

Final Infringement Notice

Chapter 4, Part 3, Digital Markets, Competition and Consumers Act 2024

Gold's Gym (UK) Limited
Case No: 51668

29 September 2026



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Confidential information in the original version of this Decision has been redacted from the published version on the public register. Redacted confidential information in the text of the published version of the Decision is denoted by [§<].

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1. INTRODUCTION

- 1.1 This Final Infringement Notice (**FIN**) is given to Gold's Gym (UK) Limited,¹ trading as Gold's Gym (www.goldsgym.co.uk) (the **Respondent**). Gold's Gym (UK) Limited is a franchise operator of Gold's Gym, operating independently and autonomously from Gold's Gym International, which is part of the RSG Group.²
- 1.2 The Competition and Markets Authority (the **CMA**) began an investigation into the Respondent and its practices under section 180 of the Digital Markets, Competition and Consumers Act 2024 (the **DMCC Act**)³ on 17 November 2025.⁴ The CMA gave the Respondent a Provisional Infringement Notice (**PIN**) under section 181 of the DMCC Act on 30 July 2026 and the Respondent provided representations on 18 August 2026.⁵
- 1.3 On 24 September 2026, the Respondent agreed to settle the CMA's investigation and comply with the conditions of settlement as specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle*, provided by the Respondent to the CMA on 10 September 2026 (**Conditions of Settlement**).⁶ As part of the Conditions of Settlement, the Respondent:
- (a) admitted the facts set out in the PIN and made a clear and unequivocal admission that it had engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 30 July 2026;⁷
 - (b) agreed to an expedited procedure for the remainder of the CMA's investigation;
 - (c) confirmed that it had ceased the relevant infringement and committed to comply with the directions in the FIN including the requirement to comply with enhanced consumer measures (**ECMs**) requiring redress to be paid to affected consumers;
 - (d) agreed to comply with the other requirements of the FIN including accepting the maximum financial penalty that would be imposed and that it would pay the penalty imposed; and

¹ A private limited company registered in England with company number 04100418, with its registered office at 1st Floor Arthur Stanley House, 40-50 Tottenham Street, London, W1T 4RN.

² Submission from the Respondent dated 18 September 2026.

³ Section 225 and section 230 of the DMCC Act.

⁴ [Gold's Gym \(UK\) Limited: consumer protection enforcement case - GOV.UK](#).

⁵ The time for the Respondent to make representations in accordance with the PIN has expired.

⁶ Submission from the Respondent dated 24 September 2026.

⁷ Subject to limited amendments agreed between the CMA and the Respondent, which are now reflected in this FIN.

(e) agreed not to appeal or otherwise challenge any matter in the FIN.

1.4 By giving this FIN, the CMA gives notice to the Respondent, pursuant to section 182 of the DMCC Act, that having considered the Respondent's representations on the PIN and its admissions as part of the settlement process, the CMA is satisfied that, between 6 April 2025 and 7 May 2026 (the **Relevant Period**), it engaged in commercial practices constituting relevant infringements, as defined in section 148 of the DMCC Act, namely that

- the Respondent omitted material information (specifically, the total price of the product) from invitations to purchase (**ITPs**)⁸ made to consumers on the Website during the Relevant Period; and
- the Respondent's conduct constitutes breaches of section 225(1) of the DMCC Act as listed in Schedule 16 of the DMCC Act, specifically, the omission of material information from an ITP as defined in section 230 of the DMCC Act, which is an unfair commercial practice by virtue of section 225(4)(b) of the DMCC Act.

1.5 Pursuant to section 182(7) of the DMCC Act, this FIN sets out

- (a) the grounds on which it is given;
- (b) that a penalty is imposed by the FIN under section 182(4)(b) of the DMCC Act, and provides the Respondent with the monetary penalty information required under section 203 of the DMCC Act;
- (c) that the Respondent has a right under section 202 of the DMCC Act to appeal against the FIN and the main details of that right; however, as set out at paragraph 1.3(e) above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.

1.6 Further to paragraph 1.5(b) above, following consideration of all relevant circumstances and having regard to the CMA's Direct consumer enforcement guidance: CMA200 of 14 March 2025 (**CMA200**),⁹ the CMA gives notice to the Respondent that is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements for the purposes of section 148 of the DMCC Act and imposes on the Respondent a requirement to pay a monetary

⁸ Section 230(10) of the DMCC Act defines an 'invitation to purchase' as 'a commercial practice involving the provision of information to a consumer - (a) which indicates the characteristics of a product and its price, and (b) which enables, or purports to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.' In broad terms, when a trader gives information to consumers about a product and its price, this will normally be an invitation to purchase. These concepts, and their application to the facts of this case, are considered in more detail below.

⁹ [Direct consumer enforcement guidance: CMA200](#).

penalty of **£75,000**. Subject to the Respondent's continued compliance with the Conditions of Settlement, this monetary penalty is reduced to **£45,000** and is payable as set out in paragraphs 4.45-4.54 below. For further details on this penalty and how the CMA has calculated this penalty see paragraphs 4.1 to 4.49 below.

- 1.7 In addition, the CMA gives notice to the Respondent that it is imposing directions on the Respondent for the purposes of securing that the Respondent complies with section 181(5) of the DMCC Act,¹⁰ including directions requiring the Respondent to take ECMs in accordance with section 183 of the DMCC Act.¹¹ Specifically, the directions require the Respondent to offer redress to consumers affected by the relevant infringements.¹²
- 1.8 Further details of these directions are set out in paragraphs 3.1 to 3.6 below.
- 1.9 Further details of the Respondent's rights to appeal are set out in paragraphs 6.3 to 6.4 and Annex C below. However, as set out at paragraph 1.3 above, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN.
- 1.10 This is the first time that the CMA has investigated the Respondent in respect of the acts or omissions in relation for which the FIN is given.¹³

Other members of the group

- 1.11 This FIN is also given to the other members of the Respondent's group of interconnected bodies corporate¹⁴ in accordance with section 200 of the DMCC Act and Rule 9 of the CMA's Rules on the direct consumer enforcement regime set out in the Digital Markets, Competition and Consumers Act 2024: CMA201 dated 4 April 2025 (**CMA201**)¹⁵ for the purpose of notifying them of the FIN and that:

¹⁰ Directions are such measures as the CMA considers appropriate for, or in connection with, the purpose of ensuring that the party does not engage in, continue or repeat the infringing practice, or does not consent to, or connive in the infringing practice either itself or by a body corporate with which the party has a special relationship. Section 182(4) of the DMCC Act.

¹¹ Section 182(4)(a) of the DMCC Act.

¹² Section 221(2) of the DMCC Act.

¹³ Section 182(3) of the DMCC Act requires that in deciding whether to give a final infringement notice the CMA must have regard to whether the respondent has previously given an undertaking under this Chapter or Chapter 3 in respect of the acts or omissions in relation to which a final infringement notice would be given. The Respondent has not previously given any undertakings in respect of the acts or omissions in relation for which the FIN is given.

¹⁴ As defined in section 200 of the DMCC Act.

¹⁵ [Direct enforcement rules: CMA201.](#)

- (a) the CMA is satisfied that those bodies corporate are interconnected in relation to the Respondent;¹⁶ and
- (b) the requirements the CMA imposes on the Respondent in this **FIN** are also binding upon them (in addition to the Respondent), as if each of them were the Respondent.¹⁷

1.12 Further details about the CMA's requirements in this regard are set out in section 5 below.

¹⁶ Section 200(1) and (2) of the DMCC Act. The CMA proposes to find the interconnection condition (as set out in section 200(2) of the DMCC Act) applies.

¹⁷ Section 200(3) of the DMCC Act.

2. GROUNDS ON WHICH THIS NOTICE IS GIVEN

- 2.1 The CMA may give a FIN where it is satisfied that a respondent has engaged, is engaging or is likely to engage in a commercial practice constituting a relevant infringement.¹⁸
- 2.2 This section sets out the grounds on which this FIN is given, in particular why the CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements. In reaching this conclusion the CMA has taken account of the evidence gathered by the CMA during its investigation and the admissions made by the Respondent as part of the settlement process:
- (a) that it has engaged in the conduct detailed at paragraphs 2.3 to 2.18 below; and
 - (b) that the conduct constitutes a relevant infringement for the purposes of section 148 of the DMCC Act for the reasons set out at paragraphs 2.19 to 2.49 below.

The conduct

- 2.3 During the Relevant Period, on the www.goldsgym.co.uk website (the **Website**), a consumer could select and purchase a gym membership from a selection of annual memberships (**AMs**) and Direct Debit memberships (**DDMs**).¹⁹ Only one membership could be selected or booked at a time.
- 2.4 Throughout the Relevant Period, multiple ITPs, inviting consumers to purchase an AM or DDM, were made on multiple pages of the Website.²⁰ When purchasing such an AM or DDM, the consumer was ultimately required to pay an additional mandatory joining fee.
- 2.5 The DMCC Act requires mandatory fees to be included in a total price presented to consumers from the first ITP and not added later on in the purchasing process (a practice known as ‘drip pricing’) or presented separately from other elements of the price (a practice known as ‘price partitioning’). The relevant provisions of the DMCC Act are further explained in the CMA’s Guidance on the protection from unfair trading provisions in the Digital Markets, Competition and Consumers Act 2024: CMA207 of 18 November 2025 (**CMA207**)²¹ and, in relation to the

¹⁸ Section 182 of the DMCC Act.

¹⁹ The Respondent offered two online AMs: a ‘standard’ membership which gives 12-month membership to use one of its four gyms and a ‘roaming access all sites’ membership that gives 12-month membership to use all four of its gyms. Both these AMs were payable upfront. It also offered three online DDMs: 6 months, 12 months, and 12 months roaming access all sites.

²⁰ Section 225(1) and (4) of the DMCC Act.

²¹ [Unfair commercial practices: CMA207](#).

presentation of pricing for the DDMs, in the CMA's Guidance for businesses on the pricing transparency provisions of the Digital Markets, Competition and Consumers Act 2025: CMA209 of 18 November 2025 (**CMA209**).²²

- 2.6 Some of the ITPs presented to consumers on the Website during the Relevant Period did not comply with the requirements of the DMCC Act outlined above, by failing to include the relevant joining fee in a total price presented to consumers.
- 2.7 In the Respondent's responses to Information Notice 1,²³ and Information Notice 3,²⁴ it provided information about the changes made to the Website during the Relevant Period. These responses indicated that:
- (a) the Website (and associated ITPs) changed significantly on 7 January 2026;²⁵ and
 - (b) there were also less significant changes to the Website and ITPs for both AMs and DDMs.²⁶
- 2.8 This FIN refers to the Website:
- (a) on and before 6 January 2026 as the '**Old Website**'; and
 - (b) on and after 7 January 2026 as the '**New Website**'.
- 2.9 As discussed below and set out in **Annex A**, the Relevant Period has been split into various periods to reflect the changes set out in paragraph 2.7 above, being:

For Annual memberships

- (a) **Period AM1**: 6 April 2025 to 27 November 2025 (the Old Website). A representative example of the full consumer journey from the homepage to the page where final payment is required (the 'Final Payment' page) for this period is set out in **Annex A1**.

²² [Price transparency: CMA209](#). This concerns a suspected infringement of section 225(1) of the DMCC Act, in relation to the omission of material information from an invitation to purchase as defined in section 230 of the DMCC Act, which is an unfair commercial practice by virtue of section 225(4)(b) of the DMCC Act. Relevant guidance on the omission of material information can be found in CMA207, Chapter 4 and, in relation to presentation of pricing for the DDMs, CMA209, in particular *How should periodic pricing be displayed (eg monthly contracts)?* at paragraphs 5.30 to 5.36.

²³ Notice requiring information to be provided by the Respondent, issued under schedule 5, part 3, paragraph 14 of the Consumer Rights Act 2015 sent on 17 November 2025 (**Information Notice 1**).

²⁴ Notice requiring information to be provided by the Respondent, issued under schedule 5, part 3, paragraph 14 of the Consumer Rights Act 2015 sent on 19 May 2026 (**Information Notice 3**).

²⁵ Response to Q2 of Information Notice 3 (CND-000000403).

²⁶ Response to Q4 of Information Notice 1 (CND-000000366) and Response to Q2 of Information Notice 3 (CND-000000403) and email from the Respondent dated 28 May 2026 providing clarification on response to Q2 of Information Notice 3 (CND-000000409).

- (b) **Period AM2:** 7 January 2026 to 15 April 2026 (the New Website). A representative example of the full consumer journey from the homepage to the 'Final Payment' page for this period is set out in **Annex A2**.

For Direct Debit memberships

- (a) **Period DDM1:** 18 November 2025 to 6 January 2026 (the Old Website). A representative example of the full consumer journey from the homepage to the page where a direct debit is required (the 'Direct Debit Details' page) for this period is set out in **Annex A3**.
- (b) **Period DDM2:** 7 January 2026 to 7 May 2026 (the New Website). A representative example of the full consumer journey from the homepage to the Direct Debit page for this period is set out in **Annex A4**.

- 2.10 Annex A contains screenshots depicting representative examples of consumer journeys over the course of the above periods. The screenshots show when and how the mandatory joining fee was presented to consumers in relation to the purchase of AMs or DDMs across the various periods.

Relevant invitations to purchase on the Website during the Relevant Period

- 2.11 Throughout the Relevant Period, there were changes to the Website and related ITPs, which resulted in changes to which of the ITPs were compliant with the DMCC Act and CMA209, and which were not. The ITPs are analysed below, split by the various consumer journeys during different time periods for purchasing AMs and DDMs. This FIN refers to an ITP where it is relevant for the purposes of the analysis of the infringing conduct.
- 2.12 The consumer journeys documented in Annex A and below represent the typical steps that a consumer would have taken through the Website to purchase gym memberships. Variations on this consumer journey could have been possible dependant on the route into the Website and what options the consumer selected throughout the journey. However, this did not change the point at which the total price of the product was provided to the consumer.

Annual memberships

Period AM1: 6 April 2025 to 27 November 2025 (the Old Website)

- 2.13 As set out in Annex A1, consumers were shown five ITPs during Period AM1, with the total price inclusive of the mandatory joining fee only provided in the final two ITPs:²⁷
- (a) ITP1: On the page titled 'Join Us' (Figure 2), the drop-down menu titled 'Select Membership' allowed consumers to select between different membership options and provided information about the cost of these memberships. It does not mention the mandatory joining fee.
 - (b) ITP2: On the page titled 'Join Us', once consumers had selected a type of membership, a section called 'About Your Membership' appeared. This provided more detail about the costs of the selected membership. Whilst the mandatory joining fee was displayed in this section, it was not made clear that this was in addition to the price stated to be the 'Total Due Now', and it was not included in the 'Total Due Now' price displayed (see Figure 3) until this section of the page was updated on 18 November 2025.²⁸ From 18 November 2025 the total price, including the mandatory joining fee, was included for ITP2.
 - (c) ITP3: On the page titled 'Select Membership' (Figure 4), the ITP did not disclose the existence of the mandatory joining fee or include it in the price displayed. On this page the consumer entered their personal information in detail.
 - (d) ITP4: On the page titled 'Payment' (Figure 5), the ITP set out the total price inclusive of the mandatory joining fee.
 - (e) ITP5: On the page titled 'Final Payment' (Figure 6), the ITP set out the total price inclusive of the mandatory joining fee.
- 2.14 From 28 November 2025 to 6 January 2026, the total price, including the mandatory joining fee, was included for all five ITPs.

²⁷ As set out in paragraph 2.9, the consumer purchasing journey started from the homepage (Figure 1).

²⁸ The Respondent explained that this omission arose due to an error by third party booking website provider EZ-Runner.

Period AM2: 7 January 2026 to 15 April 2026 (the New Website)

- 2.15 As set out in paragraph 2.7, on 7 January 2026 there was a substantial update to the Website. Following this update, and as set out in more detail in Annex A2, during Period AM2 consumers were shown four ITPs:²⁹
- (a) ITP1: On the page titled 'Sign Up', once consumers had selected a start date³⁰ and membership type,³¹ a section called 'Your Membership' appeared. In the 'Your Membership' section (Figure 11) consumers were shown the cumulative total price, with the existence of the mandatory joining fee having been disclosed. However, the total price inclusive of the mandatory joining fee was not displayed sufficiently prominently and was unclear and/or unlikely to be seen by consumers.
 - (b) ITP2: On the page titled 'Your Details' (Figure 12), although the mandatory joining fee was disclosed and included in the total price, the total price was not displayed sufficiently prominently and was unclear and/or unlikely to be seen by consumers.
 - (c) ITP3: On the page titled 'Summary' (Figure 13), the mandatory joining fee was disclosed and included in the total price, described as the 'amount due'.
 - (d) ITP4: On the page titled 'Final Payment' (Figure 15), the mandatory joining fee was disclosed and included in the total price, described as the 'purchase amount'.

Direct Debit memberships

Period DDM1: 18 November 2025 to 6 January 2026 (the Old Website)

- 2.16 As set out in Annex A3, consumers were shown four ITPs during Period DDM1:
- (a) ITP1: on the homepage (Figure 16), there was an ITP that provided consumers with information about a lower-priced DDM with joining fee. The mandatory joining fee was partitioned from the monthly price. A total price inclusive of the mandatory joining fee was not provided (either for the membership as a whole or for the first month).³²

²⁹ As set out in paragraph 2.9, the consumer purchasing journey started from the homepage (Figure 7). Consumers were then taken through to a page to select a gym location (Figure 8) before reaching the page that has the first ITP.

³⁰ Figure 9.

³¹ Figure 10.

³² The homepage was updated by the Respondent on a (roughly) monthly basis. As a result, the ITPs on the homepage varied throughout DDM periods. The CMA has reviewed the ITPs on the homepage that were provided by the Respondent: the ITPs on the homepage contained materially the same information throughout the whole of the Relevant Period. In the interests of succinctness, each ITP on the homepage that was provided to the CMA has not been

- (b) ITP2: On the page titled 'Join Us' (Figure 17), the drop-down menu titled 'Select Membership' allowed consumers to select between different membership options and provided information about the cost of these memberships. A total price inclusive of the joining fee was not provided (either for the membership as a whole or for the first month).
- (c) ITP3: On the page titled 'Join Us', once consumers had selected a type of membership, a section called 'About Your Membership' appeared. This section provided more detail about the costs of the selected membership. The pricing information ('Total Due Now') displayed included the mandatory joining fee and a sum which included a *pro rata* amount for the first month's payment of the membership fee,³³ also displayed separately (see Figure 18). A total price of the full monthly fee inclusive of the mandatory joining fee is not provided.
- (d) ITP4: On the page titled 'Select Membership' (Figure 19), a total price inclusive of the mandatory joining fee was not provided (either for the membership as a whole or for the first month).

Period DDM2: 7 January 2026 to 7 May 2026 (the New Website)

2.17 Following the substantial update to the Website, as set out in Annex A4, during Period DDM2 consumers were shown three ITPs:

- (a) ITP1: On the homepage (Figure 21), there was an ITP that provided consumers with information about a lower-priced DDM with joining fee. The mandatory joining fee was partitioned from the monthly price. A total price inclusive of the mandatory joining fee was not provided (either for the membership as a whole or for the first month).
- (b) ITP2: On the page titled 'Sign Up', once consumers had selected a start date³⁴ and membership type,³⁵ a section called 'Your Membership' appeared. In the 'Your Membership' section (Figure 25), the mandatory joining fee was partitioned from the monthly price. A total price inclusive of the mandatory

separately included in this document as the analysis for each is the same, and only a representative example homepage ITP captured for each of the periods DDM1 and DDM2 has been provided in Annex A. Given the number of different variations, it is possible that some of these might have also amounted to ITPs for AMs and, if that was the case, these would also have failed to provide a total price. However, it is not necessary to reach a definitive view on this.

³³ In Figure 18, the *pro rata* amount displayed relates to the amount payable from 29 October 2025 (the date the consumer journey was captured by the CMA) until the end of November 2025. The first month's payment displayed here reflects the point in the month at which the consumer purchased the membership (in this instance, instead of £29.99 it is £31.99 for this first month only to cover November's membership and the additional 3 days of October). If the consumer signed up on a different day of the month, the *pro rata* amount would have been correspondingly different and could be less than the full membership amount. Thereafter, each full month of membership was £29.99.

³⁴ Figure 23.

³⁵ Figure 24.

joining fee was not provided (either for the membership as a whole or for the first month).

- (c) ITP3: On the page titled 'Your Details' (Figure 26), the mandatory joining fee was partitioned from the monthly price. A total price inclusive of the mandatory joining fee was not provided (either for the membership as a whole or for the first month).

Summary of conduct

2.18 In summary, the CMA is satisfied that during the Relevant Period, the Respondent engaged in the following conduct:

- (a) The Respondent required customers to pay mandatory joining fees on the Website.
- (b) Earlier ITPs omitted the total price including the mandatory joining fee that the consumer would have to pay.
- (c) The total price including the mandatory joining fee that the consumer would have to pay was only provided to the consumer in the later ITPs.
- (d) Where a total price was presented, it was not always displayed sufficiently prominently and was unclear and/or unlikely to be seen by consumers.

Legal assessment

Relevant infringement

2.19 A commercial practice is a relevant infringement³⁶ if it:

- (a) harms the collective interests of consumers;³⁷
- (b) meets the UK connection condition;³⁸ and
- (c) meets the specified prohibition condition.³⁹

Commercial practice

2.20 A relevant infringement must be a 'commercial practice'. This includes an act or omission by a trader relating to the promotion or supply of goods, services or

³⁶ Section 148 of the DMCC Act.

³⁷ Section 148(1)(a) and (5) of the DMCC Act.

³⁸ Section 149 of the DMCC Act.

³⁹ Section 150 of the DMCC Act.

digital content to a consumer.⁴⁰ A ‘consumer’ means an individual acting for purposes that are wholly or mainly outside the individual’s business, and a ‘trader’ includes a person acting for purposes relating to their business.⁴¹

- 2.21 Each instance of the conduct constitutes a ‘commercial practice’ pursuant to section 148(2) of the DMCC Act, because:
- (a) the Respondent operates health and fitness clubs in England and is therefore a trader;
 - (b) the Respondent sells gym memberships to consumers through the Website; and
 - (c) the presentation of information regarding the price of gym memberships through the Website is an act relating to the promotion and/or supply of services by the Respondent to a consumer.

Harm to the collective interests of consumers

- 2.22 Pursuant to section 148(1)(a) of the DMCC Act, a commercial practice must harm the collective interests of consumers to constitute a relevant infringement.
- 2.23 Under section 148(5) of the DMCC Act, references to consumers include persons who may become consumers in the future; and the collective interests of consumers are capable of being harmed by a single act or omission (as well as by repeated acts or omissions).
- 2.24 The concept of ‘harm to the collective interests of consumers’ has been discussed in case law interpreting the parallel references under Part 8 of the Enterprise Act 2002, notably in *OFT v MB Designs (Scotland) Ltd* 2005 SLT 691; *OFT v Vance Miller* 2009 EWCA Civ 34 and *OFT v Purely Creative Ltd* 2011 EWHC 106 (Ch). The following principles follow from these cases:
- (a) there must be harm to a section of the public and not just to an individual consumer;
 - (b) this will usually be inferred from an accumulation of a number of individual breaches (which need not be identical in nature);
 - (c) however, it could be one breach provided it affected a number of people; and
 - (d) a risk of repetition can be harmful to the collective interests of consumers.

⁴⁰ Section 148(2) of the DMCC Act.

⁴¹ Section 148(2) of the DMCC Act.

2.25 The Respondent's commercial practices (that is, the omission of material information regarding the total price of a product from an ITP) had the potential to affect any consumer who sought to purchase gym memberships on the Website. The commercial practices applied generally on the Website and to anyone accessing it. Based on information provided by the Respondent, the CMA is satisfied that at least 726 consumers, who purchased products through the Website during the Relevant Period were affected by the Respondent's commercial practices.⁴² As such, the CMA is satisfied that the Respondent's commercial practices harmed the collective interests of consumers.

The UK connection condition

2.26 Pursuant to section 149(1) of the DMCC Act, a commercial practice meets the UK connection condition if at least one of the following conditions is met.

- (a) the trader has a place of business in the UK;
- (b) the trader carries on business in the UK; or
- (c) the commercial practice occurs in the carrying on of activities by the trader that are, by any means, directed to consumers in the UK.

2.27 Pursuant to section 149 of the DMCC Act, the CMA is satisfied that the UK connection condition is met in this case, because the Website indicates that Gold's Gym is a trading name of the Respondent, which is a company registered in the UK, that is it has a place of business in the UK.⁴³

2.28 In view of the above, the CMA is satisfied that the commercial practices meet the UK connection condition.

The specified prohibition condition

2.29 A commercial practice meets the specified prohibition condition for the purposes of section 148 of the DMCC Act as it applies for the purposes of Chapter 4 of Part 3 of the DMCC Act if it is in breach of an enactment listed in Schedule 16 of the DMCC Act.⁴⁴

⁴² CMA analysis of Response to Q4 of Information Notice 3 (CND-000000407). Some consumers may have also been presented with the commercial practice without going on to purchase the product.

⁴³ Specifically, the Respondent is a private limited company registered in England with company number 04100418, with its registered office at 1st Floor Arthur Stanley House, 40-50 Tottenham Street, London, W1T 4RN. Gold's Gym (UK) Limited is a franchise operator of Gold's Gym, operating independently and autonomously from Gold's Gym International, which is part of the RSG Group (Submission from the Respondent dated 18 September 2026).

⁴⁴ Section 150(2) of the DMCC Act.

- 2.30 Chapter 1 of Part 4 of the DMCC Act is included within the enactments listed in Schedule 16 of the DMCC Act. Chapter 1 of Part 4 of the DMCC Act includes the prohibition of unfair commercial practices in section 225(1).
- 2.31 The CMA is satisfied that the Respondent's commercial practices meet the specified prohibition condition, that is the omission of material information from an invitation to purchase, under section 225(1) of the DMCC Act and section 230 of the DMCC Act, which is an unfair commercial practice by virtue of section 225(4)(b) of the DMCC Act, for the reasons set out below.

Breach of section 225(1) and section 230 of the DMCC Act

- 2.32 Unfair commercial practices are prohibited by section 225(1) of the DMCC Act. The omission of material information from an invitation to purchase (as defined by section 230 of the DMCC Act) is an unfair commercial practice by virtue of section 225(4)(b) of the DMCC Act.

Omission of material information from an invitation to purchase

- 2.33 Under section 230 of the DMCC Act, a commercial practice which is an ITP omits material information if it omits the total price of the product.⁴⁵
- 2.34 An ITP must provide the required pricing information clearly, in a timely way and in a way that the consumer is likely to see it.⁴⁶

i. Invitation to purchase

- 2.35 In this context, an ITP means 'a commercial practice involving the provision of information to a consumer—
- (a) which indicates the characteristics of a product and its price, and
 - (b) which enables, or purports to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.⁴⁷
- 2.36 This is a broad definition. A commercial practice can constitute an ITP even where the information indicating the price and product's characteristics is minimal or

⁴⁵ Section 230(1) and (2)(b) of the DMCC Act.

⁴⁶ Section 230(9) of the DMCC Act.

⁴⁷ Section 230(10) of the DMCC Act.

incomplete.⁴⁸ An ITP does not need to include an actual opportunity to enable the consumer to purchase the product.⁴⁹

- 2.37 For the purposes of this FIN the relevant product being advertised was gym memberships.
- 2.38 The representative examples of the online consumer journeys containing invitations to purchase gym memberships on the Website during the Relevant Period are detailed in Annex A.⁵⁰

ii. Total price

- 2.39 An ITP must include the total price of the product unless the nature of the product means that the whole or any part of the total price cannot reasonably be calculated in advance.⁵¹ The total price of a product to be provided includes any fees, taxes, charges or other payments (collectively referred to as 'charges') that the consumer will necessarily incur if the consumer purchases the product.⁵²
- 2.40 For contracts involving periodic payments (such as the DDMs), CMA209 explains that the total price may be displayed by presenting the 'total price' as either: (i) the cumulative total price over the entire minimum length of the contract; or (ii) the total price the consumer must pay for each period of the contract in the same way as for a rolling contract (for example, 'total monthly price') alongside a prominent statement of the number of months the consumer is committed to pay that price for.⁵³
- 2.41 The total price must be provided to the consumer in a clear and timely way, and in such a way that the consumer is likely to see it. If it is not, the information may be deemed to have been omitted from the invitation to purchase.⁵⁴
- 2.42 The total price for customers seeking an AM or DDM was presented on the Website during Period AM1, Period AM2, Period DD1 and Period DD2 as follows:

⁴⁸ Explanatory note paragraph 1374 of the DMCC Act. In relation to whether a commercial practice indicates characteristics of a product see also Case C-122/10 *Konsumentombudsmannen v Ving Sverige AB*. (2011) ECR I - 3933, paragraphs 42 to 49.

⁴⁹ Explanatory note paragraph 1375 of the DMCC Act. In relation to whether a commercial practice enables, or purports to enable, the consumer to decide whether to purchase the product see also Case C-122/10 *Konsumentombudsmannen v Ving Sverige AB*. (2011) ECR I - 3933, paragraphs 27 to 33.

⁵⁰ As noted at paragraph 2.12 above, the consumer journeys documented in Annex A represent the typical steps that a consumer would have taken through the Website to purchase gym memberships. Variations on this consumer journey could have been possible dependant on the route into the Website and what options the consumer selected throughout the journey. However, this did not change the point at which the total price of the product was provided to the consumer.

⁵¹ Sections 230(2)(b) and (c) of the DMCC Act.

⁵² Section 230(4) of the DMCC Act.

⁵³ CMA209, paragraphs 5.30 to 5.36.

⁵⁴ Section 230(9) of the DMCC Act.

(a) For Period AM1, as detailed in **Annex A1**:

- (i) The total price including the mandatory joining fee was not given (and no information was provided regarding the mandatory joining fee) in the first ITP (on the 'Join Us' page (Figure 2)), nor in the third ITP (the 'Select Membership' page (Figure 4)).
- (ii) Until 18 November 2025, the total price, including the mandatory joining fee was not given at the second ITP (in the 'About Your Membership' section on the 'Join Us' page (Figure 3). Whilst the mandatory joining fee was displayed in this section, it was not made clear that this was in addition to the price stated to be the 'Total Due Now' and was not included in that price until this page was updated on 18 November 2025, after which the total price included the mandatory joining fee.
- (iii) The total price inclusive of the mandatory joining fee was only provided from the fourth ITP (the 'Payment' page (Figure 5)).⁵⁵

(b) For Period AM2, as detailed in **Annex A2**:

- (i) Consumers were shown the cumulative total price, inclusive of the mandatory joining fee (the existence of which was disclosed) at the first ITP (in the section 'Your Membership' on the 'Sign Up' page (Figure 11)) and at the second ITP (on the 'Your Details' page (Figure 12)). However, the total price inclusive of the mandatory joining fee was not displayed sufficiently prominently and was unclear and/or unlikely to be seen by consumers.
- (ii) The total price inclusive of the mandatory joining fee was only displayed sufficiently prominently from the third ITP (the 'Summary' page (Figure 13)).⁵⁶

(c) For Period DDM1, as detailed in **Annex A3**:

- (i) Consumers were shown the mandatory joining fee in the first ITP (on the homepage, Figure 16) and in the third ITP (in the 'About Your Membership' section on the 'Join Us' page (Figure 18)), but it was partitioned from the price of the monthly membership and a total price inclusive of the mandatory joining fee was not provided in either case. The total cost of the first month of the membership (inclusive of the mandatory joining fee and *pro rata* amount for the first month of

⁵⁵ In example Annex A1, the price given at ITP1 to ITP3 was £359.88 for a full peak AM (although the £50 joining fee was provided separately at ITP2). The total price of £409.88 (including the £50 mandatory joining fee) was only provided at ITP4 (the 'Payment' page (Figure 5)).

⁵⁶ For example, in Annex A2, the price given for the AM was £419.88 with a £50 joining fee. The total price of £469.88 was only displayed sufficiently prominently at from ITP3 (the 'Summary' page (Figure 13)).

membership) was displayed in the third ITP (in the 'About Your Membership' section on the 'Join Us' page (Figure 18)), with a statement that there was a minimum of 12 Direct Debits payable.

- (ii) The total price including the mandatory joining fee was not given (and no information was provided regarding the mandatory joining fee) in the second ITP (on the 'Join Us' page (Figure 17)) and the fourth ITP (on the page 'Select Membership' (Figure 19)).⁵⁷

(d) For the Period DDM2, as detailed in **Annex A4**:

- (i) The mandatory joining fee was partitioned from the monthly price and a total price inclusive of the mandatory joining fee (for the membership as a whole or the first month) was not provided in any of the first, second or third ITPs (on the homepage (Figure 21), in the 'Your Membership' section on the 'Sign Up' page (Figure 25), or on the 'Your Details' page (Figure 26)).⁵⁸

2.43 During all periods (AM1, AM2, DDM1 and DDM2), the mandatory joining fee applied for any purchase of an AM or DDM. Only one membership could be selected at a time, and the mandatory joining fee should have been included at the outset rather than being provided separately. The total price was reasonably calculable from the outset.

iii. Limitations

2.44 As part of the assessment of whether an ITP omits material information, two factors must be considered. These are:

- (a) any limitations resulting from the means of communication used. This includes limitations of space or time or the functionality of a means of communication, that may mean that the trader cannot practicably convey all the required information in relation to that product;⁵⁹ and
- (b) any steps taken by the trader to overcome those limitations, for example by providing information by other means, or by making use of the available functionality of the means of communication.⁶⁰

⁵⁷ In example Annex A3, the price given for the DDM was £29.99 a month (minimum of 12 Direct Debits). Only in ITP3 was the total price of £41.99 for the first month of the membership given (that is, inclusive of the mandatory joining fee of £10 and pro rata amount for the first month of membership of £31.99).

⁵⁸ In example Annex A4, the price given for the DDM was £34.99 a month (minimum of 12 Direct Debits) with a £10 joining fee. The total price for the first month of membership was not provided.

⁵⁹ Section 230(8)(a) of the DMCC Act; CMA207, paragraph 4.19.

⁶⁰ Section 230(8)(b) of the DMCC Act; CMA207, paragraph 4.19.

- 2.45 In most cases, traders should be able to provide the required pricing information in a full and timely manner, regardless of the means of communication used. A single price figure inclusive of all mandatory charges will be able to fit on or within all types of devices and media.⁶¹
- 2.46 On the Website during the Relevant Period, there were no relevant limitations on providing complete pricing information at the gym membership selection stage and summary payment page. Providing a fully inclusive total price would not require any more space than the price as presented during the Relevant Period. Many of the webpages detailed in Annex A contain a line titled 'Total Due Now', where the correct total price due (inclusive of the mandatory joining fee) should have been displayed.

iv. Already apparent from the context

- 2.47 Material information will not be considered to have been omitted from an ITP if it is already apparent from the context.
- 2.48 As illustrated in Annex A, during the Relevant Period the total price had not been provided to consumers at the point the relevant ITPs were made. Consequently, the total price was not already apparent from the context.

Conclusion on the specified prohibition condition

- 2.49 In summary, for the reasons set out above, the CMA is satisfied that:
- (a) the Respondent omitted material information (specifically the total price of the product) from ITPs made to consumers on the Website during the Relevant Period; and
 - (b) the Respondent's conduct constitutes breaches of section 225(1) of the DMCC Act as listed in Schedule 16 of the DMCC Act,⁶² specifically, the omission of material information from an ITP as defined in section 230 of the DMCC Act, which is an unfair commercial practice by virtue of section 225(4)(b) of the DMCC Act.

Conclusion on the Respondent's conduct

- 2.50 For the reasons set out above, the CMA is satisfied that the Respondent has engaged in relevant infringements for the purposes of section 148 of the DMCC Act – namely that:

⁶¹ CMA207, paragraph 4.20.

⁶² Section 150 of the DMCC Act.

- (a) the Respondent has engaged in commercial practices which meet the specified prohibition condition in section 150 of the DMCC Act, specifically, an unfair commercial practice prohibited by section 225(1) of the DMCC Act;
- (b) the Respondent's commercial practices harm the collective interests of consumers; and
- (c) the Respondent's commercial practices meet the UK connection condition in section 149 of the DMCC Act.

3. DIRECTIONS

Directions not to repeat the infringing practices

- 3.1 Pursuant to section 182(4) of the DMCC Act, the CMA imposes the directions set out in paragraph 3.2 below, which it considers appropriate for or in connection with the purpose of securing that the Respondent does not repeat the infringing practices and does not engage in the infringing practices in the course of the Respondent's business or another business and does not consent or connive in the carrying out of the infringing practices by a body corporate with which the Respondent has a special relationship pursuant to section 220 of the DMCC Act.

Directions

- 3.2 The Respondent shall ensure that all invitations to purchase gym memberships that it makes on the Website or any other website it operates or any other commercial practice it engages in do not omit the total price of the product.
- 3.3 For the purposes of paragraph 3.2:
- (a) The total price of the product includes the mandatory joining fee and any other fee, tax, charge or other payment that the consumer will necessarily incur if the consumer purchases the product.
 - (b) In the case of the DDMs or any other fixed or minimum term membership for which periodic payments are taken, the total price shall be presented as the total the consumer will be required to pay over that fixed or minimum term (including any joining or other mandatory fees).
 - (c) Omitting the total price includes providing this information in a way that is unclear or untimely, or in such a way that the consumer is unlikely to see it.
 - (d) ITPs are commercial practices that involve the provision of information to a consumer, which indicate the characteristics of the product and their price, and which enable, or purport to enable, the consumer to decide whether to purchase the product or take another transactional decision in relation to the product.
- 3.4 In deciding on these directions the CMA has taken account of the fact that for contracts involving periodic payments (such as the DDMs) CMA209 recognises that the total price may be displayed by presenting the 'total price' as either: (i) the cumulative total price over the entire minimum length of the contract; or (ii) a 'total monthly price' alongside a prominent statement of the number of months the

consumer is committed to pay that price for.⁶³ The CMA's direction requires the Respondent to provide a total cumulative price because the CMA considers that this is the simplest and clearest way for a trader to comply⁶⁴ and therefore will be the most effective in ensuring that the breach is not repeated.

Enhanced consumer measures

- 3.5 Pursuant to sections 182(4)(a) and 183 of the DMCC Act, the CMA further imposes the directions set out in **Annex B**, requiring the Respondent to take ECMs.
- 3.6 Directions contained in a FIN may include directions requiring the Respondent to take such ECMs as the CMA considers just and reasonable.⁶⁵ Having considered the factors set out in section 183(2) of the DMCC Act, in deciding whether ECMs are proportionate, the CMA considers that it would be just and reasonable to require the taking of ECMs. Factors which justify this approach are as follows:
- (a) The ECMs are a redress measure, which require the Respondent to provide redress to Affected Consumers (as defined in Annex B).⁶⁶
 - (b) The CMA requires redress to be paid for the value of the mandatory joining fees that consumers paid to the Respondent which were omitted from the total price of the product in the ITPs presented to consumers during the Relevant Period. The redress to be paid will exclude any mandatory joining fees paid during the Relevant Period which have already been refunded. This redress measure will benefit consumers as it will put them in the financial position they would have been in had they paid the price that was first advertised to them.⁶⁷
 - (c) The Respondent has confirmed that it holds contact details for all customers who paid mandatory joining fees during the Relevant Period; and would be able to contact each of those customers.⁶⁸
 - (d) The CMA does not anticipate any likely cost to consumers of obtaining the benefit of the redress measures.⁶⁹

⁶³ CMA209, paragraphs 5.30 to 5.36.

⁶⁴ See also CMA209, paragraph 5.33.

⁶⁵ Section 183 of the DMCC Act.

⁶⁶ Section 221(1)(a) and 221(2)(a) of the DMCC Act.

⁶⁷ Section 183(2)(a) of the DMCC Act.

⁶⁸ Response to Q1 of Information Notice 3 (CND-000000397).

⁶⁹ Section 183(2)(c) of the DMCC Act.

4. MONETARY PENALTY

- 4.1 Pursuant to section 199 of the DMCC Act, the CMA has published a statement of policy in relation to the exercise of its powers to impose monetary penalties in direct enforcement cases. This is set out in chapter 7 of CMA200. The CMA must have regard to this policy in deciding whether to impose a penalty and, if so, the nature and amount of penalty.
- 4.2 As set out in CMA200,⁷⁰ the CMA has had regard to certain policy objectives when considering whether to impose this penalty. In particular, the CMA's objectives in imposing penalties are to:
- (a) deter infringements and incentivise compliance with both consumer law and remedies, whether agreed or imposed, in order to protect consumers;
 - (b) reflect the seriousness of infringements and breaches that the CMA finds to have occurred; and
 - (c) encourage parties to co-operate fully with CMA investigations, so that the CMA is able to take timely decisions based on accurate and complete information.
- 4.3 The CMA is satisfied that the Respondent has engaged in commercial practices constituting relevant infringements as defined in section 148 of the DMCC Act. The CMA therefore imposes on the Respondent a requirement to pay a monetary penalty.⁷¹ Pursuant to section 203(1)(b) of the DMCC Act, the following paragraphs set out the grounds which justify the giving of this penalty and its amount.
- 4.4 As set out in paragraph 1.3 above, the Respondent has admitted that it had engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act and has agreed to comply with the Conditions of Settlement. In light of these admissions, its agreement to an expediated process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a settlement discount of 40% to the Respondent's penalty (**Settlement Discount**). This Settlement Discount is dependent on the Respondent's continued compliance with the Conditions of Settlement and will be withdrawn in the event of non-compliance with the CMA's settlement policy.⁷²

⁷⁰ CMA200, paragraphs 7.7 to 7.10.

⁷¹ Section 182(4)(b) of the DMCC Act.

⁷² CMA200, paragraph 7.17.

Amount of monetary penalty

- 4.5 The penalty is a fixed sum amounting to £75,000. The penalty after the application of the Settlement Discount⁷³ is a fixed sum amounting to **£45,000**.

Penalty calculation

Turnover for purpose of determining starting point

- 4.6 For substantive infringements and breaches of undertakings and directions, notwithstanding the statutory cap, the CMA will generally determine a starting point of up to £300,000 or 30% of the party's UK turnover (whichever is higher), which will generally be the amount derived in connection with the direct or indirect sale or provision of products to customers (businesses or consumers) in the UK.⁷⁴
- 4.7 The concept of 'UK turnover' in this context is not a statutory concept.⁷⁵ Notwithstanding this, where appropriate, the CMA will generally expect to apply the same principles set out in the Digital Markets, Competition and Consumers Act 2024 and Consumer Rights Act 2015 (Turnover and Control) Regulations 2024 (the **Turnover Regulations**)⁷⁶ to how the CMA calculates 'UK turnover' for the purpose of setting the starting point described above.⁷⁷
- 4.8 Pursuant to the Turnover Regulations, the relevant period to be used when calculating turnover for the purpose of establishing the applicable statutory caps under the DMCC Act and the Consumer Rights Act 2015 is the last '**Accounting Period**' that ends before, in the case of a substantive penalty for a consumer law infringement, the date the PIN was issued unless the CMA estimates that the that the turnover immediately preceding the most recent Accounting Period was higher, and in this case, the turnover in the Preceding Accounting Period shall be used.⁷⁸ If the figures necessary to calculate this turnover are not available to the CMA on the date the PIN is issued, the relevant turnover is the turnover in the preceding Accounting Period.⁷⁹

⁷³ See paragraphs 4.45 to 4.48.

⁷⁴ CMA200, paragraph 7.16.

⁷⁵ CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7. The concept of 'UK turnover' is not defined in the DMCC Act or in Part 3 of the Turnover Regulations.

⁷⁶ SI 2024 No.1243 of 24 November 2024, [The Digital Markets, Competition and Consumers Act 2024 and Consumer Rights Act 2015 \(Turnover and Control\) Regulations 2024](#).

⁷⁷ CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 7.

⁷⁸ CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 17 and 18.

⁷⁹ CMA200, Annex D: Summary of how the CMA intends to determine turnover, paragraph 19.

- 4.9 As with the statutory cap, UK turnover will be calculated to include, where a person controls another person or is controlled by another person, the UK turnover of that other person.⁸⁰
- 4.10 The CMA considers that Vistastar Leisure PLC has a controlling interest in the Respondent, as a parent company wholly owning the Respondent, and that the Respondent's penalty therefore should be calculated with reference to Vistastar Leisure PLC's turnover. Vistastar Leisure PLC's financial statements have been prepared on a consolidated basis, meaning that the Respondent's turnover is included within them as a subsidiary. The CMA has therefore assessed the penalty by reference to Vistastar Leisure PLC's turnover.
- 4.11 Vistastar Leisure PLC's financial statements for the 2024 financial year show a consolidated turnover of £7,688,529.⁸¹ Vistastar Leisure PLC's financial statements for the 2025 financial year show a consolidated turnover of £6,890,692.⁸²
- 4.12 The turnover of Vistastar Leisure PLC in the most recent Accounting Period is less than the Preceding Accounting Period. Therefore, the CMA will use the Vistastar Leisure PLC's turnover for the 2024 financial year as the starting point and to calculate the statutory cap.
- 4.13 All of this turnover appears to have been derived in connection with the direct or indirect sale or provision of products to customers (business or consumers) in the UK.
- 4.14 The CMA has therefore assessed that the turnover for the purpose of determining the starting point is Vistastar Leisure PLC's UK turnover for the 2024 financial year, namely £7,688,529.

Step 1: Starting point

- 4.15 The CMA will determine the starting point for a penalty based on a percentage of the relevant UK turnover. This percentage starting point will be determined taking account of the seriousness of the infringements, and the relevant infringement category, by reference to the harm caused by the infringements, or the risk of harm from the infringements, and the culpability of the party.

Step 1A: Determining the level of harm

- 4.16 When assessing whether there has been 'major', 'significant', 'moderate', or other harm, the CMA will consider the total estimated economic harm to consumers as a

⁸⁰ CMA200, paragraph 7.17.

⁸¹ [Vistastar Leisure plc annual report and financial statements for the year ended 31 March 2024](#).

⁸² [Vistastar Leisure plc annual report and financial statements for the year ended 31 March 2025](#).

whole (if any) and the total estimated non-economic harm caused to consumers as a whole (if any).⁸³ Where relevant, the CMA will also consider wider impacts on consumers due to the likely impact on fair dealing businesses and on markets as a whole.⁸⁴ In cases where the CMA is unable to estimate or quantify harm or gain, the CMA will use the available evidence to determine the category which it considers is fair in all the circumstances.⁸⁵

4.17 Having considered the factors set out at paragraphs 7.26 to 7.32 of CMA200, the CMA considers that the relevant infringements caused **economic or non-economic harm to consumers**. This is because:

- (a) It is important that consumers are given the key information they need to make an informed transactional decision. Price will usually be one of the most important factors for consumer decision making and businesses compete for consumers on headline prices. If these prices are not accurate it risks consumers being misled and either potentially paying more for products than they needed to, or suffering delay and inconvenience if they discontinue a potential purchase after the true price is disclosed.
- (b) The specific consumer harm will depend on a number of factors including:
 - (i) the number of consumers affected;
 - (ii) the value of the products;
 - (iii) the size of the dripped fee (both in absolute terms and relative to the overall size of the product); and
 - (iv) the timing of the dripped fee in the overall purchase process (the later consumers are told about the additional fees, the greater the likelihood of harm).
- (c) Applying these considerations to the specific facts of this case, during the Relevant Period:⁸⁶
 - (i) the mandatory joining fee was £50 per purchase for AMs and was £10 per purchase for DDMs and therefore the average harm to each consumer was £50 for AMs and £10 for DDMs;

⁸³ CMA200, paragraph 7.27.

⁸⁴ CMA200, paragraph 7.27.

⁸⁵ CMA200, paragraph 7.31.

⁸⁶ CMA analysis of response to Q4 of Information Notice 3 (CND-000000407).

- (ii) the mandatory joining fee revenue was 11.6% of the aggregate minimum contract value for AMs and mandatory joining fee was 2.4% of the aggregate minimum contract value for DDMs;⁸⁷
 - (iii) the aggregate minimum contract value due from consumers for the products affected by the relevant infringements was approximately £298,038;⁸⁸ This figure overestimates actual revenue due to cancellations and arrears.⁸⁹
 - (iv) the Respondent derived £9,220 from mandatory joining fees which were not disclosed when the headline price was initially displayed;
 - (v) a total of 726 consumers were affected, 49 purchasing AMs and 677 purchasing DDMs;
 - (vi) consumers were not prominently provided a total price, inclusive of all charges without inputting personal details, including, in some cases, health information and only after multiple, separate ITPs;
 - (vii) the infringing conduct, for which a penalty can be imposed, lasted around 13 months.
- (d) The CMA has also had regard to the potential for the infringing practices to have a wider impact on fair dealing businesses and on markets as a whole. Drip pricing misleads consumers about the price of a specific product, which means it could affect consumers beyond those who have actually purchased the product, including other consumers active in the same market; it prevents businesses in the same market from competing on a level playing field; and it can ultimately undermine trust in markets generally.
- (e) The CMA considers that failing to give the total price is a serious matter, in particular in relation to AMs, where £50 was omitted from the total price. That is a substantial omission. The CMA has also considered the number of consumers affected and the sums paid for purchasing AMs. Taken together, those factors are consistent with assessing the overall harm as falling in the 'other harm' category (Category 4 in Table 2, paragraph 7.32 of CMA200).

4.18 The CMA has not identified any escalating factors.⁹⁰

⁸⁷ These percentages show the aggregate mandatory joining fee as a percentage of the aggregate minimum contract value (including joining fee). In order to calculate the aggregate minimum contract value, the monthly contract value was multiplied by the minimum contract term, and these are summed across all contracts taken out in the Relevant Period. For AMs: £2,450 / £21,080 and for DDMs: £6,770 / £276,958.

⁸⁸ This is the total that consumers were contracted to pay, calculated by using the minimum contract term and multiplying it by the monthly contract value.

⁸⁹ Submission from the Respondent dated 14 September 2026.

⁹⁰ CMA200, paragraph 7.33.

- 4.19 The CMA's assessment of the above factors in the round is that Category 4 is appropriate to reflect the level of harm for the relevant infringements.

Step 1B: Determining the level of culpability

- 4.20 The CMA will look at the extent to which the act or acts of the party were the result of deliberate action by the party or were a genuine mistake. The categories in Table 3 are relative levels of culpability and the CMA will make a judgement as to the appropriate category based on the evidence before it. The CMA is not required to identify a deliberate intention to break the law, in order to place behaviour in the 'high' culpability category.
- 4.21 Having considered the factors set out at paragraph 7.34 of CMA200, and in particular the factors listed in Table 3, the CMA considers that the **appropriate level of culpability for the relevant infringements is high**.
- 4.22 In reaching this conclusion, the CMA has taken account of the fact that CMA207 was published on 4 April 2025, in advance of the start of the Relevant Period AM1.⁹¹ This set out (as at the date of publication):
- (a) that when making ITPs, traders must tell consumers 'the total price of the product which includes any fees taxes, charges or other payments that the consumer will necessarily incur if the consumer purchases the product';⁹²
 - (b) that consumers should not be 'faced with unexpected mandatory charges only later in a purchasing journey';⁹³
 - (c) that 'a consumer may be presented with an invitation to purchase at multiple points during the purchase process' and that each ITP 'even if taking place early on in the consumer journey has to be lawful';⁹⁴ and
 - (d) that 'the practice of showing consumers an initial headline price for a product and subsequently introducing additional mandatory charges as consumers proceed with a purchase or transaction – sometimes called 'drip pricing' – is prohibited under the UCP provisions'.⁹⁵
- 4.23 In addition, it was clearly set out in the CMA's 'Approach to consumer protection' document, published on 7 April 2025 (**CMA's Approach Document**), that businesses should already be familiar with consumer law in relation to the prohibition of unexpected and untrailed mandatory charges added on at the end of

⁹¹ CMA207 was reissued with revisions on 18 November 2025, without the content on price transparency, which instead was published in CMA209.

⁹² CMA207, paragraph 4.18.

⁹³ CMA207, paragraph 4.21.

⁹⁴ CMA207, paragraph 4.22.

⁹⁵ CMA207, paragraph 4.28.

a purchasing journey and that the CMA may take enforcement action against this type of drip pricing.⁹⁶

- 4.24 The CMA has also taken account of the fact that CMA209 was published on 18 November 2025, which set out (in addition to the information already set out in CMA207) additional guidance on periodic payments. The Respondent was made aware of CMA209 in a letter sent by the CMA on 28 November 2025,⁹⁷ and again in a letter sent by the CMA on 8 April 2026,⁹⁸ in which the CMA encouraged the Respondent to review its presentation of DDMs. These letters were not adequately acted upon.
- 4.25 As set out at paragraphs 2.44 to 2.46 above, there does not appear to be any reason why the additional mandatory joining fee could not have been included as part of the total price from the outset. As such, the CMA believes that the relevant infringements fall squarely within the type of commercial practice covered by the guidance in CMA207, and later CMA209, and the Respondent should have been aware of this.
- 4.26 The CMA considers the following factor indicating high culpability, as set out in Table 3 of CMA200 has been met:
- ‘Where the CMA, Trading Standards or another regulator or self-regulatory body has provided advice or issued a decision that the practice does not comply with the law or relevant applicable industry standards, or where they had published a statement or guidance that the practice does not comply, or is unlikely to comply, with the law or relevant applicable industry standards.’** [emphasis added]
- 4.27 To the extent that a party exhibits behaviour which matches factors in more than one category, the party will be designated to the higher of the categories.⁹⁹ Given this, the CMA does not consider it necessary to assess further factors relevant to culpability.

Step 1C: Determining the starting point code (A, B, C or D)

- 4.28 Step 1C of the penalty calculation is set out in Table 4, paragraph 7.34 of CMA200, which sets out how the CMA should determine the starting point code. Applying the CMA’s findings on harm and culpability above, the CMA’s view is that the relevant starting point code for the relevant infringements is C.

⁹⁶ [The CMA's approach to consumer protection](#), paragraphs 3.9 and 3.10.

⁹⁷ CND-000000359.

⁹⁸ CND-000000380.

⁹⁹ CMA200, paragraph 7.34.

Step 1D: Applying the starting point code

- 4.29 The starting points for code C range from £75,000 or 7.5% (whichever is higher) up to £150,000 or 15% (whichever is higher).
- 4.30 Applying the considerations set out above, including in relation to the relatively modest number of customers affected, the CMA considers that the appropriate starting point should be at the bottom of the penalty range available, at 7.5%.

Calculation at the end of step 1 for the infringements

- 4.31 The starting point for determining the level of penalty for the relevant infringements is therefore:
- £576,640 (7.5% of £7,688,529)

Step 2: Adjustment for deterrence and to take account of the size of the party.

- 4.32 Having determined an appropriate starting point, the CMA will consider, in particular, whether it is likely to deter future infringements by the party and others.¹⁰⁰ To constitute an effective deterrent in this context, any penalty imposed should also exceed a party's likely actual gains from an infringement by a material amount.¹⁰¹
- 4.33 The CMA has had regard to the relevant factors set out in paragraphs 7.36 to 7.40 of CMA200 and, in particular, whether the starting point is likely to be sufficient to deter future infringements by the party and others. In particular, the CMA has had regard to the size and financial position of the party, the fact that the Respondent principally operates in the UK,¹⁰² the fact that the penalty exceeds both the benefit the Respondent is likely to have achieved from the infringing conduct and the overall turnover generated by the sale of the products by a substantial amount, and the fact that the CMA requires the Respondent to pay redress by way of its directions.
- 4.34 The CMA considers that the penalty at the end of step 1 is sufficient to achieve deterrence. As such, the CMA has concluded that no further increase is necessary.

¹⁰⁰ CMA200, paragraph 7.36.

¹⁰¹ CMA200, paragraph 7.40.

¹⁰² Response to Q1 to Q3 of Information Notice 1 (CND-000000362).

Step 3: Adjustment for aggravating/mitigating factors

- 4.35 The monetary penalty may be increased at step 3 where there are aggravating factors or decreased where there are mitigating factors.¹⁰³ Paragraph 7.42 of CMA200 states factors that the CMA may consider at this step.
- 4.36 The CMA has not identified any aggravating or mitigating factors in this case and concludes that no further adjustment is necessary.

Step 4: Adjustment to ensure the penalty is proportionate and check that the penalty is within the statutory maximum

- 4.37 At step 4, the CMA will take a step back to check whether, in its view, the overall penalty reached after steps 1 to 3 is proportionate in the circumstances.¹⁰⁴ This is not a mechanistic assessment, but one of evaluation and judgement. The CMA is not restricted to imposing the lowest penalty that could reasonably be justified and it will select the figure which it considers is appropriate in the circumstances of the case.¹⁰⁵
- 4.38 The CMA considers that the step 3 penalty is disproportionate, having regard to all the relevant circumstances, including that:¹⁰⁶
- (a) the total amount paid in additional mandatory joining fees by consumers during the Relevant Period was £9,220;¹⁰⁷
 - (b) the step 3 penalty, at over £576,000 is significantly greater than any likely gains from the relevant infringements;
 - (c) the Respondent generates around [X] of Vistastar Leisure PLC's annual turnover.¹⁰⁸ Additionally, only a small proportion of the Respondent's turnover is derived from affected online memberships;¹⁰⁹
 - (d) the aggregate minimum contract value due from consumers for affected memberships in the Relevant Period was [X].¹¹⁰ This figure overestimates actual revenue due to cancellations and arrears;¹¹¹

¹⁰³ CMA200, paragraph 7.41.

¹⁰⁴ CMA200, paragraphs 7.43 to 7.45.

¹⁰⁵ CMA200, paragraph 7.44.

¹⁰⁶ CMA200, paragraph 7.46.

¹⁰⁷ Response to Q4 of Information Notice 3 (CND-000000407).

¹⁰⁸ Response to Q1 to Q3 of Information Notice 1 (CND-000000362).

¹⁰⁹ Response to Q4 of Information Notice 3 (CND-000000407).

¹¹⁰ Response to Q4 of Information Notice 3 (CND-000000407).

¹¹¹ Submission from the Respondent dated 14 September 2026.

- (e) the CMA requires the amount paid in additional mandatory joining fees by consumers be refunded to consumers as redress;
- (f) the final penalty must be large enough to have a deterrent effect.

- 4.39 As recognised in the CMA's Approach Document, penalties are likely to be lower in the initial period of the regime, given the CMA can only impose a monetary penalty where infringing conduct takes place after the commencement date and therefore the duration of the conduct is likely to be shorter.¹¹² Accordingly, the same proportionality considerations may not all apply in future cases, where the CMA takes enforcement action in respect of infringements of section 230 of the DMCC Act.
- 4.40 The CMA has also taken account of the fact that CMA200 sets the starting points for code C range from £75,000 or 7.5% (whichever is higher) up to £150,000 or 15% (whichever is higher). The lower bounds of these ranges help to ensure that penalties for different categories of conduct ensure a sufficient level of deterrence, even for smaller businesses. In the context of this case, a penalty a £75,000 would amount to a downward adjustment of approximately 87% to the step 3 penalty. The CMA considers that there are no additional factors that would justify a further reduction in the penalty below this level.
- 4.41 Assessing all of the above factors in the round, the CMA considers that a penalty of £75,000 would be appropriate.
- 4.42 Following the proportionality assessment, the CMA will also adjust the penalty, if necessary, to ensure that it does not exceed the maximum penalty allowed by statute. The final amount of the Penalty calculated according to the method set out above may not exceed £300,000 or, if higher, 10% of the worldwide turnover of the party.¹¹³
- 4.43 No further adjustment has been made at this step as the Penalty does not exceed the statutory cap.
- 4.44 The Penalty for the relevant infringements at the end of step 4 is therefore £75,000.

Step 5: Application of a settlement discount

- 4.45 The penalty that the CMA imposes will be set at the conclusion of Step 4. However, the CMA may apply a discount to the amount of the penalty of up to 40% where the party has settled with the CMA, which will include, amongst other things, the admission and cessation of the infringements, as well as agreeing to

¹¹² The CMA's Approach Document, paragraphs 3.12 to 3.14.

¹¹³ CMA200, paragraphs 7.47 to 7.48.

adhere to the conditions of settlement. This means that if the party does not adhere to specified conditions of settlement, the party will be required to pay the full penalty without the discount.¹¹⁴

- 4.46 The level of the discount the CMA will apply will depend upon the point at which the party engages with the CMA and settlement is agreed, as well as the other factors set out in Chapter 4 of CMA200 (Undertakings and settlement).¹¹⁵
- 4.47 In this case settlement discussions commenced before the PIN was issued. As set out in paragraph 1.3 above the Respondent has admitted that it has engaged in conduct which constitutes a relevant infringement for the purposes of section 148 of the DMCC Act in the terms set out in the PIN given to the Respondent on 30 July 2026,¹¹⁶ and has agreed to comply with the Conditions of Settlement.¹¹⁷
- 4.48 As set out at paragraph 4.4 above, in light of these clear and unequivocal admissions, the Respondent's agreement to an expedited process for concluding the investigation and to comply with the Conditions of Settlement, the CMA has applied a discount to the Respondent's penalty of 40%. The Settlement Discount is dependent on the Respondent's continued compliance with the Conditions of Settlement and will be withdrawn in the event of non-compliance in line with the CMA's settlement policy.¹¹⁸

Calculation at the end of step 5 for the relevant infringements

- 4.49 The penalty for the relevant infringements is therefore £75,000, and with the application of the Settlement Discount on the terms outlined above the amount of the penalty the Respondent must therefore pay is £45,000.

Conclusion on the imposition of a penalty

- 4.50 The CMA is satisfied that the Respondent has engaged in the relevant infringements and considers that the imposition of a fixed penalty of **£75,000** is appropriate on the basis of the steps set out above. With the application of the Settlement Discount on the terms outlined above the amount of the penalty the Respondent must therefore pay is **£45,000**.

¹¹⁴ CMA200, paragraph 7.49.

¹¹⁵ CMA200, paragraph 7.50.

¹¹⁶ Subject to limited amendments agreed between the CMA and the Respondent, which are now reflected in this FIN.

¹¹⁷ As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 24 September 2026.

¹¹⁸ CMA200, paragraphs 4.73 and 7.49.

- 4.51 [X] ¹¹⁹
- 4.52 Payment of this penalty should be made to: ¹²⁰ [X]
- 4.53 The Respondent may pay the penalty (or portions of it) earlier than the date or dates by which it is required to be paid. ¹²¹
- 4.54 If the date on which payment of the penalty is required has passed and the penalty imposed has not been paid, the CMA may commence proceedings to recover from the Respondent, as a civil debt, the unpaid balance.

Application to change the date(s) on which payment is due

- 4.55 [X] right to apply to the CMA to specify a different date by which the penalty is required to be paid. The CMA will consider any applications for time to pay made no later than **13 October 2026**.
- 4.56 In considering whether to grant additional time to pay any portion of a penalty pursuant to a time to pay application, and any new deadline(s) by which such payments are to be made, the CMA will consider the relevant circumstances. These considerations will include whether the party is also subject to enhanced consumer measures which include redress measures, and whether timely payment of any such redress would be likely to be adversely affected by the deadline for payment of the penalty. ¹²²

Circumstances where the settlement discount may be withdrawn

- 4.57 The CMA may withdraw the application of the Settlement Discount, if:
- (a) the Respondent has not paid any part of the penalty by the date it is due, as specified at paragraph 4.51; or
 - (b) the CMA considers that the Respondent or any member of the Respondent's group of interconnected bodies corporate ¹²³ who has been given the FIN has not complied with one or more of the obligations in the Conditions of Settlement. ¹²⁴

¹¹⁹ As set out in section 203(1)(e) and section 203(2)(b) of the DMCC Act, the date by which the penalty is required to be paid is, no earlier than the end of the applicable period, being 60 days, beginning with the date on which the order was served on or the notice was given to the Respondent.

¹²⁰ Section 203(1)(d) of the DMCC Act.

¹²¹ Section 203(1)(f) of the DMCC Act.

¹²² Direct consumer enforcement guidance (CMA200), paragraph 6.26.

¹²³ As defined in section 200 of the DMCC Act.

¹²⁴ As specified in the *Letter of Acceptance of conditions that apply to settlement and offer to settle* provided by the Respondent to the CMA on 24 September 2026.

- 4.58 If the CMA withdraws the Settlement Discount, the Respondent (any member of the Respondent's group of interconnected bodies corporate) will become liable to pay the total penalty of £75,000 (less any amount already paid) and any reference in this FIN to a requirement to pay the penalty specified at paragraph 4.50 shall become a requirement to pay the total penalty of £75,000 forthwith and in full.

5. INTERCONNECTED BODIES CORPORATE

- 5.1 Section 200 of the DMCC Act permits a FIN to include provision for the requirements (or any particular requirements) imposed by the FIN on a respondent also to be binding upon all other members of the respondent's group of interconnected bodies corporate (in addition to the respondent), as if each of them were the respondent.
- 5.2 Pursuant to section 200 of the DMCC Act, the CMA proposes that the following requirements on the Respondent by this FIN should also be binding upon all members of the Respondent's group of interconnected bodies corporate (in addition to the Respondent), as if each of them were the Respondent:
- (a) The directions in paragraphs 3.2 to 3.4 not to repeat the infringing practices.
 - (b) The directions set out in Annex B to take ECMs, in particular the payment of redress.
 - (c) The requirement to pay the Penalty specified at paragraph 4.50.
- 5.3 The Respondent and each member of the Respondent's group of interconnected bodies corporate shall be jointly and severally liable for the Respondent's failure to comply with the directions to take ECMs as set out in Annex B and the requirement to pay the Penalty specified at paragraph 4.44.
- 5.4 The CMA is satisfied that it is just, reasonable and proportionate to include this provision having regard to the importance of effective enforcement of the requirements and the fact that the other members of the Respondent's group of interconnected bodies corporate would only become liable if:
- (a) in the case of the requirements set out in Annex B (directions to take enhanced consumer measures) and the requirement to pay the Penalty specified at paragraph 4.50, the Respondent was to fail to comply with the requirements; or
 - (b) in the case of the directions in paragraphs 3.2 to 3.4 not to repeat the practices, the interconnected body corporate starts to promote or supply gym memberships to consumers and fails to comply with those directions when doing so.
- 5.5 A member of the Respondent's group of interconnected bodies corporate will only be bound by the requirements set out in paragraph 5.2 once it has been given a copy of the FIN in accordance with section 200 of the DMCC Act and Rule 9 of CMA201.

- 5.6 For the purposes of this section a member of the Respondent's group of interconnected bodies corporate means any body corporate which at any time while the requirements are in force is, or becomes, a member of a group consisting of two or more bodies corporate, including the Respondent, all of whom are interconnected with each other (as defined in section 200 of the DMCC Act).

6. RIGHTS OF A PERSON TO WHOM THIS NOTICE IS GIVEN

Right to request a different payment date(s)

- 6.1 The Respondent may, within 14 days of the date on which this FIN is given to the Respondent, apply to the CMA to specify a different date or dates by which the penalty, or different portions of it, are required to be paid.¹²⁵ Where such an application has been made, the penalty is not required to be paid until the application has been determined, withdrawn or otherwise disposed of.
- 6.2 Where a monetary penalty imposed under section 182 of the DMCC Act has not been paid by the date on which it is required to be paid, the CMA may (subject to the Respondent's right of appeal) recover from the person on whom the penalty was imposed any of the penalty and any interest which has not been paid.¹²⁶ Any such penalty and interest may be recovered summarily (or, in Scotland, recovered) as a civil debt by the CMA and the unpaid balance from time to time will carry interest at the statutory rate.¹²⁷

Right of Appeal

- 6.3 Pursuant to section 202 of the DMCC Act, a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice.¹²⁸ Further details about this right can be found in **Annex C**.¹²⁹
- 6.4 As set out at paragraph 1.3, the Respondent has agreed as part of the Conditions of Settlement not to exercise its right to appeal or otherwise challenge any matter set out in the FIN. If the Respondent or any member of the Respondent's group of interconnected bodies corporate appeals or otherwise challenges any matter set out in the FIN the CMA will withdraw the Settlement Discount, and may apply to the court to strike out, seek summary judgment on or otherwise have any appeal notice disposed of on a preliminary basis.

¹²⁵ Section 203(4) of the DMCC Act.

¹²⁶ Section 206 of the DMCC Act.

¹²⁷ [HMRC interest rates for late and early payments - GOV.UK](https://www.gov.uk/government/news/hmrc-interest-rates-for-late-and-early-payments)

¹²⁸ Section 203(1)(h) of the DMCC Act.

¹²⁹ It is a statutory requirement, under section 182(7)(d) of the DMCC Act, that a FIN state that the respondent has a right to appeal against the notice and the main details of that right.

29 September 2026

SIGNED

[✂]

Hayley Fletcher

Senior Director, Consumer Protection and Senior Responsible Officer for Case
51668, for and on behalf of the Competition and Markets Authority

ANNEX A: WEBSITE SCREENSHOTS

A1: ANNUAL MEMBERSHIP - THE OLD WEBSITE

PERIOD AM1 (06 April 2025 - 27 November 2025)¹³⁰

Figure 1: Homepage¹³¹

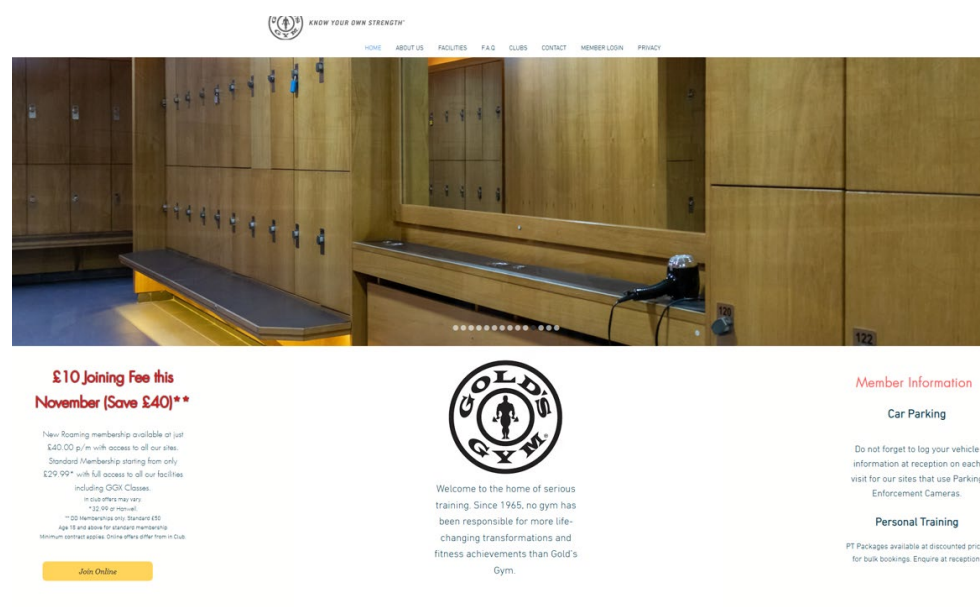


Figure 2: 'Join Us' page – first invitation to purchase (ITP1)¹³²

1 2 3 4 5

Join Us

Please select your required options below. The memberships available will then appear.

If you have been a Gold's Gym Member before, please call the relevant site to ensure any old arrears are cleared before rejoining.

Proof of I.D and Address will be required on your first visit.

Select Location:

Select Membership Type:

Start Date:

Select Membership:

¹³⁰ Consumer purchasing journey on the Website from homepage to 'Final Payment' page for an AM, captured by the CMA for the Dagenham club on 11 November 2025.

¹³¹ Screenshot of homepage (CND-000000081).

¹³² Screenshot of 'Join Us' webpage (CND-000000102).

Figure 3: ‘Join Us’ page, ‘About Your Membership’ section – second invitation to purchase (ITP2)^{133, 134}

To note the information in the section ‘About Your Membership’ appears once an option has been selected from the drop-down menu titled ‘Select Membership’.

1

2

3

4

5

Join Us

Please select your required options below. The memberships available will then appear.
If you have been a Gold's Gym Member before, please call the relevant site to ensure any old arrears are cleared before rejoining.
Proof of I.D and Address will be required on your first visit.

Select Location:

Dagenham

Select Membership Type

Adult Memberships Annual

Start Date

11

November

2025

Select Membership

£29.99 Full Peak Annual Membership (£359.88)

About Your Membership

Membership

£29.99 Full Peak Annual Membership (£359.88)

Membership Start Date

11/11/2025

Paid in Full Total

£359.88

Total Joining Fee

£50.00

Total Due Now

£359.88

NEXT

Figure 4: ‘Select Membership’ page – third invitation to purchase (ITP3)¹³⁵

1

2

3

4

5

1. Select Membership

Your membership details:

£29.99 Full Peak Annual Membership (£359.88)

2. Tell us about yourself

Contact Details

Title

Mr

First Name

Last Name

Date Of Birth

11

November

2007

Address 1

Address 2

Address 3

Post Code

¹³³ Screenshot of ‘Join Us’ webpage (CND-000000102).
¹³⁴ This page was changed on 18 November 2025 so that the ‘Total Due Now’ was £409.88 as it included the cost of the mandatory joining fee.
¹³⁵ Screenshot of ‘Select Membership’ webpage (CND-000000103).

Figure 5: ‘Payment’ page – fourth invitation to purchase (ITP4)¹³⁶

1

2

3

4

5

Payment

	Net	Vat	Gross
Joining Fee	£41.67	£8.33	£50.00
£29.99 Full Peak Annual Membership (£359.88)	£299.90	£59.98	£359.88

Grand Total: £409.88

←BACK

PURCHASE

Figure 6: ‘Final Payment’ page – fifth invitation to purchase (ITP5)¹³⁷

EZ

RUNNER

Please complete your transaction within 10 minutes

Secure Payment to:

GOLDS GYM UK LTD - DAGENHAM

Purchase Amount:

GBP 409.88

CARDHOLDER'S NAME*

CARD NUMBER*

EXPIRY DATE*

CVV*

ADDRESS* (Registered Billing Address)

POST / ZIP CODE*

CONTACT EMAIL ADDRESS*

PHONE NUMBER*

PAY NOW

¹³⁶ Screenshot of ‘Payment’ webpage (CND-000000104).

¹³⁷ Screenshot of ‘Final Payment’ webpage (CND-000000106).

A2: ANNUAL MEMBERSHIP - THE NEW WEBSITE

PERIOD AM2 (7 January 2026 to 15 April 2026)¹³⁸

Figure 7: Homepage¹³⁹

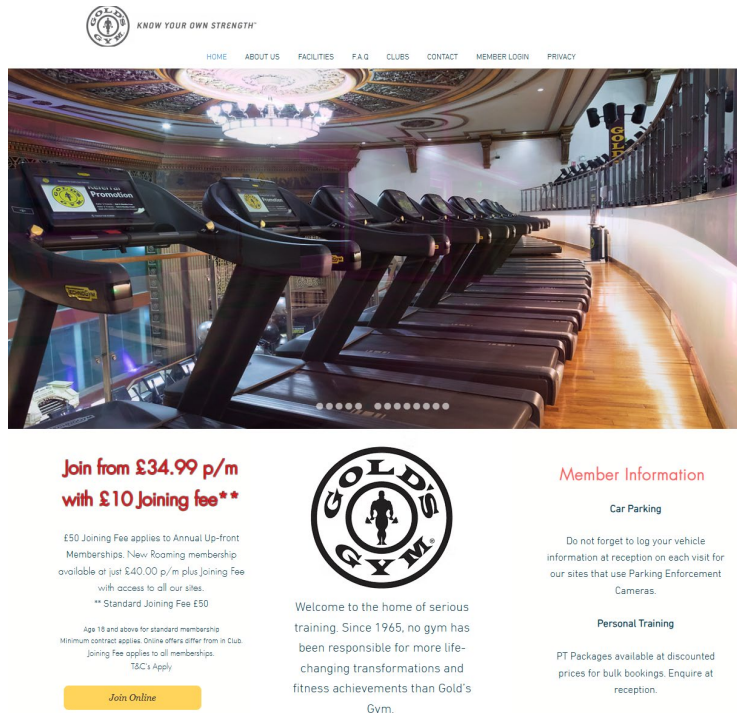
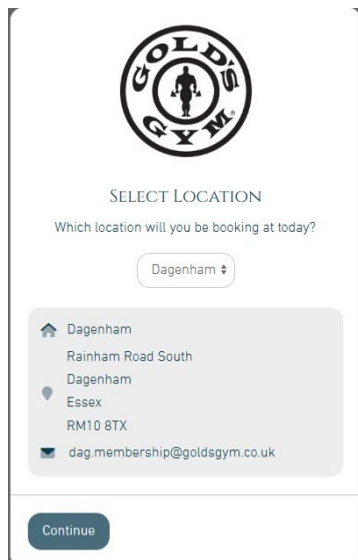


Figure 8: 'Select Location' page¹⁴⁰



¹³⁸ Consumer purchasing journey on the Website from homepage to 'Final Payment' page for an AM, captured by the CMA for the Dagenham club on 1 April 2026.

¹³⁹ Screenshot of homepage (CND-000000239).

¹⁴⁰ Screenshot of 'Select Location' webpage (CND-000000241).

Figure 9: 'Sign Up' page¹⁴¹

SIGN UP

Please select your preferred start date and then select membership type and payment method. If your desired membership category is not listed after selecting your preferred start date please contact us directly.

PROMOTIONAL CODE

Do you have a promotional code?

Next

1 START DATE

When would you like your membership to start?

Next

Powered by **EZ RUNNER**

Figure 10: 'Sign Up' page, 'Membership Type' selection¹⁴²

To note the 'Membership Type' section appears on the webpage once a start date has been entered.

2 MEMBERSHIP TYPE

Please select your membership type.

ADULT MEMBERSHIPS ANNUAL
Min Age: 18

ADULT MEMBERSHIPS DD
Min Age: 18

¹⁴¹ Screenshot of 'Sign Up' webpage (CND-000000242).

¹⁴² Screenshot of 'Membership Type' section of 'Sign Up' webpage (CND-000000243).

Figure 11: ‘Sign Up’ page, ‘Your Membership’ selection – first invitation to purchase (ITP1)¹⁴³

To note ‘Your Membership Type’ section appears on the webpage once a membership type has been selected.

3 YOUR MEMBERSHIP

Now select your membership(s) from the choices below.

£419.88 ANNUAL MEMBERSHIP +
£50 JOINING FEE (£469.88)

£419.88

Start	Joining Fee	Length
01/04/2026	£50.00	16 Months

Qty

£480 ROAMING ACCESS ALL SITES
+ £50 JOINING FEE (£530)

£480.00

Start	Joining Fee	Length
01/04/2026	£50.00	16 Months

Qty

Next

Powered by EZ RUNNER

Figure 12: ‘Your Details’ page – second invitation to purchase (ITP2)¹⁴⁴

4 YOUR DETAILS

Please enter your details including the **questionnaire** section on the second tab.

£419.88 ANNUAL MEMBERSHIP + £50 JOINING FEE
(£469.88)

Information Questionnaire

Mr

First Name *

[X]

Last Name *

[X]

There is a minimum age of 18 for this membership.

¹⁴³ Screenshot of ‘Your Membership’ section of ‘Sign Up’ webpage (CND-000000243).

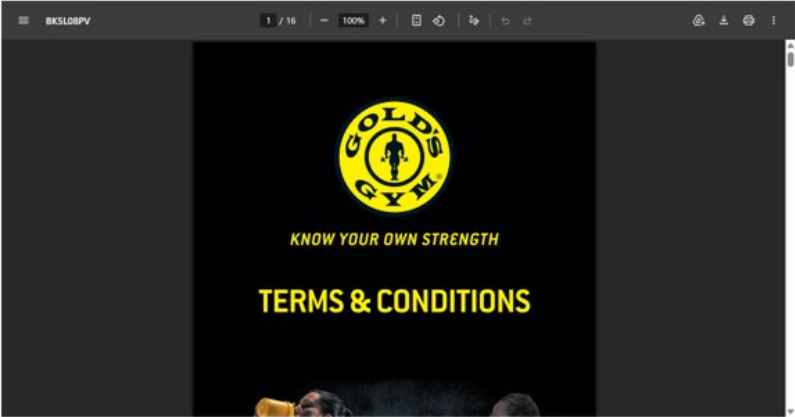
¹⁴⁴ Screenshot of ‘Your Details’ webpage (CND-000000244).

Figure 13: 'Summary' page – third invitation to purchase (ITP3)¹⁴⁵

SUMMARY
Please confirm your selection before proceeding to payment.

Your Membership	£419.88 Annual Membership + £50 Joining Fee (£469.88)
Location	Dagenham
Name	[REDACTED]
Start Date	01/04/2026
Length	16 Months
Joining Fee	£50.00
Amount Due	£469.88

PAYMENT
Please ensure you have read and accepted the Terms and Condition shown below.



☐ I have read and agree to the Terms and Conditions.

Figure 14: 'Payment Request' page¹⁴⁶


PAYMENT REQUEST

You will now be redirected to make your payment. When this is done you will be returned to our website.

It is very important that you:

- Do not use the back and forward buttons on your browser.
- Do not take longer than 10 minutes to make payment.
- Wait until you receive confirmation that your payment is complete.



¹⁴⁵ Screenshot of 'Summary' webpage (CND-000000246).

¹⁴⁶ Screenshot of 'Payment Request' webpage (CND-000000247).

Figure 15: 'Final Payment' page – fourth invitation to purchase (ITP4)¹⁴⁷

GOLDS GYM UK LTD - DAGENHAM

Purchase Amount: **GBP 469.88**
Order Reference: 5071684:258840:4

Card Number

Expiry (MM/YY) CV

Pay By Card

Cancel

cardstream PCI DSS

¹⁴⁷ Screenshot of 'Final Payment' webpage (CND-000000248).

A3: DIRECT DEBIT MEMBERSHIP - THE OLD WEBSITE

PERIOD DDM1 (18 November 2025 to 6 January 2026)¹⁴⁸

Figure 16: Homepage – first invitation to purchase (ITP1)¹⁴⁹

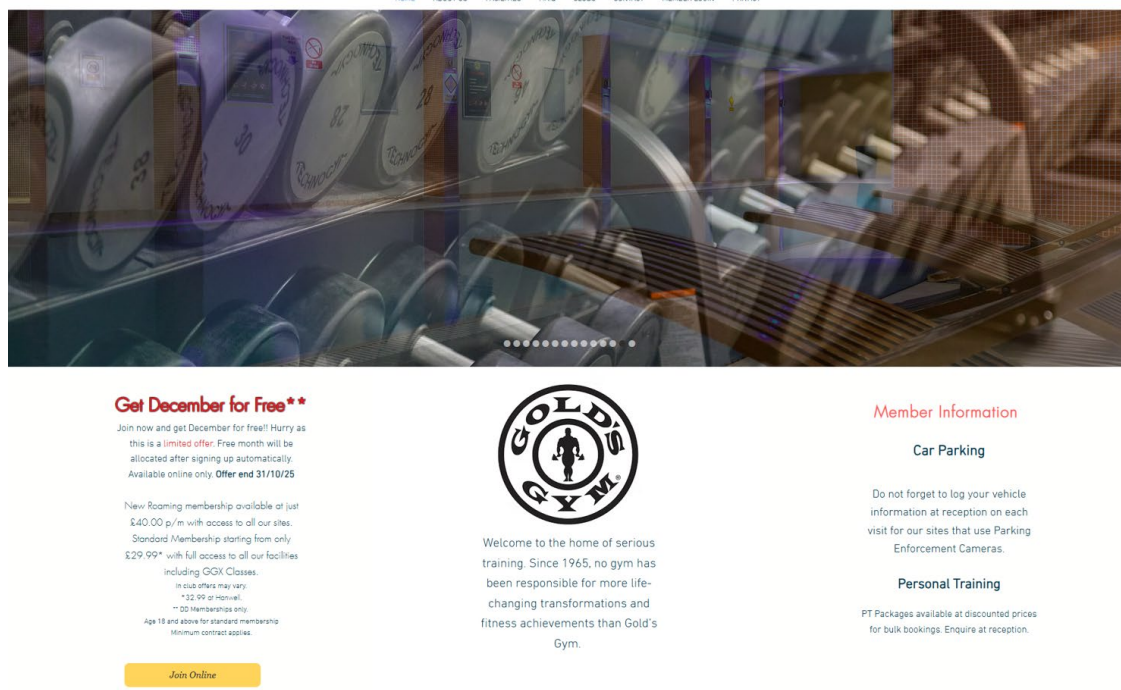


Figure 17: 'Join Us' page – second invitation to purchase (ITP2)¹⁵⁰

The screenshot shows the "Join Us" page. At the top is a progress bar with 5 steps, where step 1 is highlighted. Below the progress bar is the "Join Us" heading and instructions. The form includes: "Select Location:" with a dropdown menu showing "Dagenham"; "Select Membership Type" with a dropdown menu showing "Adult Memberships DD"; "Start Date" with three dropdown menus showing "29", "October", and "2025"; and "Select Membership" with a dropdown menu showing "£29.99 Full Peak Membership DD (Minimum 12 Direct Debits) (£29.99)".

¹⁴⁸ Consumer purchasing journey on the Respondent's Website from homepage to 'Direct Debit Details' webpage for a DDM, captured by the CMA for the Dagenham club on 29 October 2025. The Respondent has confirmed that no changes were made to the Website from when this capture was done until the Website was updated on 7 January 2026 and so this consumer purchasing journey is representative for the period DDM1.

¹⁴⁹ Screenshot of homepage (CND-000000056).

¹⁵⁰ Screenshot of 'Join Us' webpage (CND-000000059).

Figure 18: ‘Join Us’ page, ‘About Your Membership’ section – third invitation to purchase (ITP3)¹⁵¹

To note the information in the section ‘About Your Membership’ appears once an option has been selected from the drop-down menu titled ‘Select Membership’.

1

2

3

4

5

Join Us

Please select your required options below. The memberships available will then appear.

If you have been a Gold's Gym Member before, please call the relevant site to ensure any old arrears are cleared before rejoining.

Proof of I.D and Address will be required on your first visit.

Select Location:

Dagenham

Select Membership Type

Adult Memberships DD

Start Date

29

October

2025

Select Membership

£29.99 Full Peak Membership DD (Minimum 12 Direct Debits) (£29.99)

About Your Membership

Membership	£29.99 Full Peak Membership DD (Minimum 12 Direct Debits) (£29.99)
Membership Start Date	29/10/2025
Total Monthly Cost	£29.99
Total Joining Fee	£10.00
Pro Rata Amount	£31.99
Total Due Now	£41.99

NEXT

Figure 19: ‘Select Membership’ page – fourth invitation to purchase (ITP4)¹⁵²

1

2

3

4

5

1. Select Membership

Your membership details:

£29.99 Full Peak Membership DD (Minimum 12 Direct Debits) (£29.99)

2. Tell us about yourself

Contact Details

Title *

Mr

First Name *

Last Name *

Date Of Birth *

29

October

2007

Address 1 *

Address 2

Address 3

Post Code *

Phone *

Email *

¹⁵¹ Screenshot of ‘About Your Membership’ section of ‘Join Us’ webpage (CND-000000059).

¹⁵² Screenshot of ‘Select Membership’ webpage (CND-000000060).

Figure 20: ‘Direct Debit Details’ page¹⁵³

1

2

3

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5

Instruction to your bank or building society to pay by direct debit

All the normal Direct Debit safeguards and guarantees apply. No changes in the amount, date or frequency to be debited can be made without notifying you at least 10 working days in advance of your account being debited. In the event of any error, you are entitled to an immediate refund from your bank or building society. You have the right to cancel a Direct Debit instruction at any time simply by writing to your bank or building society, with a copy to us.

Your Direct Debit Details

Account Name

AccountNumber

Branch sort code (6 digits):

FIND BANKADDRESS

Bank/Building Society name:

Bank/Building Society address:

Post Code

Reference:

DAG53997

Instruction to your Bank or Building Society

Please pay Gold's Gym – UK Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Gold's Gym – UK and, if so, details will be passed electronically to my Bank or Building Society.

¹⁵³ Screenshot of ‘Direct Debit Details’ webpage (CND-000000061).

A4: DIRECT DEBIT MEMBERSHIP - THE NEW WEBSITE

Period DDM2 (7 January 2026 to 7 May 2026)¹⁵⁴

Figure 21: Homepage – first invitation to purchase (ITP1)¹⁵⁵

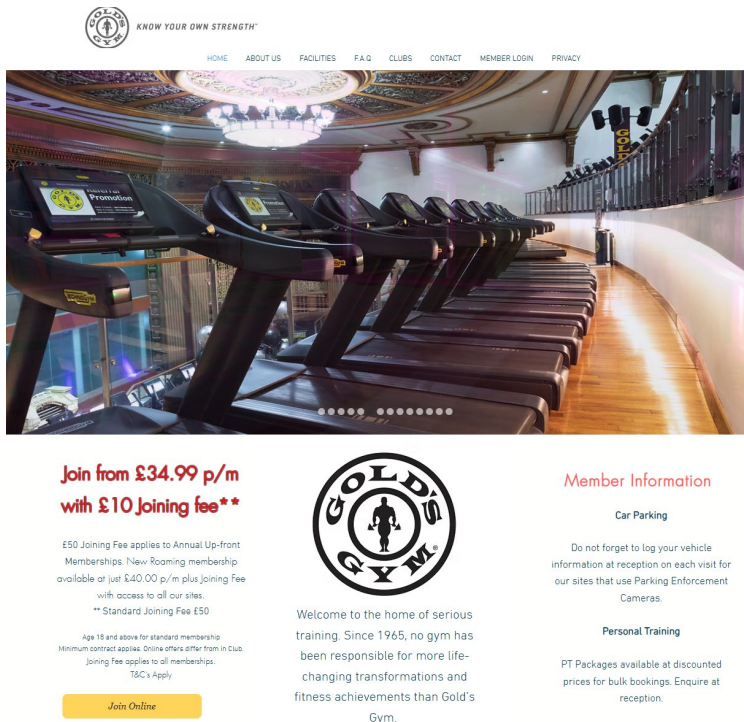
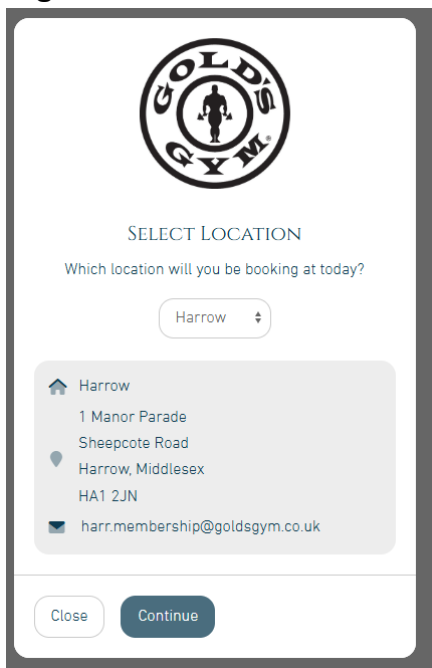


Figure 22: 'Select Location' page¹⁵⁶



¹⁵⁴ Consumer purchasing journey on the Respondent's Website from homepage to Direct Debit form webpage for a DDM, captured by the CMA for the Harrow club on 1 April 2026.

¹⁵⁵ Screenshot of homepage (CND-000000249).

¹⁵⁶ Screenshot of 'Select Location' webpage (CND-000000250).

Figure 23: 'Sign Up' page¹⁵⁷

SIGN UP

Please select your preferred start date and then select membership type and payment method. If your desired membership category is not listed after selecting your preferred start date please contact us directly.

PROMOTIONAL CODE

Do you have a promotional code?

Next

1 START DATE

When would you like your membership to start?

Next

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Figure 24: 'Sign Up' page, 'Membership Type' selection¹⁵⁸

To note the 'Membership Type' section appears on the webpage once a start date has been entered.

2 MEMBERSHIP TYPE

Please select your membership type.

ADULT MEMBERSHIPS ANNUAL

Min Age: 18

ADULT MEMBERSHIPS DD

Min Age: 18

¹⁵⁷ Screenshot of 'Sign Up' webpage (CND-000000251).

¹⁵⁸ Screenshot of 'Membership Type' selection on 'Sign Up' webpage (CND-000000252).

Figure 25: ‘Sign Up’ page, ‘Your Membership’ selection – second invitation to purchase (ITP2)¹⁵⁹

To note ‘Your Membership Type’ section appears on the webpage once a membership type has been selected.

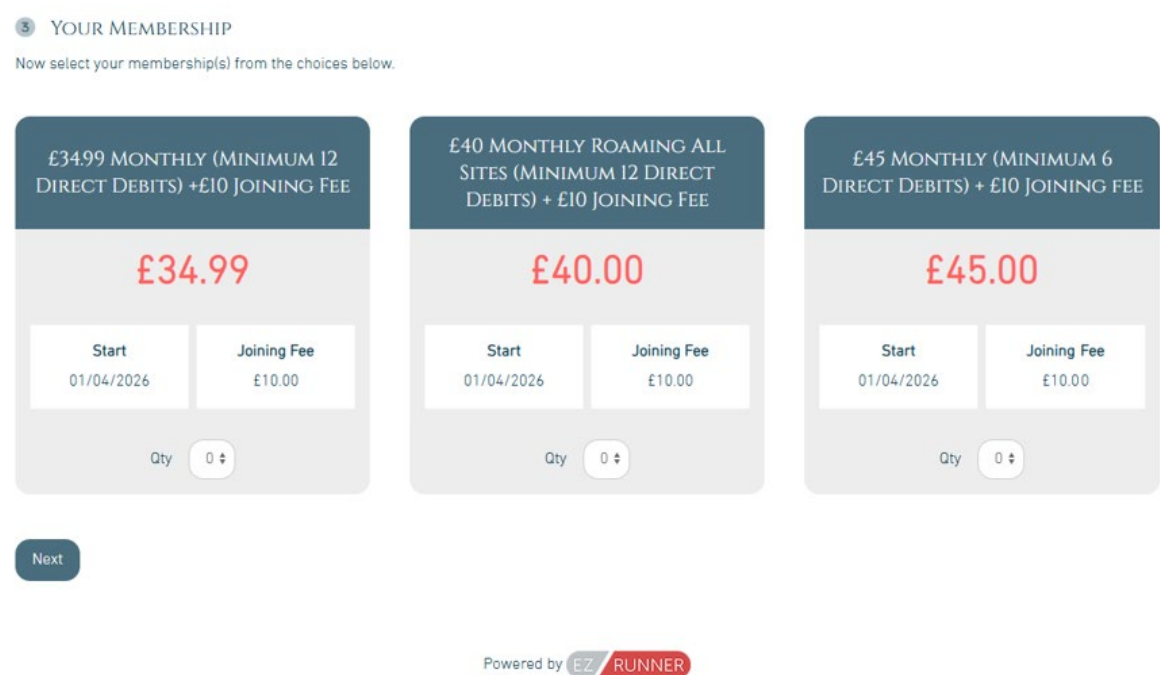
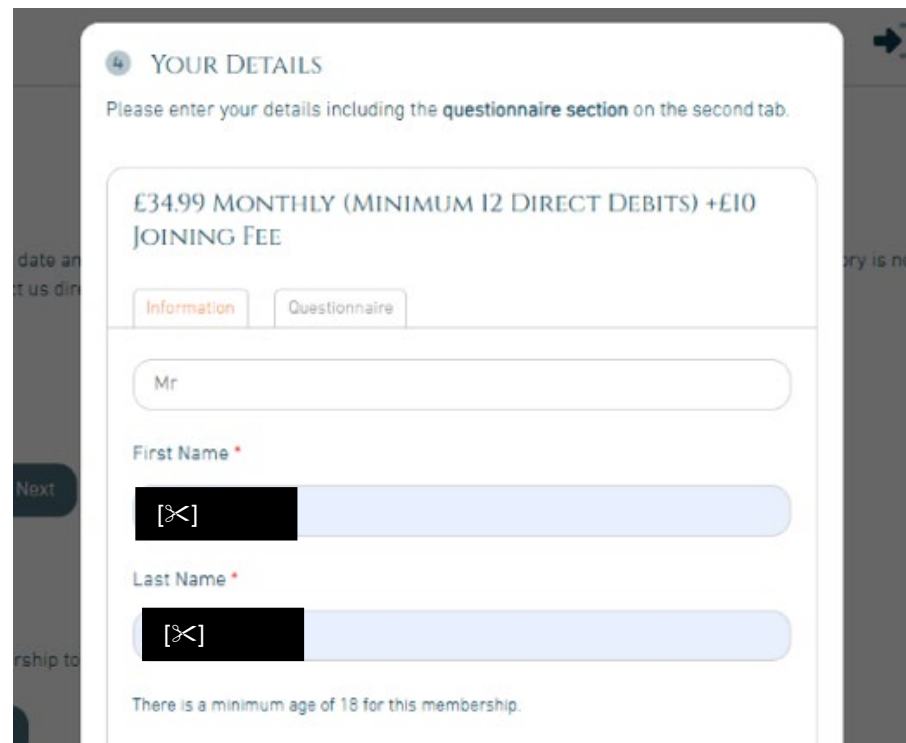


Figure 26: ‘Your Details’ page – invitation to purchase (ITP3)¹⁶⁰



¹⁵⁹ Screenshot of ‘Your Membership’ section of ‘Sign Up’ webpage (CND-000000252).

¹⁶⁰ Screenshot of ‘Your Details’ webpage (CND-000000253).

Figure 27: Direct Debit form¹⁶¹



INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

All the normal Direct Debit safeguards and guarantees apply. No changes in the amount, date or frequency to be debited can be made without notifying you at least 10 working days in advance of your account being debited. In the event of any error, you are entitled to an immediate refund from your bank or building society. You have the right to cancel a Direct Debit instruction at any time simply by writing to your bank or building society, with a copy to us.

I affirm I am the Account Holder of a UK Bank/Building Society Account.

☒ No ☐ Yes

I affirm I am the only person required to authorise debits from this account.

☒ No ☐ Yes

If you have answered 'No' to either of these questions you will need to complete a paper Direct Debit Instruction please contact us on 0208 901 6161.

Account Name

Account Number

Branch sort code (6 digits)

Find Bank Address

Bank/Building Society name

Bank/Building Society address

Postcode

Reference

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY

Please pay Golds Gym Direct Debits from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Golds Gym and, if so, details will be passed electronically to my Bank or Building Society.

Collection Date: 1st working day of each month

Your Direct Debit Instruction will be confirmed to you by email within 3 working days or not later than 10 working days prior to the first collection - as long as that takes place within the first month. Any changes to the frequency or amount of your collections will be advised to you 10 working days in advance.

CONTACT DETAILS

If you need to contact us our details are as follows:

1 Manor Parade
Sheepcote Road
Harrow, Middlesex
HA1 2JN
0208 901 6161

¹⁶¹ Screenshot of Direct Debit form webpage (CND-000000255).

ANNEX B: ENHANCED CONSUMER MEASURES

Redress Measures

Interpretation and defined terms

1. When a date or time period is specified, the obligation must be met by 17:00 hours in the time zone of the UK on the relevant day.
2. When a date is specified in this Annex B as being measured by reference to the FIN, the date of the FIN shall be counted as the first day of such a reference period.
3. If any date calculated in accordance with this Annex B should fall on a Saturday, Sunday or Bank Holiday in England, the relevant date shall instead be deemed to fall on the next working day immediately thereafter.
4. Defined terms for the purpose of the redress measures are set out below.
 - (a) 'Affected Purchase' means a purchase of a membership from the Website (defined below) during the Relevant Period which incurred a mandatory joining fee and the total price for the purchase including that mandatory joining fee was not provided to a consumer in all invitations to purchase preceding that purchase.
 - (b) 'Affected Consumer' means any individual who concluded a contract with the Respondent for an Affected Purchase and who has not already been provided a Refund.
 - (c) 'Directions' means the directions set out in paragraphs 5 to 11 below, imposed under section 182(4) of the DMCC Act (defined below).
 - (d) 'DMCC Act' means the Digital Markets, Competition and Consumers Act 2024.
 - (e) 'FIN' means the final infringement notice given to the Respondent under section 182 of the DMCC Act.
 - (f) 'Final Date' means the date twelve months from the date of the FIN.
 - (g) 'Interim Date' means the date six months from the date of the FIN.

- (h) 'Refund' means a repayment of the total sum that the Affected Consumer has paid the Respondent in respect of the mandatory joining fee associated with an Affected Purchase.
- (i) 'Relevant Period' means:
 - (i) for Affected Consumers who purchased annual memberships (AMs), 6 April 2025 to 27 November 2025 and 7 January 2026 to 15 April 2026; and
 - (ii) for Affected Consumers who purchased Direct Debit memberships (DDMs), 18 November 2025 to 7 May 2026.
- (j) 'Respondent' means Gold's Gym (UK) Limited, trading as Gold's Gym.¹⁶²
- (k) 'Website' means the website (www.goldsgym.co.uk) in any form including, but not limited to, 'desktop', 'mobile' and 'app' based formats.

Refunds to Affected Consumers

5. The Respondent shall:

- (a) within 30 days of the date of the FIN, send each Affected Consumer an email or letter,¹⁶³ as appropriate, communicating:
 - (i) the reason for the Refund on terms the same as those set out in the Exhibit to this Annex B, other than text in square brackets or braces, which may be amended as appropriate for each Affected Consumer; and
 - (ii) that Affected Consumers that purchased annual memberships are offered a choice to be refunded by bank transfer, by cheque, or by crediting their membership with an additional two months membership, and that Affected Consumers should contact the Respondent to make payment arrangements.
 - (iii) that Affected Consumers that purchased Direct Debit memberships will be automatically refunded £10 by way of Direct

¹⁶² Registered company number 04100418. See Footnote 1 for further details.

¹⁶³ If sent via email, the correspondence should be sent from a current customer service email address or another email address belonging to the Respondent which accepts replies into its inbox. If the Respondent uses a new email address to send out the correspondence, the email address should be visible on the Website so that Affected Consumers can confirm its authenticity.

Debit Reduction, where possible, if the consumer takes no further action; and

- (iv) that Affected Consumers can contact the Respondent to provide alternative contact details, make alternative payment arrangements, or discuss the refund.
- (b) within seven days of the date of the FIN, ensure a clear and prominent notification (the content of such notification to be agreed in advance with the CMA) regarding the availability of Refunds for Affected Consumers and the appropriate contact information is:
- (i) displayed on the homepage of the Website for at least 90 days from the date of the FIN; and
 - (ii) displayed on the member information noticeboard in each gym for at least 90 days from the date of the FIN; and
 - (iii) sent via e-mail to all consumers signed up to receive marketing communications.
- (c) process a Refund for all Affected Consumers within 6 months of the date of the FIN.
- (d) consider each customer contact received in response to the notification in paragraph 5(a)(iii) and 5(b) above, and within seven working days assess whether the customer is an Affected Consumer who has not received a Refund. If the Respondent has assessed the customer contact as being from an Affected Consumer who has not received a Refund, it will:
- (i) contact the Affected Consumer to inform the Affected Consumer that the Respondent will provide a Refund and agree the method of Refund; and
 - (ii) issue a Refund within 14 calendar days of receipt of the Affected Consumer's response.
- (e) make a donation to charity (the identity of such notification to be agreed in advance with the CMA) of a sum equal to the undeposited amount of all Refunds as at the Final Date.

General

6. Within 10 working days of the date of the FIN, the Respondent shall give to the CMA the name and contact details of the Respondent's employee whom the CMA should contact in relation to any requests regarding the compliance of the Directions. The Respondent shall ensure that there is always a staff member with responsibility for this role and will keep the CMA updated with current contact details for as long as the Respondent has obligations under the Directions.

Reporting to the CMA

7. The Respondent shall provide a written report to the CMA within 10 working days of the Interim Date. This report shall include the following information:
 - (a) the total number of Affected Consumers for whom a Refund has been processed in accordance with the time limit set out in paragraph 5(c) and the total value of those Refunds;
 - (b) the total number of Affected Consumers for whom a Refund has been attempted in accordance with the time limit set out in paragraph 5(c) but which have been unsuccessful, and the total value of those attempted Refunds;
 - (c) the total number of Affected Consumers who have not yet received a Refund and the total value of those outstanding Refunds; and
 - (d) an explanation:
 - (i) as to the reasoning of paragraph 7(c); and
 - (ii) the steps that the Respondent has taken to make the relevant outstanding Refunds; and
 - (iii) confirmation (where applicable) of when these Refunds will be made.
8. The Respondent shall provide a written report to the CMA within 10 working days of the Final Date:
 - (a) updating the CMA with the information referred to in paragraph 7(a) to (d); and
 - (b) confirming the value of the payment to charity agreed with the CMA in paragraph 5(e) (if any) and providing evidence of the Charity's receipt.

9. Until the CMA is satisfied that all measures to ensure that Refunds to Affected Consumers have been duly made, the Respondent shall provide to the CMA any other information or documents in its possession or available to it which the CMA considers are necessary in order to determine compliance or otherwise with the Directions within a reasonable time.

Exhibit to Annex B

[✂]

ANNEX C: RIGHT OF APPEAL

1. As part of the Conditions of Settlement the Respondent has agreed not to bring an appeal or otherwise challenge any matter set out in the FIN. Details about the right of appeal set out in the DMCC Act are set out below for completeness.
2. Pursuant to section 202 of the DMCC Act a person to whom a FIN is given may appeal to the appropriate appeal court against a decision to impose a monetary penalty by virtue of the notice, the nature or amount of any such penalty and the giving of directions by virtue of the notice. These appeals must be made to the High Court in England and Wales or Northern Ireland or to the Outer House of the Court of Session in Scotland.¹⁶⁴
3. The grounds for an appeal against the decision to impose a monetary penalty or the nature or amount of any such monetary penalty are that:
 - a. the decision to impose a monetary penalty was based on an error of fact,
 - b. the decision was wrong in law,
 - c. the amount of the penalty is unreasonable, or
 - d. the decision was unreasonable or wrong for any other reason.¹⁶⁵
4. The grounds for an appeal against the giving of directions are that:
 - a. the decision to give the directions was based on an error of fact,
 - b. the decision was wrong in law,
 - c. the nature of the directions is unreasonable, or
 - d. the decision was unreasonable or wrong for any other reason.¹⁶⁶
5. An appeal against a FIN under section 202 of the DMCC Act must be brought before the end of the period of 60 days beginning with the day on which a FIN was given to the person seeking to bring the appeal.¹⁶⁷ The appropriate court may extend the period of time for bringing an appeal.
6. Where an appeal is brought under section 202 of the DMCC Act a person to whom a FIN is given is not required to pay the penalty or compensation under directions imposing enhanced consumer measures until the appeal is determined or withdrawn unless the court orders otherwise.¹⁶⁸

¹⁶⁴ Section 202(9) of the DMCC Act.

¹⁶⁵ Section 202(2) of the DMCC Act.

¹⁶⁶ Section 202(3) of the DMCC Act.

¹⁶⁷ Section 202(6) and section 202(9)(a) of the DMCC Act.

¹⁶⁸ Section 202(8) of the DMCC Act.