

## Auto subscription of Membership: Unfair to Consumers

Written by Administrator

Friday, 11 September 2009 10:48 -

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◆ <p align="center"></p><p align="justify">This compliant is to express my dissatisfaction with the delivery of service awarded me from Celebrity Fitness in the process of termination of my membership with Celebrity Fitness Gym as well as their response to my request that Celebrity Fitness refund the monthly fees of RM149 charged for the month of May, 2008.◆ I have listed in chronological order, the sequence of events that has occurred to give you some clarity on this situation.◆ I signed up with Celebrity Fitness on 23 April 2007 with a 12-month contract which allows a monthly billing amount of RM149.00. I was charged RM298 in 27 May 2007 and subsequently RM149 on a monthly basis.◆ </p><p align="justify">I decided to terminate my membership in March, a little more than 1-month before my 12-month contract expired. I walked into the One Utama Branch to express my intention and to find out the necessary procedure to affect this as I believed I needed to provide 1-month notice prior to termination of membership. I was serviced by one of the Celebrity Fitness customer service representatives, Hani.◆ I was informed that ◆◆ I did not have to complete any documentation to effect my cancellation ◆◆ Once the 12-month period was up (On April 2008) the contract would lapse automatically?◆ I would be charged for the last time in April 2008◆◆ I would have access for the usage of the gym until May 2008 (as I had paid for an additional month in April 2007 when I signed up) ◆◆ I was able to transfer my gym membership to someone else◆ </p><p align="justify">I have since received my credit card statement and was surprised to find I had been charged my monthly fees of RM149 on 27 May 2008.◆ On 18 June, I contacted Celebrity Fitness to enquire as to the reason why my credit card is still being charged the monthly payments. After some checking, I was informed that I remained a member until I complete a Membership Cancellation Form, and that the 12-month contract auto-rolls over if there is no instruction from the client. </p><p align="justify">I informed him that I had walked into the gym in March with the express purpose of canceling my gym membership and that I had been informed as itemized above and that I would like a refund of the monthly billing of RM149. </p><p align="justify">He was able to check my records and informed me that he had a record of my intent but the gym had not acted on my instruction as no form had been completed. Furthermore, I was informed that he was not authorized to affect a refund of the monthly fees but that I would be able to talk to his manager who would be able to assist me if I walked into Celebrity Fitness anytime before 10pm. I walked into the One Utama branch on 18 June 2008 at 9.00pm and explained my situation to the customer service officer at the counter, Nadya and highlighted that I would like a refund of the monthly fees. </p><p align="justify">Although Nadya was able to assist me with the necessary documentation to complete to affect the cancellation of my gym membership, I was again disappointed to find that the manager had left for the day and that she was not empowered to assist me with the refund request except to complete the necessary form. I went home that day and wrote a complaint letter via e-mail to their customer service e-mail address expressing my dissatisfaction with the level of service awarded me and with the misinformation I received on the procedure for my gym membership termination. This should be standard procedure for all staff especially front line customer service staff to know to ensure that the information relayed to the client is accurate.</p><p align="justify">I waited for a reply on my e-mail to no avail, so I took leave on 23 June 2008 and contacted Celebrity Fitness to ask what their solution to this complaint would be. When I spoke to the floor manager, Arel, I got the distinct impression that my complaint e-mail had not even been read by him 4 days after the fact. I personally walked into the One Utama Celebrity Fitness branch to talk with the floor manager, Arel with regards to this issue so that I could resolve this. </p><p align="justify">I am made to understand that

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Celebrity Fitness practices a 'NO REFUND' policy. However, in light of the chronology of events that had taken place I asked for an exception handling of my case. I also relayed to Arel when we met that I was not interested in 'Free access' to the gym in lieu of the refund as the reason I am discontinuing my membership is because I can not make the time in my schedule to come to the gym regularly. </p><p align="justify">I received a call from Celebrity Fitness Operations Manager, Siti Dewi, on 6 June 2008 informing me that my refund request had been rejected as I had not put in the cancellation documentation on my first visit to the gym back in March. She sited that Celebrity Fitness was unable to provide the refund as it was not common practice, there was no written documentation (at which point I highlighted that I had already explained this situation in my mail, and am told that it is my word against the staff's) and that it went against company policy. Furthermore, she informed me that I am able to get 1-month free access to the gym AND if I was unable to make use of this access, I could transfer the access right to a friend. </p><p align="justify">At this point I am most irate with this situation. I have stated time and time again that I have chosen to cancel my gym membership because I cannot make the time in my busy schedule to go to the gym regularly. What good is offering me one month free access to the gym? I cannot make use of this offer. Furthermore, I am UNHAPPY with the service that Celebrity Fitness has provided to me and WILL NOT refer this gym to anyone that I know. </p><p align="justify">Please advise if I have any grounds on consumer rights to demand my refund from this organization. However, if nothing else, I would like this complaint published to ensure that no other unsuspecting consumers undergo the same unpleasant experience that I myself have had to endure.</p><p align="justify"> </p>