The NICK - TERMS AND CONDITIONS OFMEMBERSHIP

Welcome to you're the Gym at the NICK membership.

Your membership is governed by these terms and conditions (the "Terms"). You should therefore read these Terms carefully before you become a member as they explain your and our legal rights and also contain important information about our contract with you.

If you have any questions, please contact us before you confirm your membership

Your completion of the sign up process constitutes your acceptance of these Terms. If you are not prepared to accept these Terms, you should not complete sign up and should not use our service in any manner. Further, (for new and current Members) your continued access and use of our gyms constitutes your acceptance of these Terms.

References to **we**, **our** or **us** in this privacy policy are to The Nick.

1. **ABOUT US**
We are The Nick (Staffordshire) Ltd, a company registered in England and Wales. Our company number is 13477441

2. Our registered office address is The Nick, The Old Police Station, Merrial St, Newcastle. ST5 2AE, but if you would like to contact us, for example if you have any questions about your membership, you should write to us.

2. DEFINITIONS

2.1 The following definitions shall apply to these Terms;

Access Code
means the numerical code, QR code or finger print recognition which grants you access to the GYM;

Branch
means the particular branch of Gyms that you sign up to as a member;

Direct Debit
means the payment agreement with your bank for payment of your Monthly Fees;

Fixed Member
means a member who has committed to a fixed term membership;

Fixed Member Period
means either the 1 month or 12 month period a Fixed Member has signed up for;

ParQ
means the declaration of health and fitness you have completed on sign up;

Joining Fee
means an initial one off fee payable for your membership type;

Member
means both a Fixed Member and/or Monthly Member ("**Membership**" shall be construed accordingly);

Monthly Fee
means the monthly fee payable by a Member, which differs in price between a Fixed Member anda Non Contract Member;

Non Contract Member
means a member who has a rolling monthly contract;

3. JOINING

3.1 You can complete the sign up process using our APP, which is powered by Clubright or at https://thenick.clubright.co.uk/ . Pleasemake sure that the details that you provide to us about yourself are complete and accurate.

3.2 You must choose whether to become either a Fixed Member or a Monthly Member at sign up. You will agree to pay the Joining Fee and any Promotional Code must be applied at this point. It is at the point where you pay the Joining Fee that a contract is formed between you and us ("**Contract**").

3.3 You must confirm that you are at least 18 years old and you have read and the ParQ (Health Questionnaire). We reserve the right to amend the Rules at any time but will post updated Rules online and prominently at Gym.

3.4 Upon completion of your sign up process, you will receive a confirmation email from us, containing your Access Code and your Membership starts immediately.

3.5 You must ensure that all the details provided when you sign up and on your Health Declaration are true and correct. We reserve the right to refuse and/or cancel your Membership sign up application if we reasonably believe that the information you have provided is incorrect and/or false.

4. **ACCESS QR Code**

4.1 Your Access to the GYM is via QR Code which is featured on your membership APP.

4.2 The QR Code refreshes every 45 seconds and therefore screen shots of the QR code will not work.

4.3 In the interests of the safety and security of all our Members, use of Access Codes are monitored and individuals may be asked to provide proof of identification.

4.4 If we have reasonable grounds for believing that you knowingly provided your Access Code to another individual or individuals, or allowed unauthorized entry following your entry to the gym (eg. tailgating), we may hold you responsible for the conduct of such individual(s) while at such Branch and liable for any loss we suffer as a consequence of that conduct.

5. PAYMENT

If you are a Fixed Member, you agree to pay the Joining Fee, along with the first Monthly Fee upfront and commit to Direct Debits for further Monthly Fees for each month in your Fixed Member Period.

5.1 If you are a Non Contract Member, you agree to pay the Joining Fee along with the first Monthly Fee upfront and a rolling payment of the Monthly Fee with no ongoing contract.

5.2 You must inform us of a Promotional Code on sign up. You agree to pay the Promotional Code rate applicable to your Joining Fee and/or Monthly Fee for the period of that Promotional Code. After that period has ended, we can then debit the normal Monthly Fee in respect of following months until your Membership is ended.

5.3 We will continue to debit all Monthly Fees even if you do not attend the Branch and/or if there are circumstances which affect access to and use of the Branch. Other than during an emergency, where there are occasions when we are required to close all, or certain parts, of the Branch, we will provide reasonable notice in advance and will use reasonable endeavors to ensure that such closures are during quiet periods.

5.4 If any payment due from you is not received or a Direct Debit is not honored for any reason, you must pay us an administration fee of £25.

5.5 We may change the Monthly Fee for Non Contract Members at any time by providing you with 4 weeks' notice. You can cancel your Membership within this 4-week period, but if you do not we will automatically apply the updated Monthly Fee. We will not change the Monthly Fee for Fixed Members during their Fixed Member Period but do reserve the right to amend a Fixed Members Monthly Fee after that period ends.

5.6 If your initial Monthly Fee was part of any offer or Promotional Code, your Monthly Fee will be charged at the agreed promotional period and will then automatically change to the regular Monthly Fee at the end of the promotional/offer period.

5.7 If you fail to pay any amount due under this Contract for a period of more than 30 days, then we may pass this debt to a third party collection agency for collection. All reasonable costs incurred in the collection of this debt (including tracing you) by the collection agency shall be borne by you.

5.8 We reserve the right to end any promotion and/or Promotional Code without warning at any time.

5.9 From time to time we may need to increase the price of a Membership. We will give you at least 1 full months' notice of any incoming price increase and will make it very clear when the price increase will take effect and how much your membership will cost after the increase.

During this period:

- if you are a Non Contract Member, you will have your usual right to terminate your membership in accordance with the membership terms and conditions and rules. If you do not terminate the membership by the date given to you in the notice, then the price of your membership will be increased in accordance with our notice.
- if you are a Fixed Member, you may terminate your Membership within 30 days of being given such notification of a price increase (as set out in 10.1.2(e).

6. GYM CLOSURES

6.1 If any individual gyms are forced to close for a prolonged period of time for any reason ("**Closure**

6.1.1 we shall be entitled to immediately suspend our provision of gym and/or membership services to you for the duration of the Closure Period; and

6.1.2 we may freeze your membership and suspend all collections of your payments to us for the duration of the Closure Period.

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notification of a price increase pursuant to paragraph 5.9.

8.2 If a Fixed Member wishes to terminate this Contract under paragraph 7.1.2 you must provide appropriate proof and evidence (such as a utility bill, medical evidence or employment documentation as the case may be).

9. CONTRACT TERMINATION BY US

9.1 We may terminate this Contract with immediate effect if you:

9.1.1 are in breach of any part of the Rules;

9.1.2 we reasonably believe that the circumstances in your Health Declaration have changed or are incorrect and you have not updated us;

9.1.3 if the staff at your Branch reasonably believe your behavior (such as complaints from other Members) is not of the standard expected of a Member; and/or

9.1.4 we reasonably believe that you have willingly allowed any other person to use your Access Code to access the Branch.

9.2 Further and in the alternative, we reserve the right (at our reasonable discretion) to suspend and/or discuss your Membership if you breach the Rules.

10. QUERIES, PROBLEMS OR COMPLAINTS

10.1 **Queries**

If you have any queries about The Gym At the NICK, please write to us or contact the staff at your Branch and we will do our best to help you.

Other legal remedies

10.2 The options described above are intended to describe or be in addition to your normal legal remedies and nothing in these terms will override or exclude any of your legal rights.

Limits of our responsibility

11. We are not responsible to you for the following types of loss or damage:

(a) of a kind that is not reasonably foreseeable;

(b) which results from you misusing the Branch and its equipment; or

(c) from any events which are beyond our reasonable control.

However, nothing in this Contract is intended to limit or exclude our liability for death or personal injury caused by negligence or the negligence of our employees, fraud or fraudulent misrepresentation, or otherwise where we are not permitted to limit or exclude our liability by English law.

12. YOUR PERSONAL INFORMATION

12.1 When you contact us providing your details and/or during your use of the Membership, we may gather information about you and your visit to the Branch. Information about this can be found in our Privacy Policy which forms part of these Terms. The Privacy Policy and these Terms together govern our relationship with you.

12.2 See our Privacy Policy .

12.3 For Direct Debit payment and collection purposes you agree that your personal information may be processed by Go Cardless or STRIPE.

7. YOUR RIGHT TO CANCEL WITHOUT REASON

7.1 If you sign up to a Membership online, you have the right to cancel this Contract within 30 days of completing your sign up process without giving any reason. If you sign up to a Membership at the Branch you have the right to cancel this Contract within 7 days of completing your sign up process without giving any reason (each 7 day or 14 day period is a "Cancellation Period"). To do so you must inform us by a clear statement via telephone or email (at the contact details above) or at your Branch. You must send your cancellation request before the relevant Cancellation Period expires.

7.2 If you cancel within the Cancellation Period, then we will refund you the Joining Fee and any other Membership Fees you may have paid. However, if you access and use the Gyms during the Cancellation Period, then we will reduce such refund by a pro rata amount for the Membership you have used during the Cancellation Period.

7.3 After the Cancellation Period expires, you may only cancel this Contract for those reasons detailed in paragraph 7.

8. CONTRACT TERMINATION BY YOU

8.1 Once the relevant Cancellation Period (detailed in paragraph 6) has expired you may only terminate this Contract in the following ways:

8.1.1 Non Contract Members can terminate this Contract at any time by contacting us no later than 30 days before your Direct Debit payment is due. To do so, please contact us and we will cancel your Direct Debit. If you cancel after this 30 day period, the termination will automatically terminate the day after the next Direct Debit is due and paid; or

78.1.2 Fixed Members have agreed to sign up for the Fixed Member Period and therefore can only terminate this Contract within the Fixed Member Period in the following extenuating circumstances.

(a) Relocation**:** in the event that your new permanent address is more than 15 miles away from your Branch; or

(b) Long term (over 3 month) illness or injury: in the event of an illness, injury or medical condition which in the written opinion of a doctor or other suitably qualified medical practitioner prohibits exercise for 3 months or longer; or

(c) Redundancy**:** in the event of redundancy from your employer or other loss of livelihood;

(d) Pregnancy**:** if you become pregnant;

(e) within 30 days of giving you a

12.4 We do not, and will not, sell any of your information to any third party, including your name, address, email address or credit card information. However, we do share your information with a number of select third parties to enable us to provide our products and services to you, to send marketing information and to improve our business operations.

12.5 When agreeing to these Terms and using your Branch, you consent to your image being recorded by 24hour CCTV for security purposes (including review of use of Access Codes) and reviewed by our employees.

12. GENERAL TERMS

13.1 The Contract is formed will be between you and us. No other person shall have any rights to enforce any of its Terms.

13.2 We may assign or otherwise transfer the benefit or burden of this Contract without your prior written consent. You may not transfer this Contract to anyone else.

13.3 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 These Terms are governed by English law and you can bring legal proceedings in respect of the any disputes arising out of or in connection with your Membership in the English courts.