



KNOW YOUR OWN STRENGTH

TERMS & CONDITIONS





**THESE RULES HAVE BEEN CREATED IN THE
INTERESTS OF ALL THE MEMBERS TO HELP THEM
ENJOY THE FACILITIES OFFERED BY THE CLUB IN A
HEALTHY AND SAFE ENVIRONMENT**

www.goldsgym.co.uk

1. Name

The name of the club is Gold's Gym Health and Fitness club ("the club").

2. Objects

The object of the Club is the promotion of physical fitness, well-being and the enjoyment in a sociable environment with the other advantages and facilities of a club.

3. Primary Concepts

- a) The club is owned by Vistastar Leisure PLC ("the proprietor")
- b) The club Head Office is Sheepecote Road, Harrow, Middlesex, HA1 2JN
- c) The proprietor is responsible for providing the Club premises and all necessary facilities for carrying on the Club in accordance with these objects and rules.

4. Management

The General Management of the affairs of the club in all matters is under the entire control of, and is conducted by, the proprietor or the appointed representative of the proprietor.

5. Membership

Standard membership of the club shall consist of:

- (i) Individual Membership (age 18+)
- (ii) Child Membership (where applicable)
- (iii) Annual Membership Available to all membership types. Please note that where a payment is made annually by monthly direct debit payments, the total amount payable exceeds the advance annual payment. This difference represents a finance charge. Fee paid in advance is non-refundable. Any free month/s provided as part of any promotion do not count towards minimum direct debits term of the membership. Any free months provided as part of an annual membership promotion do not have any monetary value. Discounted memberships include (Current Prices – subject to change):
 - (i) Corporate Membership (where applicable)
 - (ii) £29.99 Harrow, Dagenham & Hounslow, £32.99 Hanwell
 - (iii) Any such other categories of membership as the proprietor may decide.
 - (iv) Any other category not listed under standard membership. Discounted memberships cannot be transferred from person to person. Members who transfer from one club to another will pay the monthly membership fee applicable to the branch. (Transfer fee may be applicable). Every candidate for a Full Membership MUST BE 18 years of age or over.

- a) Individual Membership Age 18 years and above.
- b) Corporate Membership Only available to employees of companies with whom we have a corporate agreement (terms and conditions of the corporate contract will apply)
- c) Child Membership available to the child or adopted child of an individual, corporate up to the age of fifteen. On all visits to the club a child member is the responsibility of and must be accompanied by an adult member at all times (time and area restrictions apply). Please check with each individual club as membership categories may differ. The Company reserve the right to advertise the category of memberships at any given club.

6. Application for Membership

- a) Applications for membership must be on the forms provided for that purpose and must be signed by the applicant(s) for membership. Candidates may be subject to an interview at the discretion of the proprietor or may be put on a waiting list.
- b) New applicant needs to provide proof of ID and address at the time of membership application.

Accepted proof of photographic ID

Passport

Driving Licence

National Identity Card

Accepted Proof of Address

Council Tax bill

Utility bill – gas, electric, landline phone and internet

Letter from HMRC or DWP

Application of membership online, if you had a previous membership at any of the clubs, prior to taking out the membership online, you must call the club and check that you do not have a previous outstanding balance. If there is an outstanding balance then this needs to be cleared before you can apply for the membership online. If you do not do this and apply online, where there was an outstanding balance, any payment made online would be allocated to the outstanding balance. The joining fee and pro rata would need to be made additionally to the online payment including any other balance due if the outstanding balance was greater than the amount paid online. Payment of or towards an outstanding balance will not be refunded. Proof of ID and address as per 6 (b) must be provided when you access the club on your first visit.

- c) Acceptance of members is at the sole discretion of the proprietor who need not give reasons for refusing an applicant for membership.
- d) When an applicant has paid their joining fee(s) he or she is a member of the club and is entitled to all the privileges of membership and shall be bound by these rules. Joining fees are non-refundable.
- e) Each member of the club will be issued with a membership card which shall remain the property of the proprietor and which in so far as practicable a member should carry at all times whilst on the club premises. If requested to do so by an authorized official of the club, a member shall produce their membership card.
- f) The club will levy an administration charge for the issue to a member of a replacement card whether it has been lost, stolen, misplaced or for any other reason. The current such charge is £5.00 but may vary from time to time at the discretion of the club. Upon termination of the membership, the membership card must on demand be returned to the proprietor. (non refundable)
- g) On written application a membership may be transferred to another person or persons. A transfer fee will apply, should the applicant be successful. Membership cancellation within minimum term of the contract will only be considered as per term 10b subject to proof of circumstance and 30 days' written notice from next direct debit due date (1 full payment) once proof is accepted.
- h) Members cannot cancel their membership unless they have completed the minimum term set on the front of the application form or by paying the remaining term in full.
- i) All new members are entitled to a 14-day money back guarantee less the joining fee. The 14 days cooling off period starts from and includes the date the membership was taken out and not the starting date of the membership. During this time new member may choose to cancel their membership, where on receipt of written notice within the 14-day period, a full refund will be given less the joining fee. All refunds will be processed at Head Office and be refunded within 30 days. All cancellations must be in writing with proof of cancellation.
- j) When joining two forms of identification are required from the person paying the Direct Debit.

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7. Membership fees and tariffs

- a) Upon registration as a member, a joining fee is payable to the proprietor which shall under no circumstances be refundable. If a member ceases (for whatever reason) to be a member and then rejoins he or she shall be liable to pay the prevailing joining fee upon rejoining. The proprietor reserves the right to alter such charges from time to time.
- b) Each member of the club shall in addition to the joining fee pay a subscription fee, which shall be due, and payable on the 1st/15th (variable) of every month by direct debit only. (Or on a yearly basis if the annual subscription has been paid for in advance). A £10.00 fee will be applied to the account for unsuccessful collections for direct debits.
- c) The amount of joining and subscription fees shall be at the absolute discretion of the proprietor and may vary from time to time. Notice will be given to the proprietor of any such variations. Joining and subscription fees are not refundable in any circumstances. Annual fees are also non-refundable after the 14 day cooling off period.

The proprietor reserves the right to:

- (i) Charge different fees for different categories of memberships.
- (ii) Vary the fee payable in respect of each category of membership according to method of payment.
- d) In the event of the failure of payment of a direct debit by a member, the proprietor reserves the right to levy a charge. This charge may vary from time to time at the discretion of the proprietor. The current such charge is £10.00 per unpaid Direct Debit.
- e) Tariff charges are payable in respect of the use of certain facilities at the club by members. Details of such tariffs will be displayed on notice boards at the club. The proprietor reserves the right to alter such charges from time to time. The member will be given 14 days written notice for any such changes to tariffs.
- f) Annual memberships are subject to renewal by the member once expired. Any renewal of membership by an annual payer will be in line with the tariffs of the Club at the time of renewal. If membership is cancelled by the club, a ban will be placed on the account and the ex member will not be able to rejoin any Gold's Gym clubs in the future.

8. Visitors and Guests

- a) Any member of the club over the age of 18 years may bring a guest to the club. All guests must:
 - (i) Complete a guest disclaimer form and be accompanied at all times by the member (apart from the changing room if the guest is of the opposite sex). who has brought them to the club and shall be responsible for their conduct and behaviour.
 - (ii) The same guest may not visit the club, other than as a social guest, more than six times in any year ending on 31st December. A social guest may only use the restaurant and bar facilities at the club. A member is permitted a maximum of two guests (including social guests) at any one time.. A social guest fee charge may apply.
 - (iii) Non members can only use special free guest passes issued by the Club to the member if they are accompanied by the member of the club.
- b) The proprietor reserves the right to charge each guest a guest fee for entry to the club in addition to the normal tariffs payable for the use of the club's facilities.
- c) The club Rules and Bylaws apply equally to their members and guests. Members have a duty to ensure that each of their guests is aware of the club rules and bylaws and should draw particular attention to the rules and bylaws affecting matters of health and safety and the use of equipment.
- d) The following may not be admitted as guests:
 - (i) Former members who have been expelled
 - (ii) Persons who having applied for membership have been rejected.
 - (iii) Members under suspension; and / or
 - (iv) Such other persons as the proprietor may decide from time to time.

- e) Adult guests aged 18 years and above are able to use the facilities for one day visit subject to applicable guest fee/pass. Multiple re entries to the Club by the guest on the same day are not permitted. Guests aged between 16- 17 years old are able to use the swimming pool, sauna, steam and jacuzzi if available during their visit for one day, subject to appropriate fee/pass
- f) Child guests aged below 15 years are able to use the swimming pool only during kids swim times only subject to applicable guest fee/pass. All children under 15 years old who enter the Club as a guest must be accompanied by an adult member at all times. Maximum of 2 children under 16 years per adult guest in the swimming pool.
- g) Guests are able to use the facilities that are available for use on their visit. There will be no refund or free guest pass extension if certain facilities are not available at the time of visit as per term 15 (b)

9. Rules and Bylaws

- a) The proprietor may from time to time vary and revoke rules and bylaws for the regulation of the affairs of the club and shall provide notice of the same on a notice board at the club or on website.
- b) Until revoked these rules and the bylaws are binding on the members.

10. Termination of Membership

- a) After the minimum term of the membership has been completed, the membership payments (excludes annual membership) will continue to be automatically debited on a monthly basis from your account. The membership will continue to run on a monthly basis unless 30 days written notification from next direct debit due date (1 full payment) is received. Any membership that has been terminated will:
 - (i) Not be entitled to any refund of his or her subscription of joining fee or annual payment after the 14 day cooling off period..
 - (ii) Be liable to pay forthwith such part of the subscription fee that would have been payable (but has not been paid) had the membership continued until the next renewal date.
 - (iii) If a membership is cancelled within the minimum term, the member shall be liable for the entire remaining balance to be paid in full.
 - (iv) No refund will be issued if the member/s cannot provide proof of postage from the post office for a posted letter (sent to correct address), receipt from Club for hand delivered letter to Club, proof of email (sent to correct email address)/proof of fax, copy of cancellation form if cancellation was done at the club which has been signed and dated by a staff member. No verbal cancellations are accepted over the telephone or at the club.
- b) Cancellations within the contractual period will only be accepted if any of the criteria below is met:-
 - (i) Long Term (Over 3 months) injury or sickness : The agreement can be cancelled in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer upon appropriate proof being provided. The written proof must clearly state that the member cannot exercise for more than 3 months or longer otherwise proof will be rejected. Appointment letters, referrals letters, hospital admission/discharge letters will not be accepted under long term injury or sickness. If you fail to disclose a medical condition (s) on your medical questionnaire when joining that you then rely upon to cancel your membership under the clause of cancellation within minimum term due to medical reasons, then this clause will not apply, and the balance of the contract would be due
 - (ii) Relocation: The agreement can be cancelled in the event that your new permanent address is more than 15 miles away (Excludes University Accommodation) from any of our branches upon receipt of a copy utility bill dated within the last 3 months showing the new address (UK addresses only). Relocation will only be accepted after 3 months of joining. Members who join whilst on Visa's that expire within the minimum term set on the contract will not be accepted under relocation. Member who has relocated within 15 miles of another one of our clubs will need to transfer their membership to the nearest club to their new address and cancellation with the minimum term set on the contract will not be accepted under relocation. Tenancy agreements or bank statements will not be accepted as proof of relocation.

- (iii) Redundancy: The agreement can be cancelled upon appropriate proof of redundancy from your employer or other loss of livelihood. Intentional unemployment (resignation), members who join and their employment contract expires within the minimum term set on the contract or P45 will not be accepted under redundancy.
 - (iv) Pregnancy: The agreement can be cancelled upon appropriate written proof being given.
 - (v) Ceases to pay monthly by variable direct debit will be sent one written notice by the proprietor requesting payment, and if 14 days after such notice the outstanding subscription fee has not been paid, the membership may be cancelled at the discretion of the proprietor and the remainder of the subscription due for the period from such cancellation until date shall be forthwith due and payable. In all cases above, 30 days' notice from your next direct (1 full Payment) will be required. Cancellations will be accepted and processed if the account is free from arrears and once the relevant documents have been received and confirmed by us. Cancellation and notice will not be taken from when contact was made with the club to cancel within minimum contract period when no documentation or correct documentation has not been provided. The membership will continue to run until the documentation/ correct documentation is received and the notice period will be taken from the date that this has been received.
- c) **The proprietor reserves the right to refuse admission and/or suspend and/or expel any member with or without investigation forthwith if:**
- (i) In the opinion of the proprietor that the member is persistently in breach of the Rules and/or Bylaws.
 - (ii) The conduct of such member might in the opinion of the proprietor be injurious to the character or the interests of the club or render such member unfit to associate with members of the club and/or staff.
 - (iii) Member is rude, verbally abusive (including shouting), using offensive language, being aggressive, intimidating, making threats or physically abusive to an employee(s) or member(s).
 - (iv) Member breaches health and safety protocols implemented by the club.
 - (v) Member who instigates/influences other member (s) into inappropriate actions against employee(s), member(s) or club rules and operations.
 - (vi) Member uses mobile phone or any other device to take photographs or videos in any of our facilities without authorisation.
 - (vii) Member has malicious disregard for equipment and property. Member will be liable for wilful negligent or deliberate damage to property/equipment and will be required to pay for any damages or replacement costs.
 - (viii) Member uses discriminatory speech or conduct.
 - (ix) Member disregards our facilities usage protocols or unhygienic practices.
 - (x) Member uses email or social media inappropriately with regards to staff or the club this can include but limited to being rude, making false claims or accusations, bullying or harassment.
 - (xi) Repeated breach of our terms and conditions.
- d) A member expelled forfeits all the privileges of membership without claim for any refund of subscription or annual fee.
- e) The proprietor has the right and absolute discretion to terminate the membership of any member on notice of their renewal or before without giving any refund. Members cancelling their membership within minimum terms may have a ban placed on their account which will prevent them from rejoining any of our clubs in the future. Members whose membership has been cancelled by the club will have a ban placed on their account where they will not be permitted to rejoin any of our clubs in the future.

11. Suspension/Upgrade Of Membership

- a) Any Member wishing to suspend his or her Membership may do so for a minimum period of one month and a maximum of 3 months, with a maximum of 2 suspensions per year. Suspension year is January to December.
- b) All suspensions must be made in writing and will require an administration fee (currently £25.00) to be paid prior to the period of suspension and a period of 30 days notice from the next Direct Debit payment. If you do not reactivate your membership within 3 months your membership will automatically be reactivated.

- c) When returning from suspension your subscription will be in line with current tariffs being charged.
- d) Any Member wishing to upgrade their membership shall pay the difference in the current monthly fee. Thirty days' notice period from the next Direct Debit payment is required.
- e) Annual members do not need to give 30 days' notice from next direct debit due date to suspend. The suspended period will be added to the end of the annual membership.
- f) If you suspend your membership within your minimum term monthly direct debit contract these suspended months are not included in this term and the suspended months will need to be completed before you can provide notice to cancel.
- g) Membership with an outstanding payment balance will not be suspended unless the outstanding balance is cleared at the time of the suspension request.

12. Interpretation

- a) In these Rules and Bylaws referred to therein the headings are for ease of reference only and shall not be taken into account in their interpretation.
- b) In any provision within these Rules and the Bylaws referred to therein be declared illegal or otherwise unenforceable the remaining provisions shall remain in corporate force and effect.
- c) In these Rules and the Bylaws referred to therein words importing one gender include all other genders and words importing the singular include the plural and vice versa.

13. Disputes

Any dispute or difference, which may arise with regard so the interpretation of these Rules and the Bylaws referred to therein, shall be determined by the Proprietor whose decision will be final and binding on all Members of the Club.

14. Bye-Laws

Particulars of the charges for the various facilities of the Club can be obtained from the Proprietor. They are not printed here as they may be subject to change.

15. Opening Hours & Use Of Facilities

- a) With the exception of certain public holidays when opening hours may vary and subject to the discretion of the Proprietor the Club will be open everyday except Christmas Day, Boxing Day and New Year's Day. Please see notice board in reception for opening hours.
- b) A Member or their accompanied guest is entitled to use the respective facilities of the Club provided. The Club may at anytime and without penalty withdraw all or part of the Club facilities for any period or periods and with or without notice in connection with any cleaning repair, alteration, emergency, health and safety reasons or maintenance work or for any other reason which the Proprietor of the Club may deem appropriate. No credit or refund will be issued.
- c) All facilities will close 30 minutes prior to club closing time, thus enabling members to shower before close. Amendments to any of these times will be displayed in advance. Last entry is 1 hour before closing time.

16. Children

- a) Children up to the age of 15 must be accompanied by an adult Member at all times unless participating in a supervised activity and, except by special arrangement with the Proprietor, may only use the pool between 9.30am – 11.30am and 3.00pm-5.30pm, any day of the week as long as there is no class in the pool. Children under 3 years old are not permitted to use the pool. Maximum of 2 children per adult member to be supervised in swimming pool.
- b) All the children must vacate the Changing areas 30 minutes after the end of each session.
- c) Children may use the Club Bar & Restaurant until 7pm but must be accompanied by an adult member at all times. All children (0-15 years old) must vacate the premises by 7pm.
- d) Special evening time extensions may be made at the discretion of the Proprietor for family or Club events and prior notice of such extensions shall be displayed on a notice board at the Club.

17. Use Of Sport & Leisure Facilities At The Club

- a) Members and their Guests are particularly advised not to undertake strenuous physical activities for which they might be medically unfit.
Members and Guests who have any reservations as to their physical condition are advised to have a medical check-up before embarking on any exercise. All members must ensure that their Guests sign the appropriate disclaimer form before using any of the sport and leisure facilities at the Club.
- b) Members must have an induction with a trained member of the Fitness Team before using the gym equipment. The induction needs to be booked at Reception giving 24 hours notice. Members who have not booked an induction can use any other facilities however the use of the fitness areas can only be used once member has booked and attend an induction. If you use the gym equipment without an induction, you do so at your own risk.
- c) Guests of members would not have been provided an induction by our Fitness Team therefore they are using the gym equipment at their own risk.
- d) All users should read the sauna steam and jacuzzi usage poster on display in each area before use. Under 16 years old are not permitted to use these facilities. If you are elderly, pregnant or have medical conditions (that do or do not require medication) then you must seek medical advice before using these facilities.

18. Smoking, Alcohol and Prohibited Substances

- a) Smoking including e cigarettes and vaping is not permitted on the premises.
- b) The use and/sale of any substance or drugs including steroids is not permitted. Membership will be cancelled if a member is found to be engaging in these activities.
- c) The consumption of alcohol is only permitted in the licensed bar/restaurant area if this service is available at the club.

19. Dress Code & Behaviour

- a) All members and their Guests are asked to wear a form of dress appropriate to the place, occasion and time of day at the Club. Members and Guests will on occasions expected to be appropriately dressed when entering the Club and may be refused admission or asked to leave or change once admitted if in the opinion of the Manager on Duty they are not suitably dressed.
- b) Members, Member's Children and Guests are expected to conduct themselves in the proper manner in keeping with the image of the club and its Members are not to behave in an antisocial or disruptive manner.
- c) Members attending the fitness suite must have a suitable towel for the purposes of cleaning equipment after use and appropriate gym shoes must be worn in the fitness, aerobics and gymnasium training area. No outdoor footwear, flip flops, sliders, crocs or sandals are permitted to be worn in these areas.
- d) Members using the swimming pool, sauna, steam and spa facilities must wear appropriate swimwear at all times.
- e) Disorderly, antisocial or any other inappropriate conduct will not be tolerated and may result in membership termination.
- f) Failure to adhere to dress code terms will result in membership termination in instances of repeat breach. If you are found not adhering the required dress code when using the facilities you will be asked to stop using the facilities and change, if you do not have the correct attire to use the facilities then you will not be permitted to continue with the usage. Failure to adhere to Management/staff instructions to either change or stop using the facilities will result in immediate membership termination.

20. Lounge & Main Bar Areas

- a) In the Lounge and Main Bar Areas:
 - i) Sportswear is permitted between 7.00am and 7.00pm but must be unsoiled. Unsoiled tracksuits or other suitable clothing must be worn after exercise.
 - ii) Between 7.00pm and the time of closing Sportswear (soiled or unsoiled) is not permitted.
 - iii) Tracksuits, tailored shorts and T-shirts may be worn but swimming costumes may not be worn. Shoes must be worn at all times.
 - iv) All children under the age of 16 years must be accompanied at all times in the Restaurant and Lounge areas.
 - v) Food, alcoholic and non-alcoholic drinks purchased from outside the club cannot be consumed on the premises.

21. Gymnasium

- a) All Members must undergo a fitness test and basic supervised instruction session using the Gymnasium. In all cases Members must complete a PARQ form prior to their induction.
- b) A complete induction to all facilities and gym equipment will be provided to all new Members on joining the Club. Randomly moving from machine to machine is not permitted.
- c) All weights and equipment must be replaced after use.
- d) Children under 16 are not permitted to use the Gymnasium unless it is in a prearranged class organized and supervised by the Club.
- e) Access to the gymnasium may be limited in the event of classes or pre-organised sessions. Details of these will be posted on a Club notice board.
- f) Please wipe and disinfect all equipment and benches using the cleaning materials that the Club has provided. Use a towel to put down on the benches of resistance equipment and weightlifting benches.
- g) No outside gym equipment (apart from exercise mats/boxing gloves to be used in aerobics studio/classes) to be used in the Club.
- h) For health and safety and respect for fellow members do not use your mobile phone to make/receive calls or texts on the gym floor or free weights area (use of mobile to listen to music via headphones/earpods is fine)
- i) No shouting, throwing of weights or swearing in these areas.
- j) Misusing the equipment, if a member is found using the equipment other than it's intended purpose by the manufacturer it will result in a immediate membership cancellation.

22. Aerobic & Aqua Aerobic Classes

Classes are provided as a complimentary service and do not form part of the membership therefore classes can be added, withdrawn or changed with or without notice, this includes change of class instructor or variation of date/duration of class.

- a) No person is permitted to join a class after it has begun. All classes must be booked online.
- b) As a matter of etiquette Members and their guests must be courteous to other members exercising around them and must do only those exercises that the instructor and participants are performing.
- c) In the case of pre-booked classes a member will be subject to a cancellation charge for inconvenience to the club and other members who may have wished to join the class, if notice of cancellation is not given by that member at least 24 hours before the class.
- d) Special classes are for members and their children only. Non-members cannot assist.
- e) The Club reserves the right to amend/add/withdraw any classes that are on the group exercise class timetable at any time as deemed necessary by the Management.
- f) The Club reserves the right to change the Aerobics/Aqua aerobics Class instructor of any particular class for any reason which the Management deems necessary.

- g) Participation in group exercises is subject to pre booking online using the member portal on www.goldsgym.co.uk.
- h) When there is a group exercise class in the aerobics studio, spin studio or swimming pool, members cannot use the facilities unless they have booked in to participate in the class.
- i) The use of the aerobics studio when there is not a class to do your own exercise is at the Club Management's discretion and can be suspended at any time. Terms regarding the usage of the aerobics studio must be adhered to.
- j) In the interest of health and hygiene members to bring their own exercise mat for use in any class that requires an exercise mat.
- k) In the interest of health and hygiene please wipe down any equipment used during the class using the cleaning materials provided.
- l) The Aerobics/Aqua aerobics class instructor can expel during the class any member who is in breach of Health and Safety protocols, being disruptive or not following reasonable instructions.
- m) The club reserves the right to suspend or cancel class participation if a member is found not to be using the booking system, not cancelling pre booked classes, breach of Health and Safety protocols, persistently arriving late to class, being disruptive in class or not following reasonable instructions from our staff or aerobic/aqua aerobics instructor. Repeated breach will result in membership cancellation.
- n) All personal items including coats, jackets and bags must be stored in the locker provided. They are not to be kept in the aerobic studio, spin studio or swimming pool.
- o) Appropriate swimwear, gym clothing and footwear must be worn when participating in group exercise classes

23. Swimming Pool

- a) No running around the pool area, jumping or diving in to the pool at the club is allowed. An adult must supervise children under 16 in the pool at all times.
- b) The pool is provided for conventional swimming and training and no activities other than club organised events or lane swimming are permitted therein.
- c) For reasons of health and hygiene and members and guests must shower before entering the pool. The "wet" route must be used too and from the swimming areas and changing rooms. Members and guests with verrucae, athlete's foot or similar communicable maladies may not use the pool. Radios, lilos and anything that the proprietor in its absolute discretion considers to be detrimental to the use of the pool and their environs are not permitted.
- d) Members and guests are asked to wear conventional swimming costumes/swimwear. No outdoor clothing or underwear is permitted in the swimming pool.
- e) The swimming pool may be reserved at certain periods for swimming lessons, children's parties, aqua aerobics or any other reason as designated by and at the discretion of the proprietor. Prior notice will be displayed of such events on the club notice board.
- f) No food or drink is to be taken into or consumed in the pool areas.
- g) Please do not use the swimming pool if under the influence of alcohol and/or drugs.
- h) Please read and obey all signs.
- i) The swimming pool does not have a lifeguard present, please familiarise yourself with the depth of the pool, if you are not a confident swimmer please swim with a member 18 years+ who is confident and can supervise you.
- m) Please use the swimming pool steps or ladder to enter and exit the swimming pool.
- j) No petting or heavy petting, respect the other members.
- k) Please familiarise yourself with the location of the emergency exit and panic alarm buttons for emergency purpose only.
- l) Please be cautious when walking around the pool and surrounding stairs as this is a wet area.
- m) Please use the swimming pool step ladder to enter and exit the swimming pool.

24. Sauna, Steam & Spa Areas

- a) Children under the age of 16 are not permitted to use these facilities
- b) Members and guests with verrucae, athlete's foot or similar communicable maladies may not use these facilities.
- c) Members and guest must shower before entering these areas and after using the sauna and steam room and before using the swimming pool or spa.
- d) Members must sit on a towel in the saunas and no shaving is permitted in any of these areas.
- e) No drink, food, glasses or bottles of any type are to be taken into or consumed in these areas.
- f) Sufferers of high blood pressure or cardiac irregularity should not use these areas and all users should seek medical advice before using these facilities.
- g) Please follow the usage instruction posters displayed for the Sauna, Steam and Spa.
- h) No oils, essence, creams, lotions, medicines and dyes to be used or taken in the Sauna, Steam or Spa.
- i) Please do not touch the steam room thermometer or put extra water in the steam outlets, this is dangerous, and any member found touching or tampering with the steam room components, steam outlet guard or adding things to our settings will have their membership terminated with immediate effect.
- j) Please familiarise yourself with the location of the emergency exit and panic alarm buttons for emergency purpose only.
- k) Please be cautious when walking around the steam, sauna, and spa as these are wet areas.
- l) Books, newspapers, mobile phones, or any other paper items than can create a fire or burn hazard are not permitted in these areas.
- m) Appropriate swimwear must be worn at all times when using these areas. No nudity, outdoor wear, or underwear.
- n) Do not talk loudly, shout or swear when using these areas. Please talk quietly in order not to disturb fellow members who are resting or relaxing.
- o) Failure to follow the sauna, steam and spa usage protocols will result in membership termination.

25. Sunbeds

- a) Persons under the age of 18 years are not permitted to use the sun beds.
- b) Members and guests should ensure that they familiarize themselves with the sun bed information notices. In the interests of safety, goggles must be worn whilst the beds in operation.
- c) All sun bed users must complete a sun bed questionnaire at reception.
- d) Members and guests are requested to clean the sun beds before and after use with the fluid provided.
- e) Members/Guests use the sunbeds at their own discretion, the proprietor will not be responsible for any injuries/illnesses caused.
- f) Members/Guests must ensure they have permission from their doctor prior to using the sunbeds.
- g) Please familiarise yourself with the location of the emergency exit and panic alarm buttons for emergency purpose only.
- h) Sunbed tokens and Sunbed courses are merchandise and non refundable. Sunbed course/s will not be refunded if the membership has been cancelled and the sunbed course has not been completed.

26. Changing Rooms

- a) No children are allowed in the changing rooms of the opposite sex once they have reached their seventh birthday and must be accompanied by an adult at all times.
- b) Lockers must be emptied after every visit. No overnight storage.
- c) Please respect the usage etiquette posters displayed regarding use of the changing room.
- d) No shaving, body scrubbing, masks or hair dyeing is permitted.
- e) Please be cautious when walking around the changing room as it can be a wet area due to other members entering and exiting the showers and or pool.
- f) Please wear a towel then walking around the shower and changing area, please refrain from walking around nude.

- g) Please dry yourself thoroughly before entering the changing room area when coming from the pool, shower, sauna, steam and jacuzzi areas.
- h) Please be considerate to fellow members during busy periods and keep your shower time to a maximum of 5 – 10 minutes.
- i) The changing room is to be used solely for the purpose of storing personal belongings, showering and changing no other activities are permitted in the changing room including cubicles.

27. Lockers

- a) For security reasons members and guests are advised to store personal belongings in the lockers provided. Lockers are provided on a daily basis for the duration of members stay only. Any items left overnight will be removed. A £25.00 release fee will apply and items will be dealt with as lost property as detailed below if not collected.
- b) Any member who damages a locker will be liable to pay a £50.00 fee for repairs.
- c) Personal belongings are stored in the lockers at members' own risk, the proprietor cannot be held responsible for any belongings that are lost or stolen.
- d) The attention of the members is drawn to bylaw 17.
- e) The club does not supply a padlock on loan, if you require a padlock you must purchase one.
- f) Please bring your own padlock to secure your belongings in the locker, if you do not have a padlock you are able to purchase one at the Reception desk.
- g) If a staff member has to open the locker for you if you have lost or misplaced your padlock key or forgotten your code to your padlock, then if there is any damage to our locker in the process of opening it then you will be liable for the cost of repair.
- h) If a staff member has to open the locker for you if you have lost or misplaced your padlock key or forgotten your code and you identify the wrong locker to open, then you would be liable for the cost of a replacement padlock and for any damage caused in the process of opening the locker.

28. Safety & Hygiene

- a) In the interests of safety and hygiene, no crockery or glassware are allowed in the changing rooms, gym area, aerobic studios, sauna, steam, spa areas and the swimming pool areas.
- b) With the exception of guide dogs, no pets will be allowed into the club buildings or grounds.
- c) Other than in the event of a fire or other emergency, entry to the club is only permitted at the club reception entrance. The fire exits, which are clearly marked, are there in the interests of safety and members and guests must not interfere with or hinder the operation of these exits in any way. The proprietor reserves the right to levy an administration charge in the event of the misuse of any of the fire exits, fire alarms and other security systems which shall include but shall not limit to resetting such systems and any third party costs directly arising from such misuse.
- d) In the event of a fire or any other emergency, members and their guest/s are asked to make their way in an orderly fashion to the nearest available exit. Members and guests are asked to familiarize themselves with the notices regarding the fire procedure and to abide by these rules. This will be displayed on a club notice board. Fire exits are to be used solely for emergency purposes only no other activities are permitted within the fire exit corridors.
- e) Cars must be parked in the marked areas only and must not block service roads or emergency exits. Vehicles must not be parked or left at the club over night except with the prior permission of the proprietor.
- f) Before using the gym area and equipment all members need to have an induction with one of our qualified instructors which you can book at Reception.

- g) Before joining the gym the prospective member should consult their GP/Consultant if there is any pre existing medical conditions so that their GP/Consultant can advise whether they should be participating in physical activities and provide their written consent that you are able to join the gym when you apply for membership. At the time of joining a PARQ form regarding your health will need to be completed, if you answer yes to any of the questions on the PARQ form you will be asked to provide a letter from your GP or consultant providing consent that you are able to join the gym. Your membership application will not be accepted if a GP/Consultant letter is required.

29. Lost Property

- a) All lost property found on the club premises should be handed into the club reception. The club will store lost property items for 7 days.
- b) Unclaimed items after this period will either be donated to charities or disposed of accordingly.

30. Liability

- a) Other than the lockers provided by the club in which property is stored entirely at the owners risk and for which no liability or loss or damage will be accepted by the club, the club is unable to store or secure any property for members. No members of staff or any third party is authorized to offer any such service or provide security. Therefore the club will accept no responsibility or liability for the loss or damage to money, valuables or other personal problems of members or guests of the club and their children and any other person. Guests of whom shall for the purpose of this paragraph 17 shall be referred to as ("club users")
- b) Vehicles, bicycles, etc parked or left in the club car parks or elsewhere on the premises of the club is entirely at the owner's risk.
- c) The club will accept no liability for any accident that may occur to any club users on the premises or within the grounds of the club.
- d) Any member or club user who suffers any accident on the premises or on the club grounds must report the accident and the circumstances under which it occurred to either staff, club manager or the duty manager immediately following the accident.
- e) Neither the management nor the employees or agents shall be responsible for any damage, injury or loss occurring at the club or at any activity or function operated, organized, arranged or sponsored by the proprietor which is caused by any acts of omissions of any club user.
Any such club user shall indemnify the proprietor and the club against any liability or damage, injury or loss caused by any such club user.
- f) Any club user who in any way makes use of or accepts the use of any apparatus, facility privilege or service of the club or who engages in any games, exercises, competitions or other activity operated, organized, arranged or sponsored by the club shall do so at entirely their own risk and shall hold the proprietor and the club harmless from any and all loss, cost, injury, damage or any other liability sustained there from and/or resulting from any act or any officer of the club save where any such liability cannot be excluded in law.

31. General

- a) No food or drink alcoholic or otherwise may be brought into and consumed within the club or its grounds. Members who fail to take up a booked activity or failed to give the required notice will be charged an administration fee together with the activity cost if applicable.
- b) Further details of the level of these fees are available from reception which may vary from time to time at the sole discretion of the proprietor. A copy of the club rules and the bylaws is located at reception for inspection by members and guests. Members and guests must comply with any reasonable directions, which the proprietor may give to ensure the smooth operation of the club, the facilities and the convenience of all members. All complaints regarding service concerning any matter related to the operation of the club should be made in the first instance to the general manager or the duty manager at the time. In the absence of a member of management then the complaint should be made in writing using a "tell us about it" form or via email.
- c) No illegal betting or gaming, drunkenness, bad language or other misconduct is permitted on the club premises.
- d) Gold's Gym merchandise is non-refundable.

- e) All purchases i.e. padlocks, sunbeds, classes, lessons, towels, swimming lessons, personal training sessions etc, are non-refundable.
- f) Membership cards cannot be passed on to friends or family. Those doing so will have their membership terminated immediately and no refund given.
- g) Members must show their membership card on every entry, admission will be refused otherwise.
- h) All members must have their picture taken when joining.
- i) Guest passes (applicable at certain clubs only) must be used before their expiry date and will not be extended once the expiry date has passed.
- j) As we are part of Gold's Gym reciprocal program, all members may use any Gold's gym abroad for a maximum of 14 visits. When traveling, please notify us two weeks in advance so we can issue a valid pass. 1 travel pass provided which is valid for a year To qualify for a pass your monthly payments must be up to date. (will not be issued if your membership is on hold). Please note that a Gold's Gym abroad can refuse admission dependent on circumstances.
- k) All new members must have an induction.
- l) After the 14 day cooling off period annual membership is non-refundable and must be continuous. Member must complete a new application form at renewal.
- m) Upon acceptance a membership that is transferred must be continuous.
- n) If you were a previous member and wish to rejoin all outstanding balances must be paid in full.
- o) The club reserves the right to refuse admission if there is an outstanding balance on the account.

32. Personal training

- a) Only Gold's Gym qualified personal trainers are permitted to conduct personal training sessions in the gym with our members. Members are not permitted to bring external personal trainer (s) to the gym nor is the member to act as a personal trainer paid or otherwise to any other member (s)
- b) Personal Training vouchers are valid for 6 months from the date of purchase. Vouchers are non-refundable. Gold's Gym reserves the right to change Personal Training instructors at any time.
- c) Personal training session or personal training package cannot be transferred to another member
- d) If membership is cancelled under cooling off period, within minimum term of contract or once the minimum term of contract has been completed, any unused personal training session/personal training package will not be refunded.
- e) If a personal training session has been booked and no notice has been provided to cancel the session to the Personal Trainer then the club may refuse to provide this session at a later date or deduct this session from any training package. Please speak to the Personal trainer with regards to the notice period for a personal training session cancellation and rebooking.

33. Parking

- a) Parking is not provided as part of the membership agreement. If there are parking facilities available at the club they are operated by a third party. If a member does park in the parking facility, then they must follow the usage terms for parking that has been clearly displayed in the parking area and in the club. Member must put the correct car registration details in the terminal located in the club Reception area. Maximum parking is 3 hours. Members are only permitted to use the parking facilities whilst using the club facilities, once you have left the club you must remove your car from the car park within 10 minutes, a member is not permitted to park their car in any parking facility that is available unless they are using the facilities. Any misuse of the car parking usage protocol will result in membership termination.
- b) If you fail to register your car vehicle details, enter your car registration incorrectly or overstay, the 3rd party operator will issue you a fine. Any disputes regarding any parking fines MUST be dealt directly with the issuer of the fine. Gold's Gym will not be able to assist and in all instances will refer you back to the car parking operator.



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