



Lancaster, Brooks & Welch LLP

BARRISTERS AND SOLICITORS

Getting Fit With the Consumer Protection Act, 2002

By Yaroslav O. Diduch

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As the holiday season quickly approaches, many of us are wondering where the year went and wishing that we kept our resolutions to get fit and stay active. If your New Year's resolution included or will soon include becoming a member of a fitness club or similar facility, then there are a few things that you should know regarding your rights under the *Consumer Protection Act, 2002* (the "Act").

All agreements are subject to a 10 Day Cooling Off Period. This means that you can cancel a membership by providing written notice within 10 days after receiving the written agreement, or the day when services in the agreement become available, whichever is later.

All agreements are required to end after one year. Agreements can only be renewed if the club complies with certain requirements under the Act, such as:

- Providing you with a notice at least 30 days, but not more than 90 days before the agreement expires, that advises that the contract will be renewed.
- Not extending or renewing the agreement if you notify the club, before the time for renewal or extension, that you do not want to renew or extend.

Keep in mind that if you received a renewal notice and did not respond to it, the club has the right to renew your term and bill you under the renewed contract. However, if the club renews your membership without notice, you have the right to terminate the renewed agreement and demand the return of any money charged after your term ended.

As with any agreement subject to the Act, you have the right to cancel within one year if you can prove that the club has engaged in an unfair practice as outlined in Part III of the *Consumer Protection Act, 2002*.

Perhaps the most important piece of advice to keep in mind is to always read any contract thoroughly and understand it's terms. Feel free to ask questions. If paying by automatic withdrawal from your bank account or credit card, always be aware of when the term of your contract begins and ends and how much you are being charged. That way you can keep your fitness resolution without losing your resolve.

***The foregoing information is provided to you for information purposes only.
We caution you to obtain legal advice specific to your situation in all circumstances***

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