

HEALTH CLUBS

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Sec. 21a-224-1. Buyer's right to cancel a health club contract within three business days after receipt of said health club contract

(a) Every buyer of a health club contract may cancel said contract within three business days after the date of receipt of a copy of said contract by the buyer by mailing by certified or registered mail a written notice to the seller stating that the buyer does not wish to be bound by the health club contract.

(b) For the purpose of the definition of "business day" set forth in Connecticut General Statutes, Section 21a-216 (2), legal holidays shall be those days designated as such by Connecticut General Statutes, Section 1-4, as it may from time to time be amended.

(c) The three business day cancellation period for health club contracts shall not include the day on which the buyer received a copy of said contract.

(d) Cancellations pursuant to this section shall be without liability on the part of the buyer except for the fair market value of services actually received and the buyer shall be entitled to a refund of the entire consideration paid for the contract, if any, less the fair market value of the services or use of facilities already actually received.

(Effective July 27, 1984, formerly 19-341i-1.)

Sec. 21a-224-2. Cancellation of a health club contract when the buyer relocates further than twenty-five miles from the health club

(a) The health club contract of every buyer who relocates further than twenty-five miles from the health club facility operated by the seller or a substantially similar health club facility which would accept the seller's obligation under the contract may be cancelled at the election of the buyer.

(b) The phrase "twenty-five miles from the health club facility" shall be considered twenty-five travel miles by road, street or highway.

(c) The buyer who cancels his contract pursuant to subsection (a) of this section shall be relieved of any further obligation for payment under the contract not then due and owing at the time of the notice of cancellation. For the purpose of this subsection, the obligation under the contract then due and owing is the pro-rata portion of the contract price representing the period of time for which services were actually received.

(Effective July 27, 1984, formerly 19-341i-2.)

Sec. 21a-224-3. Cancellation of a health club contract when the buyer dies

(a) The health club contract of every buyer who dies shall be cancelled.

(b) The estate of the buyer whose contract was cancelled pursuant to subsection (a) of this section shall be relieved of any further obligation for payment under the contract not then due and owing. For the purpose of this subsection, the obligation under the contract then due and owing is the pro-rata portion of the contract price representing the period of time for which services were actually received.

(Effective July 27, 1984, formerly 19-341i-3.)

Sec. 21a-224-4. Buyer's right to cancel a health club contract when the buyer becomes disabled

(a) When a buyer of a health club contract becomes disabled during the membership term, the buyer shall have the option of (1) being relieved of liability for payment on that portion of the contract term for which he is disabled or (2) extending the duration of the original contract at no cost to the buyer for a period equal to the duration of the disability.

(b) "Disabled" or "disability" means a condition which has existed more than forty-five days which prevents a buyer from utilizing the health club to the same extent he utilized it before commencement of such condition.

(c)(1) If the buyer notified the health club that he has become disabled, the health club shall notify the buyer in writing within fifteen days of receipt by the health club of the buyer's notice of disability and any doctor's certificate which may be required by Connecticut General Statutes, Section 21a-217 that: (a) the health club will not require the buyer to submit to another physical examination; or (b) the health club requires the buyer to submit to another physical examination and that the buyer's obligations under the contract are suspended pending determination of disability. If the health club fails to send such written notice to the buyer within fifteen days, the health club shall be deemed to have accepted the disability.

(2) If the health club requires the buyer to submit to another physical examination, all obligations of the buyer for payment under the contract will be suspended as of the date the health club receives notice of disability. The buyer's obligation will not resume until such time as a determination is made either by consent of the buyer and the health club or through adjudicative proceedings, that disability does not exist.

(d) A buyer who is disabled may, at the buyer's option, extend the duration of the original contract at no cost to the buyer for a period equal to the duration of the disability, or remain

liable for partial payment on the contract as follows:

(1) A buyer who is disabled for a period of less than the full remaining term of the contract shall only be liable for a pro-rata portion of the contract price equal to the total number of weeks specified in the contract less the number of weeks of disability, the difference being divided by the total number of weeks specified in the contract and the result of that division being multiplied by the total contract price.

(2) A buyer who is disabled for the full remaining term of the contract shall only be liable for a pro-rata portion of the contract price equal to the number of complete weeks before the commencement of disability for which the services or facilities were made available to the buyer divided by the total number of weeks specified in the contract with the result being multiplied by the total contract price.

(3) If the reasonable probabilities are that the buyer will be disabled for the full remaining term of the contract, and the buyer has elected not to extend the duration of the contract as provided in this subsection, the health club shall cancel the buyer's contract at the time such a determination is made and notify the buyer in writing that the contract has been cancelled.

(4) Any money paid by the buyer which is in excess of the amount for which he is liable under the provisions of this section shall be refunded by the seller to the buyer.

(5) A health club which received notice of disability from a buyer shall provide such buyer with a written form which shall fully explain the buyer's option as set forth in this subsection. Such form shall provide on it a location where the buyer shall indicate in writing the option he has chosen. Such form shall be signed by the buyer and the health club.

(Effective July 27, 1984, formerly 19-341i-4.)

Sec. 21a-224-5. Refunds

Any refund to the buyer as a result of cancellation of the contract shall be delivered by the health club to the buyer within fifteen business days of receipt by the health club of the notice of cancellation.

(Effective July 27, 1984, formerly 19-341i-5.)

Sec. 21a-224-6. Printing of other contract prices

Each health club contract shall contain a listing of the lengths of all other health club contracts and their respective prices which are currently offered for sale.

(Effective July 27, 1984, formerly 19-341i-6.)

Sec. 21a-224-7. Posting of health club contract prices and buyer's rights of cancellation

(a) Each health club shall post in a conspicuous manner the prices of all health club contracts offered for sale in every place or places where health club contracts are entered into.

(b) Each health club shall post in a conspicuous manner the three day cancellation provisions, the death and other disability provisions and the twenty-five mile moving provision of all contracts in every place or places where health club contracts are entered into.

(Effective July 27, 1984, formerly 19-341i-7.)

Sec. 21a-224-8. Health club pre-opening sales permit and license

(a) Each health club shall obtain a license from the department of consumer protection pursuant to the provisions of Section 21a-223 of the General Statutes of Connecticut prior to the commencement of operations and/or the commencement of any pre-opening sale to the public of health club contracts.

(b) A health club which intends to conduct a sale to the public of health club contracts prior to being fully operative or established shall also obtain a pre-opening sales permit from the department of consumer protection pursuant to Section 21a-221 of the General Statutes of Connecticut.

(c) The bond required of an applicant for a pre-opening sales permit by Connecticut General Statutes, Section 21a-221 shall be for the use of the state and any person who may have a cause of action against the obligor of said bond for any malfeasance or misfeasance in the conduct of any pre-opening sale of health club service contracts. Said bond shall continue for the full period of the applicable statute of limitations concerning such conduct as aforesaid.

(Effective July 27, 1984, formerly 19-341i-8.)