

Health and fitness club	Summary of changes to terms and conditions, associated documents and sales process	Undertakings (PDF)
Bannatyne Fitness Limited	<ul style="list-style-type: none"> <li>• Extended provision for cancellation during the minimum term in the following circumstances: <ul style="list-style-type: none"> <li>○ illness or injury which would preclude the consumer from using the gym for two months or more, and</li> <li>○ loss of employment (redundancy or otherwise).</li> </ul> </li> <li>• Bannatyne’s contract also provides for consumer cancellation during the minimum term when the company makes material changes or variations to the membership.</li> <li>• The notice period to cancel a contract with a 12-month minimum term has been reduced from three months to one-month before and after the expiry of the minimum term.</li> <li>• Bannatyne’s has: <ul style="list-style-type: none"> <li>○ clarified that it does not roll over minimum term contracts;</li> <li>○ improved its contract terms to clarify that the contract continues on a month by month basis after the expiry of the minimum term</li> <li>○ committed to explaining this in the sales process.</li> </ul> </li> <li>• Bannatyne’s has committed to review its standard debt collection letters and not to use ones that the OFT considers misleading.</li> </ul>	<a href="#">Bannatyne Fitness Limited. undertakings</a> (72kb)
David Lloyd Leisure Limited.	<ul style="list-style-type: none"> <li>• Extended provision for cancellation during the minimum term where the consumer is: <ul style="list-style-type: none"> <li>○ suffering from a medical condition</li> <li>○ made redundant or declared insolvent</li> <li>○ relocates 10 miles from a club</li> <li>○ or, for any other reason where the consumer can show his circumstances have changed which makes attendance at the gym or continued membership unreasonable.</li> </ul> </li> <li>• David Lloyd's contract also provides that</li> </ul>	<a href="#">David Lloyd Leisure Limited. undertakings</a> (164kb)

	<p>consumers in the minimum term can cancel due to significant changes at club or due to an increase in fees above a specified rate.</p> <ul style="list-style-type: none"> <li>• Extended provision for consumers to suspend their membership.</li> <li>• Revised membership description – ‘flexible membership’, which is an initial minimum term of three months and ‘standard membership’, which is an initial minimum term of 12 months, and improved clarity of associated notice periods: <ul style="list-style-type: none"> <li>○ ‘flexible membership’ can be cancelled with one month's notice and</li> <li>○ ‘standard membership’ can be cancelled with one month's notice to end at the expiry of the twelfth month, after which (outside of the minimum term) consumers are required to give three months' notice.</li> </ul> </li> <li>• David Lloyd has committed to explaining notice periods in the sales process and to notify consumers before the end of minimum term that the membership will continue and that they will be required to give three months' notice to cancel.</li> <li>• Introduced provision for consumers to switch between flexible and standard membership.</li> <li>• Introduced a cooling off period.</li> <li>• Introduced revised important points document to give consumers an overview of the key contract terms.</li> </ul>	
<p>Fitness First Clubs Limited</p>	<ul style="list-style-type: none"> <li>• Ceased offering contracts with a minimum term of over 12 months.</li> <li>• Extended provision for cancellation during the minimum term in circumstances which make continued use of the gym 'not possible'. Examples given are: injury; pregnancy; move of workplace or house; redundancy. Consumers are also able to freeze their membership contract.</li> <li>• Fitness First has:</li> </ul>	<p><a href="#">Fitness First Clubs Limited undertakings</a> (116kb)</p>

	<ul style="list-style-type: none"><li>○ clarified that it does not roll over minimum term contracts</li><li>○ improved its contract terms to clarify that the contract continues on a month by month basis after the expiry of the minimum term</li><li>○ committed to explain this in the sales process.</li><li>● Introduced a 'product presenter' to give prospective members an overview of key contract terms.</li><li>● Improved clarity that Fitness First will not claim the outstanding balance and will offer pro-rata refunds where the company cancels the membership for serious breaches by the consumer.</li><li>● Improved clarity regarding the secondary payment mechanism - term revised to make it clear when this will be used and Fitness First has committed not to use where there is a legitimate dispute.</li><li>● Removed the exclusion for liability caused by its personal trainers.</li></ul>	
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