Health and fitness club	Summary of changes to terms and conditions, associated documents and sales process	Undertakings (PDF)
Dave Whelan Sports Ltd	• Extended provision for cancellation in the minimum term where the consumer: o suffers a genuine and serious illness or injury which would preclude the consumer from using the gym for at least two months, o is made redundant or loses their job, o moves house or relocation of principal place of employment more than 10 miles from a DWS club that they are entitled to use. • Extended provision for cancellation in the minimum term due to significant reduction in opening hours or facilities at the consumer's local DWS club. • Improved clarity of the duration of the membership and associated cancellation provisions. References to 'annual membership' removed. • Improved clarity that the membership continues after the minimum term on a month-by-month basis unless notice to cancel is given for direct debit members and that pre-paid membership will come to an end unless renewed with the member's consent. • Commitment to explaining the membership duration in sales literature and in the sign-up process. • Contract term removed that permitted the gym to terminate in the event of unspecified breaches by a consumer.	Dave Whelan Sports Ltd undertakings

	New term inserted giving DWS provision to cancel the membership should the consumer: o harass, threaten or abuse DWS staff or members of DWS, o maliciously damage DWS property, o commit any illegal act whilst on DWS facilities. • Contract term that permitted the gym to retain sums paid by consumers where they attempted to cancel a pre-paid contract early revised to provide for reimbursement of membership fees paid in advance on a pro-rata basis (subject to a £25 admin fee and the six-month minimum term).	
LA Leisure Ltd (t/a LA Fitness)	• Contractual provision for cancellation in the minimum term where the consumer: o has lost their job due to redundancy, contract loss or is suffering severe financial hardship; o has sustained an injury, a long term illness, or becomes pregnant; o moves away and there is no LA Fitness gym within a reasonable distance (10 miles) from their home or workplace. • Extended provision for cancellation in the minimum term in the event of material changes. • Ceased using 24-month minimum term contracts. • Will continue to use 18-month minimum term contracts. (In the OFT's view minimum term contracts that exceed 12-months have the potential for unfairness under the UTCCRs in the health and fitness sector. LA Fitness has introduced	LA Leisure Ltd undertakings

	provision for consumers signed up to an 18-month minimum term to terminate their contract after 12 months by payment of an exit fee. The OFT has considered this continued use of a minimum term of longer than 12 months in the light of all of LA Fitness' business practices, including the number of members on each minimum membership term it offers, the proposed exit fee, and other data. The OFT has decided, having carefully considered all the circumstances surrounding the use of this term, to reserve its position and will continue to monitor this issue.) • LA Fitness has: o clarified that it does not roll minimum terms from one year to the next, o improved clarity that the contract continues on a month by month basis after the expiry of the minimum term, o committed to explain this in the sales process. • Contract term that permitted the gym to terminate in the event of minor breaches by a consumer revised to give LA Fitness provision to cancel the membership for: o late payment not rectified within 28 days following written notice, o material breach of gym etiquette or conduct (such as abuse of staff or equipment). • Contract terms which limited LA Fitness's liability for loss or damage caused to the consumer revised so that consumers can recover any	

	appropriate loss for loss or damage caused by LA Fitness' negligent act or omission • Contract term that permitted the gym to debit a consumer's alternative method of payment removed. LA Fitness confirmed that the term had not been used or relied upon. Ceased using purported Consumer Credit Act agreements and other references to 'credit' removed from contract terms. • LA Fitness committed to review the standard correspondence it and its agents use for communicating with consumers with membership arrears.	
Harlands Group Ltd (and associates)	• Extended provision for cancellation during the minimum term where the consumer: o relocates 15 miles from a club, o suffers from an illness, injury or medical condition which prevents exercise for three months, o is made redundant or loses their livelihood, o becomes pregnant. • Extended provision for cancellation in the minimum term where services or facilities are not provided or fall below the standard reasonably expected. • Extended provision for consumers to suspend their membership for temporary illness or injury and improved clarity of the implications of a membership 'freeze' on the minimum term. • Ceased using and recommending minimum terms of over 12 months. Existing contracts will be not enforced	Harlands Group Ltd undertakings

	for any longer than 12 months • Improved contract terms to clarify the contract continues on a month by month basis after the expiry of the minimum term • Harlands will contractually require its clients to explain key membership features as part of the sales process. • Contract term that allowed Harlands to terminate the contract in the event of minor breaches by the consumer revised to include examples of the types of consumer behaviour that Harlands considers unacceptable (that is, criminal activities on the facilities) which would result in membership termination • 'Fixed-sum Loan Agreement' revised to comply with CCA requirements • Suite of standard debt collection correspondence and staff training materials used to communicate with consumers in arrears revised in line with the standards published in OFT guidance, for example the Debt Collection Guidance, the Irresponsible Lending Guidance and the CSA/DBSG guidance on standard letters.	