While it is cool to have membership at the fitness centre, many do not realise the implication that may derive from the membership. When there is a lack of understanding as to the obligations of the members toward the centre, it would then give rise to a dispute between the parties. Before customers obtain the membership, they will be furnished with a contract upon the application. The contract shall expressly states all the terms and conditions that should be abided by the parties.

The most common misunderstanding that fitness centre&#65533;s members have is that they do not have to pay if the facilities at the centre were not utilised. In other words, they have a thought that they are not obliged to make any payment if they never go to the centre. When the reminder comes knocking at the door, the members would then start to panic on what they should do next do avoid any legal action from being taken against them. The National Consumer Complaints Centre (NCCC) received 482 complaints against fitness centres alone and the above is one of the common complaints received

Consumers at large should know that contract should not be taken lightly irrespective of its function and purpose. The contract must be perused thoroughly in order to obtain a good understanding as to the underlying responsibilities and obligations brought by the contract itself. As long as members place their signature on the membership contract, they will be deemed to have agreed and understood all the terms and conditions in the contract. According to Contract Act 1950, the parties to the contract will be bound by all the terms and conditions contained therein.
Therefore, everyone should have a clear picture as to their intention when signing up for the membership. For those who are unable to frequently spend their time for work outs, it is advisable to not sign up for the membership because it would only entail a situation of less benefit with more liability. Whereas for the members who are having difficulties to go to the fitness centre and utilise the benefit after some periods, they are encouraged to request for a termination of the membership in order to stop any further obligation to make payment.

Normally the centres would not allow the members to terminate the membership. One of the ways for a successful termination is by selling the membership to a third party. The third party would then continue the obligation and enjoys the benefit. However, if the current membership holder fails to sell the membership to a third party, there is always a room for negotiation with the centres to terminate the contract. Whether cancellation fees will be imposed or not depends on the situation.

Nevertheless, fitness centres must be transparent with the consumers as well. As terms in the contract can be confusing to the layman, they must clearly explain to consumers regarding the contents of the contract. No misrepresentations or empty promises are allowed to be done to the consumers. Furthermore, members should not be prevented from terminating the contract as it can be considered as withholding the members&#65533; rights. Although the membership can be terminated by way of reselling it a third party, it can hardly be done in real situation. Fitness centres must starts to be more lenient towards the members.

Apart from the above, fitness centres were also said to have been soliciting prospective members through unethical approaches. They are constantly persuaded to sign up for the membership or supply their contacts to the fitness centres. Moreover, recovery against defaulted members also seemed to be peculiar. Some of the complaints lodged to the NCCC stated that recovery was only made after a long period of silent from the fitness centres side which caused the members to think that their request to terminate the contract was successful because they were no longer pursued for recovery during that period.

The Ministry of Domestic Trade Cooperatives and Consumerism must take some action against the fitness centres which found to have violated or infringed the rights of the consumers. Stern action must be taken in the cases of misrepresentations and unethical approach. The

contract must in all cases not to be prejudicial against one party.

The writer is a legal executive with the National Consumer Complaints Centre (NCCC) Source:FMT LETTER