The business relocated to a premises which is on the ground floor and does not therefore carry any risk of the incident reoccurring.

Having said that, as stated in 1.10, insofar as there would ever be even the potential for a recurrence of this event, as noted above we have indicated an intention never to engage in movement of heavy and bulky gym equipment otherwise than by using the services of a professional removalist.

We have also engaged the services of David Mallett of Safety SA to implement the changes described above in 1.10.

We also wish to offer a payment of \$20,000 to the injured party, the IP, to support him his rehabilitation. Payment can be made within 14 days of acceptance. Upon acceptance of this Enforceable Undertaking, we undertake to provide SafeWork SA with proof of payment to the IP.

**Total amount spent on rectifications      \$ 20,000 payment to the injured party.**

## SECTION 2: GENERAL TERMS

The person acknowledges and commits to the general terms set forth in the sub-terms below.

- 2.1 Acknowledgement that the regulator alleges a contravention occurred as detailed in term 1.2

We acknowledge that a formal contravention of the *Work Health and Safety Act, 2012* (SA) has been alleged and we understand the characterisation of allegations as referred to in paragraph 1.2, above.

- 2.2 Statement of regret that the alleged contravention occurred and the reasons the person considers this undertaking is a more appropriate response to the alleged contravention than a court imposed sanction

*(This should not include an admission of guilt)*

We sincerely regret that the incident on 27 November 2020 occurred. We express deep sympathy to the IP (and his family), especially given our close personal friendship and professional relationship (i.e. the IP was a member of the gym).

We consider that this undertaking is a more appropriate response to the alleged contravention than a court-imposed sanction because, having regard to the rather unique circumstances in which the event occurred and the lack of previous offences against the Act, it is almost impossible that there could be a recurrence of the event because of changed circumstances.

Having said that, this entire event has had a significant impact on me personally (but also Mrs Mills) and we have learned a very salutary lesson about work health and safety. I am extremely contrite over the event and I have developed insight into the reality of risks in the workplace, even for a workplace, like a gymnasium, which one would not usually expect workplace injuries to happen.

As a result of this incident, I have made contact with the Franchisor under which we operate and I have asked them to bring to the attention of all franchisees the risks which exist in gymnasias for both staff and users of gym equipment. I have also asked the Franchisor to consider implementing a policy which would remind all franchisees, annually, of the need to be aware of work health and safety in EFM gymnasias.

- 2.3 Statement of commitment that the behaviour, activities and other factors which caused or led to the alleged contravention has ceased and will not reoccur

We repeat what is set out above and reiterate that this was a one-off incident and not something which occurred in the context of the performance of a normal working day.

The incident involved the shifting of gymnasium equipment in circumstances where some loyal customers, who were also personal friends of ours, offered to help shift.

We give a commitment that any contravention has now ceased and that the circumstances which led to the event shall not be repeated.

We also give a commitment that in the event there is ever a need to move premises in the future, or indeed to move heavy or bulky gym equipment at all, we will not ask volunteers to assist and any heavy or bulky equipment will only be moved by the services of a professional mover.

#### 2.4 Acknowledgment of the guidelines published by the regulator for the acceptance of an undertaking

I have read and understood the **Guidelines for the acceptance of an enforceable undertaking**

Version: 1

Dated: July 2023

#### 2.5 Acknowledgement that this undertaking may be published and publicised

We acknowledge that the undertaking may be published on the SafeWork SA website and referenced in SafeWork SA material.

We acknowledge that the undertaking may be publicised in newspapers.

2.6 Statement of the person's ability to comply with the terms of this undertaking and meet the projected costs of the activities

2.6.1 We have the financial ability to comply with the terms of this undertaking.

2.6.2 We have deposited \$60,000 into the Iles Selley Lawyers Pty Ltd Practice Trust Account, held with the Westpac Bank. That money is held on trust for the express purpose of it being sued to make payment under this Undertaking (Receipt available for inspection).

2.6.3 In the event of the sale or liquidation of the business, we will advise the Regulator of the relevant circumstances and our capacity to comply with any outstanding terms of this Undertaking.

2.7 Statement regarding person's relationship with any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarship or other recipient of financial benefit contained in this undertaking

We confirm that there are no relationships with any corporations, officers, employees, contractors, proposed beneficiaries of donations or scholarships or other recipients of financial benefit contained in this undertaking.

2.8 Statement regarding Intellectual Property Licence

We grant SafeWork SA a permanent, irrevocable, royalty-free, world-wide, non-exclusive licence to use, reproduce, publish, distribute, electronically transmit, electronically distribute, adapt and modify any materials developed as a result of this undertaking.

2.9 Acknowledgement that the person may be required to provide a statutory declaration

Has SafeWork SA requested a statutory declaration outlining details of any prior work health and safety convictions<sup>1</sup>, subject to any local legal constraints such as spent conviction legislation, or findings of guilt under work health and safety legislation or work health and safety related legislation?

YES                       NO

---

<sup>1</sup> Subject to any local legal constraints such as spent conviction legislation

The statutory declaration is attached (if applicable)

YES                       NO

2.10 Statement of commitment from the person to participate constructively in all compliance monitoring activities for this undertaking

2.10.1. It is acknowledged that the regulator will conduct compliance monitoring to ensure compliance with the terms of this undertaking.

2.10.2 Cooperation will be given to allow the Regulator to assess compliance including giving access to relevant material (evidence of compliance).

2.10.7 It is acknowledged that the regulator may initiate additional compliance inspections as considered necessary at the regulator's expense.

2.11 A commitment by the person to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking

*(Detail the management strategies to be employed that will satisfy and demonstrate to officer/s of the person that this commitment is being met)*

We give a commitment to perform activities that will ensure the ongoing effective management of risks to health and safety in the future conduct of its business or undertaking.

2.12 A commitment regarding linking the promotion of benefits by the person to this undertaking

*(Activities that may promote or benefit the person need to link the activity/benefit to this undertaking)*

We are committed to promoting the benefits contained in this undertaking and to the undertaking itself, within our own business and to the wider Fitness industry. Through this undertaking and our experience, we aim to make other fitness businesses a safer place to work.



## SECTION 3: ENFORCEABLE TERMS

We acknowledge all activities set forth in the enforceable terms below must be auditable and include a date for completion and a minimum cost for each activity.

We commit to performing the activities below diligently, competently and by the respective completion date.

- 3.1 A commitment to disseminate information about this undertaking to workers, and other relevant parties, and in the annual report (if applicable)

*(This may include dissemination to work health and safety representatives and in the annual report, if applicable)*

Dissemination will be achieved by doing the following:

We will conduct a meeting with all staff informing them of this Enforceable Undertaking and addressing risks. A copy of the executed enforceable undertaking as well as a letter outlining these discussions will then be sent to all workers and a copy will be sent to the Franchisor.

A copy of the enforceable undertaking will also be placed on the notice board of the gymnasium.

Dissemination will occur by: 2 weeks from the beginning of this undertaking.

- 3.2 Activities to be undertaken to promote the objects of the *Work Health and Safety Act 2012 (SA)* that will deliver benefits for workers/others

Activities	Minimum cost	Timeframe
3.2.1 EFM Health Club Hawthorn A meeting with all workers will be conducted informing them of this Enforceable Undertaking and addressing risks. A letter will then be sent to all workers and to the Head Office of EFM, outlining these discussions.	\$ 0	1 month from acceptance
3.2.2 I have completed a course in first aid and emergency management with Australian Red Cross. A copy of the Statement of Attainment demonstrating the	\$200	1 week from acceptance

	<p>completion of modules “Provide cardiopulmonary resuscitation”, “Provide basic emergency life support”, “Provide first aid” and “Provide an emergency first aid response in an education and care setting” will be furnished to SafeworkSA within 1 week of acceptance of this Enforceable Undertaking. It is expected that undertaking such a course would enable us to ensure that, in the unfortunate event of an adverse incident, a response will be able to be provided as to health on an urgent basis.</p>		
3.2.3	<p>WHS auditor Paul Ploenges from Absolute Safety Solutions will be appointed to conduct an audit on EFM Health Club Hawthorn.</p>	\$ 5,000	3 months from acceptance
3.2.4	<p>Upon completion of the audit report obtained from 3.2.2, we will provide a copy of the audit report to SafeWork SA, along with a plan for the recommendations to be implemented. We will implement and resolve all audit report recommendations within 12 months and will provide a further audit report to SafeWork SA of all implemented and resolved recommendations within 12 months of the date of acceptance of this enforceable undertaking. We will set aside \$10,000 to put towards implementing any recommendations in</p>	N/A	12 months from acceptance

	relation to the audit conducted under section 3.2.3.		
Total minimum cost of benefits for workers/others		\$ 5,200	

3.3 Activities to be undertaken to promote the objects of the *Work Health and Safety Act 2012 (SA)* that will deliver benefits for industry

Activities	Minimum cost	Timeframe
3.3.1 A \$5,000 donation to AUSActive to go towards a Work Health and Safety on-demand course aimed at fitness professionals, businesses, students, and fitness industry suppliers. AUSActive's on-demand course will be designed specifically for gym club managers, exercise professionals and club staff focusing on work health and safety (WHS) risks concerning employees, venue operations, and client safety. It will involve a series of short 6-20 minute videos, AUSActive will deliver insights strategies and best practice from industry experts who specialise in WHS within the exercise industry. The videos proposed to be created are as follows: Video 1: Introduction to Work Health and Safety in the Exercise Industry - This video provides an overview of the importance of WHS in the fitness industry, highlighting common risks faced by employees, the venue, and clients.	\$ 5,000	12 months from acceptance

<p>Video 2: Risk Management Strategies for Employee Safety - Explore specific strategies and protocols gym club managers can implement to ensure the safety of their employees, from equipment maintenance to emergency preparedness.</p> <p>Video 3: Mental Health Considerations in Exercise Settings - Delve into the intersection of mental health and physical activity within gym club environments, with guidance on promoting mental well-being among both staff and clients.</p> <p>Video 4: Client Safety and Risk Mitigation - Learn about strategies for mitigating risks and ensuring the safety of clients within gym clubs, including proper equipment usage and facility layout considerations.</p> <p>Video 5: Implementing Effective WHS Policies and Procedures - Gain insights into developing and implementing robust WHS policies and procedures tailored to the unique needs of gym club settings, emphasizing clear communication, staff training, and ongoing evaluation.</p> <p>Video 6: Emergency Preparedness and Response - Explore best practices for developing emergency response plans and training staff to handle various emergencies effectively, ensuring the safety and well-being of everyone in the gym</p>		
---	--	--

club.

Video 7: Injury Prevention and Rehabilitation - Learn about proactive measures to prevent injuries among both employees and clients, as well as strategies for facilitating rehabilitation and recovery in the event of an injury.

Possible experts for content creation are as follows:

Dr. Betul Sekendiz: A leading authority in risk management and legal liability issues in the health and fitness industry.

Christie Boucher is the Risk Services Manager at Guild Insurance. Christie has over 20 years' experience as an educator having started her career as a secondary school health and physical education teacher. For about 15 years Christie's career has been focused on developing risk management education resources and programs for various professionals. Christie has a keen interest in the role education can play in managing risk by raising awareness and changing behaviour.

Dr. Elisabeth Wilson-Evered: An expert in mental health, physical activity, and sport leadership, with extensive experience in consulting and research across various industries.

Other potential experts could include professionals with backgrounds in occupational health and safety, fitness facility management, legal

	<p>expertise in liability issues, emergency response training, and sports medicine.</p> <p>Conclusion: Prioritising work health and safety is essential for fostering a positive and thriving fitness community. By incorporating insights from industry experts, gym club managers can proactively identify and address risks, ultimately creating a safer and more enjoyable experience for employees and clients alike.</p> <p>The AUSactive community is a community of fitness professionals consisting of 2500 Businesses, 15,000 Exercise Professionals, 4500 Students, as well as 100's of industry suppliers</p>		
3.3.2	<p>An advertisement shall be placed in the AUSActive publication 'Reactivate' promoting work health and safety within the fitness industry. This advertisement will include information about how work-related injuries can occur in the most unusual circumstances and be directed also at dispelling the myth that people in the fitness injury do not need to concern themselves with work safety because they are fit. The 'Reactivate' publication members of AUSActive and beyond and therefore it is expected that this will have industry wide reach (after what is hoped will be follow on communication about it). The Reactivate publication had 12,546 unique views and</p>	\$ 2,000	3 months from acceptance

	50,766 page views and is a publication targeted at the fitness industry within Australia. A copy of this advertisement will be provided to SafeWork SA after it has been published		
3.3.3	Enter proposed activity	\$ Enter minimum cost	Enter number months from acceptance
Total minimum cost of benefits for industry		\$ 7,000	

### 3.4 Activities to be undertaken to promote the objects of the *Work Health and Safety Act 2012* (SA) that will deliver benefits for community

Activities	Minimum cost	Timeframe
3.4.1 Neil Sachse Centre For Spinal Cord Injury Research A donation to further research on spinal cord injuries in South Australia	\$11,000	1 months from acceptance
3.4.2 NextSense* (Royal Institute for Deaf and Blind Children ABN 53 443 272 865) A donation to help enhance the lives of people with hearing loss	\$11,000	1 months from acceptance
3.4.3 Enter proposed activity	Enter minimum cost	Enter number months from acceptance
Total minimum cost of benefits for the community		\$ 22,000

### 3.5 Agreement to pay the regulator's costs

3.5.1 Agreement is given to paying the regulator's costs associated with this undertaking, as itemised below, and it is acknowledged that payment is due 30 days after receipt of the regulator's invoice:

Recoverable costs	Amount
Investigation, legal & administrative costs associated with the alleged contravention & proposed undertaking	\$ 765.00
Compliance monitoring costs	\$ 4,080.00

Publication costs	\$ 0
Total Amount	\$ 4,845.00

### 3.6 Minimum spend

3.6.1 We acknowledge the minimum spend for this undertaking will comprise of the total amounts from terms 3.2–3.5 as follows:

Estimated total value of	Minimum spend
Benefits to workers/others	\$ 5,200
Benefits to industry	\$ 7,000
Benefits to community	\$ 22,000
Regulator costs	\$ 4,845
Estimated total minimum spend for the undertaking	\$ 39,045

3.6.2 We agree to spend any residual amount arising from the total minimum spend value not being met. Agreement on how to spend this residual will be sought from the regulator.

### 3.7 A commitment to establish and maintain (or maintain if a system already exists) a work, health and safety management system (WHSMS)

We commit to the maintenance of a work, health and safety management system (WHSMS).

### 3.8 A commitment to ensure the WHSMS is audited by third party auditors

We commit to ensuring the WHSMS system is audited by a third party, namely SafetySA.

Details of the auditor's qualifications against the stated requirements will be provided with audit reports submitted to the regulator.

### 3.9 A commitment to provide a copy of each finalised WHSMS audit report to the regulator

3.9.1 We commit to providing a copy of each finalised WHSMS audit report to the Regulator.

3.9.2 It is acknowledged that audit reports received from the auditor will be sent to the regulator within 30 days of the audit along with a letter certifying that the report has not been altered from the copy provided to the person by the auditor.



- 3.9.3 It is acknowledged that within 30 days of receipt of the auditor's written report, the regulator will be advised of the intended action in addressing each of the report's recommendations.
  - 3.9.4 We will undertake to have an audit conducted every two years, with any recommendations made by the auditor to be implemented within 30 days of receipt of recommendations.
- 3.10 A commitment to implement the recommendations from these audits (unless otherwise negotiated with the regulator)
- 3.10.1 The recommendations resulting from the WHSMS audit will be fully implemented within six months of receiving the audit report, unless the regulator offers a variation of the undertaking due to the actions being unreasonable.

## SECTION 4: OFFER OF UNDERTAKING

EITHER

I offer this undertaking and commit to the terms herein.

Signed



\_\_\_\_\_  
[Person]

Richard Mills

\_\_\_\_\_  
[Print name]

Dated at

Tuesday this 26<sup>th</sup> day of March 2024

OR

As a duly authorised person of Filme Pty Ltd I offer this undertaking and commit Filme Pty Ltd to the terms herein.

Signed



\_\_\_\_\_  
[Duly Authorised Person]

Richard Mills

\_\_\_\_\_  
[Print name]

Director

\_\_\_\_\_  
[Position]

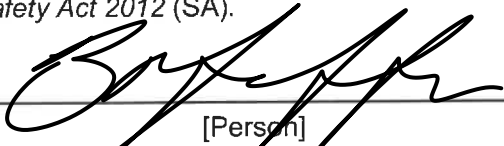
Dated at

Tuesday this 26<sup>th</sup> day of March 2024

## SECTION 5: ACCEPTANCE OF UNDERTAKING

I accept this undertaking as an enforceable undertaking under section 216 of the *Work Health and Safety Act 2012 (SA)*.

Signed:

  
\_\_\_\_\_

[Person]

Brett Pfeffer


\_\_\_\_\_  
[Print name]

Director, Compliance and Enforcement

\_\_\_\_\_  
[Position]

Dated at Keswick this 26 day of March 2024

---

 1300 365 255

 [help.safework@sa.gov.au](mailto:help.safework@sa.gov.au)

 [safework.sa.gov.au](http://safework.sa.gov.au)

 @safeworksa

 safeworksa



**Government of South Australia**  
SafeWork SA