

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. Locker keys cannot be taken off the premises.

28. Lockers

- a) For security reasons members and guests are advised to store personal belongings in the lockers provided. Keys for the use of lockers are on a coin return basis where applicable. 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.

29. Safety & Hygiene

- a) In the interests of safety and hygiene, no crockery or drinking glasses are allowed in the changing rooms, gym area, aerobic studios 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, 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.
- 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.

30. Lost Property

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. Unclaimed items after this period will then be donated to charities.

31. 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 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 the 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 stability cannot be excluded in law.

32. 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 level 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.
- 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. sun beds, 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.
- j) As we are part of Gold's Gym reciprocal program, all members may use any Gold's gym abroad for a maximum of 2 weeks. When traveling, please notify us two weeks in advance so we can issue a valid pass. To qualify for a pass your monthly payments must be up to date. (will not be issued if your membership is on hold)
- k) Techno Gym Keys carry a 12 month standard warranty from the date of purchase.
- l) All new members must have an induction.
- m) Annual membership is non-refundable and must be continuous. Member must complete a new application form at renewal.
- n) Standard memberships may only be transferred once the minimum term has been completed. A transfer fee applies. Membership fees may vary from club to club. Discounted memberships are non transferable.
- o) Upon acceptance a membership that is transferred must be continuous.
- p) If you were a previous member and wish to rejoin all outstanding balances must be paid in full.
- q) The club reserves the right to refuse admission if there is an outstanding balance on the account.
- r) New members have a 10-day, money back guarantee less the joining fee. The 10 days start from the date of the application form. Previous members who re-join DO NOT qualify for the 10-day refund policy.

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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

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

- The club is owned by Vistastar Leisure PLC ("the proprietor")
- The club Head Office is Sheepcote Road, Harrow, Middlesex, HA1 2JN
- 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:

- Individual Membership (age 16+)
- Couple Membership (couple living at the same address as partners)
- 16-21 Membership (where applicable)
- Child Membership (where applicable)

Discounted memberships include:

- Corporate Membership (where applicable)
- £24.99 Harrow, Dagenham & Hounslow £29.99 Hanwell, Membership.
- Any such other categories of membership as the proprietor may decide.
- Any other category not listed under standard membership.

Discounted memberships cannot be transferred from club to club or person to person.

Every candidate for individual, couple, corporate and 16-21 membership MUST BE 16 years of age or over.

- Individual Membership Age 16 years and above.
- Couple Membership Must consist of, spouses or couples who have lived together at the same address for the past 6 months. (Proof will be required)
- Corporate Membership Only available to employees of companies with whom we have a corporate agreement (terms and conditions of the corporate contract will apply)
- Child Membership Available to the child or adopted child of an individual, corporate or couple member upto 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 restrictions apply).
- 16-21 Membership Available to students in full time education who are between the ages of 16 to 21 inclusive. (Proof required)
- 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 in non-refundable.

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

- 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.
- Acceptance of members is at the sole discretion of the proprietor who need not give reasons for refusing an applicant for membership.
- 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.
- 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.
- 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)
- On written application a like membership may be transferred to another person or persons. A transfer fee will apply, should the applicant be successful. Please add Membership 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 once proof is accepted.
- 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.
- All new members are entitled to a 10-day cooling off period (starts from the date the contract is signed). During this time they may choose to cancel their membership, where on receipt of written notice within the 10-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 by cheque. All cancellations must be in writing with proof of receipt.
- When joining two forms of identification are required from the person paying the Direct Debit.

7. Membership fees and tariffs

Members cancelling their membership within minimum terms may have a ban placed on their account which will prevent them from rejoining.

- 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.
- 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.
- 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. The proprietor reserves the right to:
 - Charge different fees for different categories of memberships
 - Vary the fee payable in respect of each category of membership according to method of payment.
- 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.
- 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 10 days written notice for any such changes to tariffs.
- 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.

8. Visitors and Guests

- Any member of the club over the age of 16 years may bring a guest to the club. All guests must:
 - Complete a guest disclaimer form and be accompanied at all times by the member (apart from the changing room is the guest is of the opposite sex), who has brought them to the club and shall be responsible for their conduct and behaviour.
 - 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 three guests (including social guests) at any one time.. A social guest fee charge may apply.
 - Non-members can only use special free passes once a year.
- 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.
- 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.
- The following may not be admitted as guests:
 - Former members who have been expelled.
 - Persons who having applied for membership have been rejected.
 - Members under suspension; and / or
 - Such other persons as the proprietor may decide from time to time.
- Discounted memberships are non transferable.
- Membership 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 once proof is accepted.

Adult guests aged 16 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.

Child guests aged below 16 years are able to use the swimming pool only during kids swim times only subject to applicable guest fee/pass. All children under 16 years old who enter the Club as a guest must be accompanied by an adult member at all times.

9. Rules and Bylaws

- 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.
- Until revoked these rules and the bylaws are binding on the members.

10. Termination of Membership

- 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 written notification to cancel is received BEFORE any member wishing to terminate:
 - Not be entitled to any refund of his or her subscription of joining fee or annual payment.
 - 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.
 - If a membership is cancelled within the minimum term, the member shall be liable for the entire remaining balance to be paid in full.
 - 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
- Any member who:
 - Fails to pay the subscription fee by the anniversary of his or her joining or
 - 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.
- The proprietor reserves the right to refuse admission and/or suspend and/or expel any member forthwith if:
 - In the opinion of the proprietor that the member is persistently in breach of the Rules and/or Bylaws.
 - 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.
 - Member is rude or abusive to an employee or other member(s).
- Before a member is expelled or suspended the alleged offender's conduct must be inquired into and the person involved must be given the opportunity to defend him or herself to justify or explain his or her behaviour.
- If having enquired into events the proprietor is of the opinion that the member/s is/are guilty of such conduct as mentioned above and has failed to justify or explain it satisfactorily the proprietor may expel or suspend the offender/s at his discretion.
- A member expelled forfeits all the privileges of membership without claim for any refund of subscription or annual fee.
- The proprietor has the right and absolute discretion to terminate the membership of any member on notice on his renewal or before without giving any refund.

11. Suspension/Upgrade Of Membership

- 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. There are four primary reasons why the Manager of the Club will consider a suspension. The four primary reasons are:
 - Sickness or injury if supported by a doctor's note.
 - Home move to a primary residence outside of a thirty – mile radius from the Club.
 - Work relocation or posting outside of a thirty-mile radius from the club.
 - Financial Hardship if supported by a letter from their Bank Manager.
- 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.
- When returning from suspension your subscription will be in line with current tariffs being charged.
- 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.

12. Interpretation

- 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.
- 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.
- 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

- 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. Please see notice board in reception for opening hours.
- A Member 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 or maintenance work or for any other reason which the Proprietor of the Club may deem appropriate. No credit or refund will be issued.
- The Gymnasium area will be closed 30 minutes prior to the club closing, thus enabling members to shower before close. Amendments to any of these times will be displayed in advance.

16. Children

- Children up to the age of 16 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.
- All the children must vacate the Changing areas 30 minutes after the end of each session.
- Children may use the Club Bar and Restaurant until 7.00pm but must be accompanied by an adult member at all times. All children (0-15 years old) must vacate the premises by 7.00pm.
- 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

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.

18. Smoking

Smoking is not permitted on the premises.

19. Dress Code & Behaviour

- 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.
- 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.
- 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.
- Members using the sauna, steam and spa facilities must wear appropriate swimwear at all times.

20. Lounge & Main Bar Areas

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

21. Gymnasium

- All Members and Guests must undergo a fitness test and basic supervised instruction session using the Gymnasium. In all cases Members and Guests must complete a PARQ form prior to their induction.
- 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.
- All weights and equipment must be replaced after use.
- Children under 16 are not permitted to use the Gymnasium unless it is in a prearranged class organized and supervised by the Club.
- 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.

21. Aerobic & Aqua Aerobic Classes

- No person is permitted to join a class after it has begun.
- 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.
- 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.
- Special classes are for members and their children only. Non-members cannot assist.

23. Swimming Pool

- No running, jumping or diving in any of the pools at the club is allowed. An adult must supervise children under 16 in the pools at all times.
- The pool is provided for conventional swimming and training and no activities other than club organised events or lane swimming are permitted therein.
- 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 pools. Radios, lilos and anything that the proprietor in its absolute discretion considers to be detrimental to the use of the pools and their environs are not permitted.
- Members and guests are asked to wear conventional swimming costumes.
- The swimming pools 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.
- No food or drink is to be taken into or consumed in the pool areas.

24. Sauna, Steam & Spa Areas

- Children under the age of 16 are not permitted to use these facilities
- Members and guests with verrucae, athlete's foot or similar communicable maladies may not use these facilities.
- 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.
- Members must sit on a towel in the saunas and no shaving is permitted in any of these areas.
- No drink, food glasses or bottles of any type are to be taken into or consumed in these areas.
- Sufferers of high blood pressure or cardiac irregularity should not use these areas and all users should seek medical advice before using these facilities.

25. Sunbeds

- Children under the age of 16 are not permitted to use the sun beds.
- 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.
- All sun bed users must complete a sun bed questionnaire at reception.
- Members and guests are requested to clean the sun beds before and after use with the fluid provided.
- Members/Guests use the sunbeds at their own discretion, the proprietor will not be responsible for any injuries/illnesses caused.
- Members/Guests must ensure they have permission from their doctor prior to using the sunbeds.