

Are they fit to join?

A guide to health club membership terms



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It's a busy and stressful world and many of us relax and get fit by joining a gym or health club. But stop and think before you sign on the dotted line.

Remember – the membership form that you sign is a *legally binding document* and its effects will last long after you have worn in those new trainers.

The Office, trading standards departments and other regulators enforce the Unfair Terms in Consumer Contracts Regulations 1999. Under these Regulations, terms in standard consumer contracts like the ones in health club membership forms must not be unfairly weighted against consumers.

This leaflet is designed to help you to spot unfairness, whether you are simply thinking of signing up to an agreement or if you have concerns about a current membership. You should bear in mind that an unfair standard term cannot be enforced against you. However, only a court can decide what is or isn't unfair under the legislation and certain kinds of terms or contracts are excluded from the legislation.

If you need further advice on this please contact your local authority trading standards department. Please note that the Office cannot assist you in your private disputes with health clubs, but can take action to stop them using or enforcing unfair terms generally.

WHAT TO WATCH OUT FOR

I don't understand the form

Agreements should be clear. You should not need legal advice to understand what is contained in them. Take time to read the contract through so that you understand what the club expects of you and what you can expect of them. If you do not understand any words or the meaning of the term is unclear, ask for an explanation before signing.



They say they are not liable

These are terms or notices (e.g. on walls or noticeboards) that say that the club is not responsible for death/personal injury, or for loss or

damage to your property. By law, the club cannot limit or exclude responsibility for death or personal injury caused by its own negligence. It may also be unfair to do this where the death or personal injury is caused by the club in other ways. As for such limits or exclusions for loss or damage to your property, these too may be unfair where the club causes this.



How long am I committed for?

The agreement you have signed may commit you to remaining a member and therefore having to pay for a minimum amount of time, for example 1 year. If this is the case, you may not be able to cancel and then stop paying (if you pay in installments) or get your money back (if you pay in advance). So think before you sign up. Check



what the agreement says about this. If you are being told something different by the club staff, then try and get it in writing in the agreement in case there is a dispute about this later. Remember, if the club does not do what it promises under the agreement, you may be able to cancel and not lose money. This applies where the broken promise is a significant one – so do take advice if you think this might have happened.

Do I have to give notice to cancel?

Some contracts require you to give notice of cancellation, for example, one clear month. Make sure you know what the notice requirements are, so that you can weigh up the agreement and decide whether it suits you, as you will usually be required to pay during the notice period.



The club says my membership has been renewed automatically

Beware of terms that automatically extend any initial membership period without your actual/specific consent, which require you to give this consent too far ahead, or give you a very small amount of time to do so. These may also be unfair under the legislation.

Have I taken out a loan?

Some clubs collect subscriptions through finance companies or consumer credit agreements. Make sure that you understand what you are agreeing to, if you enter into any form of agreement to pay over a period of time. If you are not happy with these terms **do not sign**. Remember, if you do enter into a finance agreement then decide to stop being a member

of a club, you might find yourself “locked into” the credit agreement.



Remember also that the club's obligations to you under the membership agreement are not affected by the way in which you are paying. However, if you are paying using a credit agreement, take advice before you stop paying, as you might be in breach of that agreement if you do.



They have shut down the crèche

You are entitled to receive a service that in all-important respects is the one that you signed up to. So any term that allows the club to significantly change the service it provides – for example by greatly reducing opening hours or taking away any of the services it offers – may be unfair. So check the contract for terms that could be used to put you at a disadvantage after you have joined.

And finally...

Take the opportunity to speak to existing members and find out if they are satisfied with the service the club provides. Be aware of unfair terms such as those set out above and satisfy yourself that the agreement meets your requirements. Ask questions, and get your answers before signing up and parting with money. That way you'll be more likely to not only get fit but also get a fair deal!