



## TERMS & CONDITIONS OF MEMBERSHIP

To help you get the best out of your THE NICI Club membership and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions. The language we use should make these terms and conditions as clear as possible. If you have any questions, THE NICI Club team will be happy to help you.

All members must keep to the same terms and conditions, including those whose memberships are linked to other members. These terms and conditions apply at all times and take priority over anything THE NICI Club team might have told you.

These terms and conditions replace any previous versions.

### DEFINITIONS

**You** means you as the lead member.

**Linked member** means anyone who is linked to your membership.

**Your Whole Membership** means your membership and the membership of your linked members.

**We and us** means THE NICI Club, THE NICI Hotel, THE NICI Spa and NICI Hotels.

**Your THE NICI Club** means THE NICI Club which you have applied to join or have been transferred to.

### 1) RESPONSIBILITIES OF LEAD MEMBERS & LINKED MEMBERS

- a) Every person who signs the membership application will be jointly and individually responsible under this agreement.
- b) This means that:
  - i) if one of those people tells us to do anything in relation to the membership (including ending it) we will take that as authority from all of them;
  - ii) each of those people will be responsible for paying all the appropriate membership fees for themselves, for any other people who have signed the form and for all linked members; and
  - iii) each of those people will be responsible for paying any extra charges and fees which they, any other people who have signed the form, a linked member or a guest has to pay for using facilities and services not covered by the membership category.
- c) The responsibility in clause 1b for the fees and charges of any linked member continues until:
  - i) the linked member's link with the lead member changes in any of the ways set out in clause 8 'CHANGING YOUR MEMBERSHIP'; or
  - ii) the linked member ends their membership by following the procedure in clause 14 'ENDING YOUR MEMBERSHIP'.
- d) The rules in clause 1a to c inclusive also apply to anyone who makes an application online.



- e) All of these terms and conditions of membership apply to you and all linked members unless we tell you otherwise.
- f) You and all linked members must keep to the rules and regulations for using the facilities set out in TERMS & CONDITIONS FOR SPA, POOL & GYM USE.

## 2) NOTICE

- a) We calculate your membership in whole calendar months. This means that the following applies:
  - i) Anywhere in these terms and conditions where we ask you to give notice of one calendar month or more, if you give notice during a month, we will treat it as if we received it on the first day of the following month and the notice period will run from that day. For example, if you need to give us one month's notice to end your membership and we receive your notice on 22 March, your notice will start from 1 April, it will run out on 30 April, your membership will end on 30 April and you will pay one more direct debit (on 1 April) after giving notice. The only exception to this is if you give us notice at the beginning of a month. This means that if we receive notice from you up to and including the fourth day of a month, we will treat it as if we received it on the first day of that month and the notice period will run from that day.
  - ii) Anywhere in these terms and conditions where you can give notice to end your membership from the end of the month, when you give notice we will end your membership at the end of the month during which we receive your notice as long as you have met all other requirements associated with it. For example, if we receive your notice on 22 March (with any supporting evidence we have asked for), your membership will end on 31 March and you will not have to pay any more direct debits after 31 March. There are no exceptions to this rule. For example, if you give us notice on 1 April, your membership will end on 30 April and you will not have to pay any more direct debits after 30 April.
- b) If you want to give notice, it must be in writing (addressed to the General Manager at Your THE NICI Club). We will accept notice by email, but this is only valid if we confirm it has been received. If you need to give us evidence of certain things, you can provide them as attachments to an email.
- c) Your notice is not effective until we have received it. We strongly advise that when you give notice you get proof that we have received it. For example:
  - i) if you send us notice by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it);
  - ii) if you hand your notice in at Your THE NICI Club, ask for a receipt; or
  - iii) if you send us your notice by email, ask for a confirmation of receipt.
- d) We will confirm we have received your notice within 10 days of receiving it. If you do not receive this confirmation within 10 days, you must immediately let Your THE NICI Club know so they can check whether we have received it.
- e) From time-to-time we will need to contact you about your membership, so it is important you let us know if your address, contact phone number or email address changes.



- f) If we need to give notice to you:
  - i) it will be effective if we send it to the address or email we have in the records we hold about you; and
  - ii) if we give notice during a month, our notice period will run from the first day of the following month.

### 3) MEMBERSHIP CATEGORIES

- a) You are entitled to use the facilities available under your category of membership. Your THE NICI Club will give you information about the range of facilities available to you and when you can use them. Each category of membership may have certain restrictions which only apply to that category of membership. We will tell you about these restrictions when you join or when you change your category of membership, whichever applies. You can also get details from our website.
- b) Not all membership categories may be available at all THE NICI Clubs at all times. We may choose to stop providing certain categories. If this is the case and you are a new member or an existing member, you will not be able to take advantage of these categories unless they become available.
- c) If you have a disability which means you need someone to help you use the facilities at Your THE NICI Club, you can sign your assistant in as a guest. You will not have to pay a fee. However, the assistant can only use the facilities to help you.

### 4) MEMBERSHIP TYPES & LENGTH OF MEMBERSHIP

#### 4.1 Annual Prepaid Membership (not available at all THE NICI Clubs)

- a) Your membership will begin on the day when you make your membership application.
- b) The 'initial period' is the full twelve months from the 1st of the month after the date you made your membership application, together with the part of a month as mentioned in clause 5d 'STARTING YOUR MEMBERSHIP'.
- c) Your membership will run for the initial period and will then automatically renew for a further twelve months, unless:
  - i) you end your membership at the end of the initial period (clause 4.1e);
  - ii) you switch to Flexible Membership at the end of the initial period, if offered at Your THE NICI Club (clause 4.1f);
  - iii) you switch to Flexible Membership during the initial period if offered at Your THE NICI Club (clause 4.1g);
  - iv) you end your membership early (clause 15 'ENDING YOUR MEMBERSHIP EARLY'); or
  - v) we cancel your membership (clause 16 'CANCELLING YOUR MEMBERSHIP').



- d) This means that your minimum commitment is to pay for the first twelve full calendar months of your membership with us (together with the part of a month as mentioned in clause 5d 'STARTING YOUR MEMBERSHIP').
- e) If you want to end your membership from the end of the initial period, you can give us one calendar month's notice (clause 2 'NOTICE') as long as we receive your notice any time up to and including the first day of the final calendar month of your initial period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not end at the end of your initial period. Instead, it will automatically renew for a further twelve months. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this. There is more information on ending your membership in clause 14.
- f) If it is available at Your THE NICI Club and you want to switch to Flexible Membership from the end of the initial period, you can give us one calendar month's notice (clause 2 'NOTICE') as long as we receive your notice at any time up to and including the first day of the final calendar month of your initial period. If you give us notice but we do not receive it by the first day of the final calendar month, your membership will not switch at the end of your initial period. Instead, it will automatically renew for a further twelve months. We will contact you in writing at an appropriate time towards the end of your initial period to remind you of this. Before we can switch you to Flexible Membership you and any linked members who have signed your membership application will need to sign a new membership application.
- g) If you want to switch to Flexible Membership at any other time, you can give us one full calendar month's notice (clause 2 'NOTICE'). Before we can switch you to Flexible Membership, you and any linked members who have signed your membership application will need to sign a new membership application. If you are still in the initial period of your membership, you will have to pay a charge which is the same as three months of your new Flexible Membership fee. If you are still in the initial period of your membership, your initial period will then end.
- h) If you switch to Flexible Membership at any time, from the date of the switch your notice period will change to one month and your membership fees will change to the current fees for Flexible Membership (as advertised for new members at Your THE NICI Club).

#### **4.2 Flexible Membership (not available at all THE NICI Clubs)**

- a) Your membership will begin on the day when you make your membership application.
- b) Unless you end your membership early (clause 15 'ENDING YOUR MEMBERSHIP EARLY') or we cancel it (clause 16 'CANCELLING YOUR MEMBERSHIP'), it will run for an initial period, which is at least 6 months (clause 4.2c) and will then continue indefinitely until you give at least one full calendar month's notice in writing in line with clause 2 'NOTICE'.
- c) The 'initial period' is the full 6 month period from the 1st of the month after the date you made your membership application, together with the part of a month, as mentioned in clause 5d 'STARTING YOUR MEMBERSHIP'.
- d) This means that your minimum commitment is to pay for the first 6 full calendar months of your membership with us (together with the part of a month as mentioned in clause 5d 'STARTING YOUR MEMBERSHIP').



- e) If you want to end your membership at the end of the initial 6 month period you can give us one full calendar month's notice at any time up to the first day of the third month of your membership.
- f) There is more information on ending your membership in clause 14.
- g) You can switch to Annual Prepaid Membership at any time as long as that membership type is available at Your THE NICI Club.
- h) If you want to switch to Annual Prepaid Membership, you must give us one month's notice (clause 2 'NOTICE'). Before we can switch you to Annual Prepaid Membership you and any linked members who have signed your membership application will need to sign a new membership application.
- i) If you switch to Annual Prepaid Membership, the following will apply from the date of the switch.
  - i) Your notice period will change to 6 calendar months.
  - ii) A new initial period will apply, which will run from the date of the switch.
  - iii) Your membership fees will change to the current fees for Annual Prepaid Membership (as advertised for new members at Your THE NICI Club).

## 5) STARTING YOUR MEMBERSHIP

- a) You may need to pay an administration fee when you join. You can get details of these charges from Your THE NICI Club and will be shown on your Membership Application.
- b) You may have to pay a joining fee when you apply for membership, this again will be shown on your Membership Application.
- c) If you ask us to reduce your membership fee because you meet a special condition, for example because you work for a particular employer, you will need to prove that you meet the condition before we will reduce your fee and, from time to time, we may ask you for up- to-date proof that you still qualify for the reduced fee.
- d) You will need to pay an amount to cover your membership fee from the day that you join until the 1st of the following month.
- e) When you and anyone linked to your membership join, you will each need to have your photograph taken. This is to allow us to check your identity when you enter THE NICI Club.
- f) You can change your mind about joining. To do this you will need to give notice in writing. If you change your mind, we will refund any fees you have already paid and Your Whole Membership will end. You can do this at any time up to seven working days after making your membership application or up to the first time you or any of your linked members enters Your THE NICI Club to use the facilities, whichever is the earlier.



## 6) MEMBERSHIP FEES

- a) For Flexible Membership, your membership fees are due on the 1st of each month and cover that month. You must pay for your membership by making monthly payments by direct debit, unless we agree otherwise.
- b) For Annual Prepaid Membership, you are required to pay for twelve months in advance, in a single payment.
- c) Where you pay by direct debit we will ask your bank for your monthly payment around the first working day of each month.
- d) If you or your bank were to remove the direct debit in error whilst you remain a member and your membership has not ended, we will reinstate it the direct debit and recover fees due to us.

## 7) MEMBERSHIP CARDS

- a) As soon as possible after you make your membership application, we will send or give you and any linked members a membership card that you (or they) must use each time you (or they) enter THE NICI Club facilities. We may refuse to allow you (or them) to enter THE NICI Club facilities if you (or they) do not have your (or their) membership card.
- b) If your card needs replacing, we will replace it but there will be a nominal charge, the team at Your THE NICI Club will be able to confirm the price.
- c) Your membership is personal to you and you cannot transfer it to another person. You must not lend your membership card to another person. To protect all of our members, we may ask to see another form of identification (besides your membership card) before we allow you into our THE NICI Club facilities.
- d) If another person uses your membership card, we have the right to end your membership. Please read clause 16 'CANCELLING YOUR MEMBERSHIP'.

## 8) CHANGING YOUR MEMBERSHIP CATEGORIES & LINKED MEMBERS

- a) We realise that your needs can change over time, so you can apply to change your membership category by contacting Your THE NICI Club. You can only change your membership category after the end of your initial period.
- b) You may need to provide proof that you qualify for the new membership category you are applying for.
- c) When you change categories, your membership fees will change to the current fees advertised for that category for new members at Your THE NICI Club. You will have to pay any difference in the joining fee and membership fees between your new category and your old category. If you pay your membership fee in one payment each year and your initial period has ended, we will refund any overpayment relating to the period after you change your membership category. We will not refund any joining fees you have already paid.
- d) If you want to link another adult member to your membership, we will need their signature to make the change.



- e) If you are linked to another member, either you or the other member can ask to remove that link. If the linked member also wants to end their membership, they will need to give the period of notice that applies to their membership type and the initial period will still apply as explained in clause 4 'MEMBERSHIP TYPES & LENGTH OF MEMBERSHIP'.
- f) If we remove someone from a linked membership, the member who is left will become an individual member. If we remove the link between two members, each member will become an individual member.
- g) If we add someone to your membership as an adult linked member and you are still within your initial period, both you and your new linked member will start a new membership and a new initial period will apply to both of you, starting on the 1st of the month after the date we add the linked member.
- h) Except where a linked member ends his or her membership, any changes to your monthly payments caused by adding or removing a linked member will apply from the 1st of the month after the change takes place, as long as we receive notice of the change by the 20th of the month. Changes to your monthly payments when a linked member has ended his or her membership will apply at the end of the linked member's notice period.

## 9) OTHER CHANGES

- a) There may be an extra charge for some facilities and services at THE NICI Club. You can get a list of the current charges from the team at Your THE NICI Club.
- b) Charges may vary from time to time and from one THE NICI Club to the next. For details of all charges and fees, please contact the membership team at Your THE NICI Club.
- c) If you or a linked member uses these extra facilities and services or has to pay a guest fee but does not pay for them at the time, we will take the charges using your credit card (or, if this is not available, by direct debit).

## 10) USING OTHER THE NICI CLUBS

- a) As a member, you may be able to use other THE NICI Clubs. Please ask Your THE NICI Club for details, as additional may conditions apply.
- b) If your membership allows you to use other THE NICI Clubs, at least 50% (half) of your visits each month (over a 6 month period) must be to Your THE NICI Club. If you use other THE NICI Clubs more than Your THE NICI Club, we have the right to transfer you to THE NICI Club you use the most. This may mean you have to pay higher membership fees.



## 11) GUESTS

- a) You and any other linked adult member can introduce guests to Your THE NICI Club. You or the linked member introducing the guest must:
  - i) sign in any guests at reception;
  - ii) stay with the guests at all times; and
  - iii) make sure the guests are aware of, and keep to, our rules and regulations set out in TERMS & CONDITIONS FOR SPA, POOL & GYM USE.
- b) Guests must pay the appropriate fee to use the facilities at Your THE NICI Club. Guest fees may be different at each THE NICI Club.
- c) You can get details of the guest fees which apply at Your THE NICI Club from the reception team.
- d) Guests are only entitled to use the facilities that you (or the linked member who introduces them) can use under your membership. If you, your linked member or your guest breaks any of the rules relating to guests set out in these terms and conditions, or any other rules we have told you about, you (or your guest) must pay the full guest fee and we may withdraw the right for you or any linked member to invite guests to Your THE NICI Club for up to 6 months.
- e) You and any other linked adult member (except nannies) may use your 'guest passes' to permit access in lieu of payment.
- f) You may only use each guest pass once.

## 12) TRANSFERRING TO ANOTHER THE NICI CLUB

- a) At the end of your initial period, you have the option to transfer to any THE NICI Club.
- b) In your initial period, you can transfer to another THE NICI Club if:
  - i) you are being relocated in your employment to a location which is more than 10 miles from Your THE NICI Club; or
  - ii) you are moving home to a location which is more than 10 miles from Your THE NICI Club.
- c) You must give us notice in writing in line with clause 2 'NOTICE'. How much notice you must give depends on which type of membership you have.
- d) You must give us suitable evidence if we ask for this (for example, a letter from your employer or your solicitor), but you do not need to provide this at the same time as you give us notice.
- e) Your membership will transfer at the end of your period of notice, but only if you have provided us with suitable evidence. If you do not give us all the evidence we have asked you for, before the end of your notice period, we will extend your notice period month by month until you do. This means your membership will not transfer at the end of your notice period and you will have to wait for the transfer until the end of the month when you do give us the evidence.
- f) Your first transfer will be free of charge.



- g)** If you transfer your membership to a THE NICI Club whose membership fees are higher than the fees of your previous THE NICI Club, we will either send you a bill for the extra amount worked out as a percentage (if you have paid your membership fees for the year by one payment in advance), or increase your monthly payments to the rate which applies at your new THE NICI Club (if you pay monthly by direct debit). The new rate for your fees will apply from the 1st of the month after the transfer takes place.
- h)** If you transfer to a THE NICI Club whose membership fees are lower than your previous THE NICI Club, we will refund any difference worked out as a percentage (if you have paid your membership fees for the year by one payment in advance), or reduce your monthly payments to the rate which applies at your new THE NICI Club (if you pay monthly by direct debit). The new rate for your fees will apply from the 1st of the month after the transfer takes place.
- i)** If you transfer your membership to a THE NICI Club where your current category of membership is not available, you will have to choose another category. Different terms and conditions may apply to your membership from the date you transfer.
- j)** If you transfer your membership to a THE NICI Club where your current type of membership is not available, you will have to choose another type. Different terms and conditions may apply to your membership from the date you transfer. From the 1st of the month after you transfer your membership fees will change to the current fees for your new type of membership (as advertised for new members at Your THE NICI Club).

### **13) SUSPENDING YOUR MEMBERSHIP**

- a)** At any time (other than after you have given us notice to end your membership) you can suspend your membership for a single 'suspension period'. You may only make one application in any twelve-month period.
- b)** The maximum suspension period is three months.
- c)** If you want to suspend your membership you will need to request the suspension in writing. Your request must state the start date for the suspension and the number of months you want it to last. The number of months may not be any more than three months.
- d)** If your membership has linked members:
  - i)** you can suspend the entire membership for yourself and all linked members, but you and those linked members will have to jointly request suspension;
  - ii)** individual linked members can suspend their membership, but you and they will have to make written request as describe in clause 13c.
- e)** The suspension will take effect from the first day of the month you indicate on your notice where it has been properly submitted and accepted by Your THE NICI Club. We strongly advise that you get proof that Your THE NICI Club have received the notice. For example:
  - i)** if you send the form by post, send it by recorded delivery (we will have to sign the delivery notice when we receive it); or
  - ii)** if you hand your form in at Your THE NICI Club, ask for a receipt.



- f) We will confirm, in writing, that we have received this form and the date when the suspension will begin. If you do not receive this confirmation within 10 days, you must immediately let us know.
- g) Throughout the time any membership is suspended, we will charge you 25% of the relevant monthly fee for each month the membership is suspended.
- h) Your initial period will be extended by the length of any suspension period. For example, if you have a Annual Prepaid Membership starting in January and then request and we agree a one month suspension, the end of your initial period will be the end of February the following year i.e. a 13 month initial period.
- i) You can suspend your membership if you are suffering from a medical condition which means you are unable to use the facilities at Your THE NICI Club (this does not include pregnancy, but does include a medical condition that arises during pregnancy). You must give us suitable evidence. The suspension will take effect from the first day of the month following the date we receive your membership suspension form signed by everyone who needs to sign it and your suitable evidence. Throughout the time your membership is suspended due to a medical condition there will be no monthly charge.
- j) If you suspend your membership and the suspension starts during your initial period, we will extend the initial period by the total period that your membership was suspended. If you give us notice to end your membership or the membership of a linked member while it is suspended, the suspension will end at the same time as the notice period starts, unless you are ending your membership early in line with clause 15.1 'ENDING YOUR MEMBERSHIP EARLY'. If you are ending your membership in line with clause 15.1, the suspension will continue to the end of your membership.
- k) Your membership will automatically restart at the end of the suspension. If the suspension form does not say how long the suspension is to last, your membership will automatically restart after nine months.
- l) Suspending your membership is not the same as ending your membership.

#### **14) ENDING YOUR MEMBERSHIP**

- a) If your membership has no linked members, only you can give notice to end it.
- b) If your membership has linked members, the following rules apply for ending membership.
  - i) If you give notice to end the membership, we will treat it as applying to you and to all linked members unless you tell us otherwise.
  - ii) If a linked member who has signed the membership application form gives notice to end the membership, we will treat it as applying to you and to all linked members unless the person giving notice tells us otherwise.
  - iii) If your membership is ended, it automatically ends the membership of all linked members.
  - iv) Individual adult linked members can end their own membership by giving us notice.



- c) The notice periods and the restrictions on giving notice in the initial period are set out in clause 4 'MEMBERSHIP TYPES'.
- d) You must continue to pay your membership fees until your membership ends.
- e) Your membership will end at the end of your notice period.
- f) You must not enter THE NICI Club once your membership has ended. Linked members must not enter THE NICI Club once their membership has ended.

## **15) ENDING YOUR MEMBERSHIP EARLY**

### **15.1 Medical condition, loss of employment, insolvency, employment relocation, house move or other changes in personal circumstances.**

- a) At any time you can end your membership if:
  - i) you are suffering from a medical condition which means you are unable to use Your THE NICI Club facilities (this does not include pregnancy, but does include a medical condition that arises during pregnancy);
  - ii) you lose your employment or are declared insolvent;
  - iii) you are being relocated in your employment to a location which is more than 10 miles from a THE NICI Club;
  - iv) you are moving home to a location which is more than 10 miles from a THE NICI Club; or
  - v) we are satisfied that there has been a change in your personal circumstances, other than those listed above, which means that it is no longer reasonable for you to use Your THE NICI Club facilities or to continue being a member.
- b) To end your membership for one of the reasons listed above, you must give us notice in writing in line with clause 2b 'NOTICE'. Your membership will end on the last day of the month in which we receive your notice or your suitable evidence, whichever we receive later (clause 2a(ii) 'NOTICE').
- c) You must give us suitable evidence, but you do not need to provide this at the same time that you give us notice.

### **15.2 Increase in membership fees**

- a) At any time, you can end your membership if we give you notice under clause 18 'CHANGING YOUR MEMBERSHIP FEES & THIS AGREEMENT' of an increase in your membership fee of more than 3% above the rate of inflation. The rate of inflation means the Retail Prices Index All Items 12-month percentage change published by the Office for National Statistics for the month before the date on which we give you notice.
- b) You must give us notice in writing in line with clause 2 'NOTICE'. The period of notice is one calendar month for Monthly Membership or 6 calendar months for Annual Prepaid Membership.



### 15.3 Significant changes at Your Nici Club

- a) at any time, you can end your membership if we give you notice under clause 19a that we intend to:
  - i) change the location of Your THE NICI Club; or
  - ii) close Your THE NICI Club permanently.
- b) At any time, you can end your membership if we give you notice under clause 19c that we intend to permanently withdraw the whole of the gym from Your THE NICI Club.
- c) In either of these cases, you must give us notice in writing in line with clause 2 'NOTICE'.
- d) The period of notice is one calendar month for Monthly Membership or 6 calendar months for Annual Prepaid Membership. The only exception to this is if we are unable to give you the full notice under clause 19a of a permanent change in the location of Your THE NICI Club or a permanent closure of the whole of Your THE NICI Club, in which case you can end your membership by giving us written notice which ends on the date the changes apply from. We will refund any part of your membership fee you have already paid for any period after that date.

### 16) CANCELLING YOUR MEMEBERSHIP

- a) We will not tolerate our staff or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and permanently from Your THE NICI Club and all other THE NICI Club's and to cancel Your Whole Membership.
- b) We may also cancel Your Whole Membership in the following circumstances:
  - i) If you or a linked member breaks or repeatedly breaks this membership agreement or THE NICI Club rules and you do not or cannot put it right within seven days of us writing to you about it.
  - ii) If, with your knowledge or permission, another person uses your membership card to get into any THE NICI Club.
  - iii) If, with a linked member's knowledge or permission, another person uses that linked member's membership card to get into any THE NICI Club.
  - iv) If you, your linked member or your (or a linked member's) guest uses rude or abusive language or behaves or threatens to behave in a violent or aggressive way at any THE NICI Club.
- c) If we receive any complaint about your behaviour or that of a linked member at any THE NICI Club or if you or a linked member persistently behave inappropriately, or if we believe that your continued membership (or that of a linked member) is not in the interests of other members of Your THE NICI Club, we have the right to suspend Your Whole Membership.



- d) If we cancel your membership for any of the reasons in clauses 16a to c inclusive, we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay. We will also not accept any future applications you make for membership to any THE NICI Club and you will not be allowed to enter any THE NICI Club as a guest or for any other reason.

## **17) IF YOU DO NOT PAY YOUR MEMBERSHIP FEE WHEN IT IS DUE**

- a) If you do not pay your membership fee when it is due, we will write to you to let you know. If you are paying by direct debit, we will try to take this payment from your account again later in the month. If that is unsuccessful, but your direct debit instruction is still in force, we will try to take payment again in the following month for the payment you have missed and the amount due for the current month.
- b) We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.
- c) If you fall behind with your membership payments for more than 30 days, we will charge you an administration fee of £75. We will also charge an administration fee of £20 for each missed payment.
- d) If you do not pay for your membership, we may prevent you and any linked members from entering any THE NICI Club. This does not mean we will end your membership.
- e) Cancelling your direct debit does not mean you have given us notice to end your membership. You must give us written notice in line with clause 2 'NOTICE'.

## **18) CHANGING YOUR MEMBERSHIP FEES & THIS AGREEMENT**

- a) We may increase membership fees automatically each year by up to 3% above the rate of inflation. The rate of inflation means the Retail Prices Index All Items 12-month percentage change published by the Office for National Statistics. If we do this, the new fees will come into force on 1 January each year.
- b) If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least three months' notice if you have Annual Prepaid Membership, or at least one month's notice if you have Monthly Membership. We will give you notice of the change by writing to you (as described in clause 2e and f 'NOTICE') and by displaying a sign on the noticeboard in Your THE NICI Club.
- c) As well as the increase described in clause 18a above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you suitable notice of the increase (either in writing or by displaying a sign on the noticeboard in Your THE NICI Club).
- d) We may make reasonable changes to these Terms & Conditions of Membership, at any time. The updates will be published on our website and will be available to view at Your THE NICI Club.



## 19) MAKING CHANGES TO YOUR THE NICI CLUB OR ITS FACILITIES, SERVICES & ACTIVITIES

- a)** If we decide to change the location of Your THE NICI Club or to close it permanently the following will apply:
  - i)** We will make every reasonable effort to give you at least three months' notice of the change or closure (either in writing or by displaying a sign on the noticeboard in Your THE NICI Club).
  - ii)** You can end your membership by giving us notice in writing in line with clause 2 'NOTICE'. You must give us one calendar month's notice for Monthly Membership or three calendar months' notice for Annual Prepaid Membership, or you can transfer to another THE NICI Club, in which case clause 12a to 12e will not apply.
  - iii)** If we cannot give you three months' notice of the change or closure but you want to end your membership, you can give us written notice which ends on the date when the changes start to apply. We will refund any part of your membership fee you have already paid for a period after that date.
- b)** We have the right to increase, reduce or withdraw certain facilities, services or activities in any THE NICI Club either permanently or temporarily (for example, to carry out cleaning, repairs, maintenance or security work).
- c)** If we decide to permanently withdraw the whole of the gym from Your THE NICI Club, we will give you three months' notice in writing.
- d)** If we decide to make any other change to the facilities, services and activities available at Your THE NICI Club, we will give you notice by displaying the notice on Your THE NICI Club noticeboard if this is reasonably possible.
- e)** If Your THE NICI Club is closed for more than fourteen days in a row and we do not provide another facility (this may be a facility with fewer services or a temporary facility) at Your Nici Club or somewhere up to 10 miles from Your THE NICI Club, we will refund a percentage of your membership fees which relate to the period that Your THE NICI Club is closed, but not including the first fourteen days. This does not apply if we permanently close a whole facility under clause 19a or 19c or if we have to close the facility due to reasons outside our control. It does not apply to facilities which we close during certain seasons, such as outdoor pools and hot tubs.
- f)** If we have to close facilities or the whole THE NICI Club for reasons outside our control, we will try our best to provide other facilities or consider whether we should pay you any compensation.
- g)** We will display details of the opening and closing times for Your THE NICI Club at reception. Opening times may vary during school holidays, the Christmas period and on other Bank Holidays. We will let you know about these temporary changes on Your THE NICI Club reception.



## 20) COMPLAINTS

- a) We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things do not go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.
- b) If you have a complaint, you should first tell a member of staff at Your THE NICI Club. If you are not satisfied with their response, you should contact the manager on duty at Your THE NICI Club. If you are still not satisfied, you should contact the General Manager at Your THE NICI Club. If you are still not satisfied with the general manager's response, you can write to either the area manager or the regional director of Your THE NICI Club at our head office.

## 21) LIABILITY

- a) We do not accept liability for damage or loss to your property or a guest's property that may happen on the premises or within the grounds of Your THE NICI Club or any other THE NICI Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- b) We do not accept liability for the injury or death of any member, child or guest that may happen on the premises or within the grounds of Your THE NICI Club or any other THE NICI Club, other than the liability which arises from our negligence or our failure to take reasonable care.
- c) Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

## 22) DATA PROTECTION

- a) We keep to the Data Protection Act 2018.
- b) We will deal with all information we hold about you in line with our privacy policy which you can get from our website at [www.thenici.com/privacy-policy](http://www.thenici.com/privacy-policy). If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

## 23) CHILDREN

- a) Some of THE NICI Clubs welcome children but access will be subject to the facilities, offers and locally held restrictions on timing. Children must behave reasonably and be accompanied by an adult at all times. Children must not put themselves or other people in danger or prevent other members from enjoying THE NICI Club or its facilities. If your child is behaving unreasonably, we have the right to speak to you about this.
- b) If your child continues to behave unreasonably, whether on one visit to THE NICI Club, or over a number of visits, we will try to sort out the issue by meeting with you. If we cannot sort out the issue during the meeting, we have the right to suspend the child from using any THE NICI Club.



## 24) GENERAL

- a) The Company may assign the benefit of the membership agreement to a third party at any time without notice to you.
- b) A person who is not party to the membership agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the membership agreement.
- c) Your continued use of THE NICI Club and its facilities is based on you agreeing to:
  - i) the TERMS & CONDITIONS OF THE USER READINESS QUESTIONNAIRE - <https://thenici.com/user-readiness>); and
  - ii) the TERMS & CONDITIONS FOR SPA, POOL & GYM USE - <https://thenici.com/facilities-terms-of-use> ).