NWF Group plc Gym Terms and Conditions of Use

The Gym facilities at Lymedale ("the Gym") have been provided by NWF Group plc ("the Company") for your use and enjoyment. In the interest of your safety and welfare, and that of others, these terms (the "Terms and Conditions of Use") must be adhered to at all times.

Only employees of the Company are permitted to use the Gym. Please read the following Health Statement and Declaration and the accompanying Terms & Conditions for using the Gym, and confirm that you are in full agreement with these Terms and Conditions of Use before using the Gym, by signing and ticking the boxes below.

Health Statement

Many health benefits are associated with regular exercise. For most people physical exercise should not pose any problem or hazard. You are however responsible for making sure you are physically fit before starting any form of exercise and should not exercise beyond your own abilities.

Should you have a known medical condition which might interfere with you exercising safely or if there is any other reason why you should take care exercising, then before you use the equipment and facilities provided, you should get advice from your GP or suitably qualified medical professional and follow their advice.

You must notify the HR department of the Company by which you are directly employed of any pre-existing medical condition(s) prior to using the Gym and facilities. We reserve the right to ask you to produce a doctor's letter or certificate of fitness before you will be allowed to use the Gym.

You should make yourself aware of any rules and instructions, including (but not limited to) any warning notices provided in respect of the equipment available at the Gym. Exercise carries its own risks. You should not carry out any activities which you have been told are not suitable for you or use any piece of equipment other than for its intended purpose. If you feel unwell you should stop exercising immediately and let somebody know so that appropriate medical advice can be sought.

Declaration:

To the best of your knowledge and belief, you are in good health and not knowingly incapable of engaging in either active or passive exercise and that such exercise would not be detrimental to your health, safety, comfort, wellbeing, or physical condition. If you have a pre-existing medical condition, you may be pregnant or you are breastfeeding, you have consulted your medical professional or GP before using the facilities.

If you have any pre-existing medical condition(s) which will benefit from regular exercise, your GP has confirmed this in writing and recorded this on your medical records. Further, should your health or vulnerability to injury change, you will consult your medical professional/GP before continuing to exercise and only resume exercise when your GP has given their approval in writing to continue, which must be recorded on your medical records.

I agree with the above Health Statement and Declaration: ☐

I understand the below Terms and Conditions and I will ensure I comply with them fully at all times when visiting the Gym. ☐

Signed: .....

Name: Date:

Business:

Safety

1. All users of the Gym must have completed the Company's Gym Induction prior to using the Gym and the equipment within it. The Gym Induction will be provided in electronic format specific to the Gym and equipment contained therein; equipment use shall be demonstrated by suitably qualified fitness instructors.
2. The Gym is an unmanned facility, however CCTV will be in operation in the Gym for your safety.
3. It is entirely the responsibility of every individual using the Gym facilities to ensure that they are both physically and mentally fit to exercise and to ensure that use any of the facilities and equipment within the Gym is in line with the Health Statement (above). The Company recommend you consult a physician prior to any involvement in any exercise you undertake using the Gym.
4. You are required to wear suitable clothing and training footwear for your particular exercise, which must be worn at all times when in the Gym. Please ensure footwear is clean.
5. The equipment must be used correctly and properly as it was intended and shall be used in accordance with any guidelines, manuals and notices made available to you. If you are in any doubt about its correct use, then advice should be sought from a suitably qualified individual before participating in any form of exercise on that equipment.
6. Should you find any defective equipment, you must not use it and you must report this immediately using the EVOTIX QR Code located outside of the Gym.
7. You should wipe up any spillages as far as is possible and should place a wet floor sign near the spill until it has been properly cleared up. You should report any spillages using the EVOTIX QR code located outside of the Gym.
8. Any accidents or near misses must be reported using the EVOTIX QR code located outside of the Gym upon occurrence and in any event by no later than 3 days of the incident.
9. Your use of any apparatus, appliance, facility or service at the Gym is entirely at your own risk and the Company shall have no liability for any loss, claim, damage or injury sustained or incurred as a result of your negligent or incorrect use of the facilities or equipment within the Gym.
10. You will be liable for any damage caused to the Gym equipment or facilities which occurs as a result of your negligent use.

Security

1. Access to the Gym is controlled by using your Company access fob.
2. Under no circumstances are you permitted to swipe another individual or colleague in or out by using your access fob. Your access fob is for your own use only. If someone else is found to be using your access fob, your access to the Gym will be withdrawn and you shall be held responsible for the conduct of the individual(s) while on the Gym's premises and you shall be liable for any loss the Company suffers as a result of the individual's conduct.
3. All colleagues using the facilities must enter and leave the Gym using their own personal access fob. You should ensure the door is shut behind you upon access and exit. Save for in the event of an emergency, the Gym door should not be held or wedged open. If for whatever reason the door is open, you are still required to enter and leave the Gym using your access fob.
4. Access fobs will not be registered by the Company for Gym access until you have signed and returned a copy of these Terms and Conditions of Use, have completed and returned an up-to-date health questionnaire within the last 12 months and have completed the Gym Induction. Access fobs will remain the property of the Company at all times.
5. In the interests of safety and security, Gym access records will be regularly monitored.
6. CCTV is installed in the Gym exercise areas primarily for your own safety and security reasons.
7. The Gym will be open for use 24 hours a day 7 days a week.
8. The Company reserves the right to increase, reduce or withdraw certain facilities, services, or activities as well as change opening times in the Gym either permanently or temporarily at any time. Where possible the Company will aim to give at least 1 weeks' notice of any such changes.

General Guidelines

Please adhere to the following guidelines which are aimed at ensuring the Gym is maintained and available for everyone to enjoy:

- No food is to be consumed in the Gym or changing rooms.
- No smoking and/or vaping is permitted in the Gym or changing rooms.
- No towels, sports equipment, or personal belongings are to be left overnight in the Gym or changing rooms. You shall not leave your belongings unattended; the Company accepts no liability for any damage or loss to your belongings unless such damage is the direct result of our actions. The Company reserves the right to dispose of any unattended towels or sports equipment left in the Gym without any liability.
- Glass or tableware is not allowed in the Gym.
- All rubbish must be disposed of in the bins provided.
- Please wipe down the equipment after use with the antibacterial spray and paper towels provided.
- The Gym, showers and changing rooms should be left clean and tidy after every session (please take toiletries away with you).
- Please do not attend the Gym if you are feeling unwell.

- You are expected to behave appropriately, respectfully and politely at all times when in or around the Gym. Please ensure mobile phones are used appropriately. Please do not take any photos or record any videos whilst in the Gym.

Any breach of these Terms and Conditions of Use may result you being denied access to the Gym facilities and may lead to disciplinary procedures.

Anyone using the Gym facilities does so entirely at their own risk and acknowledges that the Company is not responsible for any injury or physical disorder borne during or following the use of the Gym facilities.

Failure by the Company to take action for any breach of these Terms and Conditions of Use shall not prevent the Company enforcing the provisions of these Terms and Conditions of Use at a later date.

These Terms and Conditions of Use and any non-contractual obligations arising out of or in relation to it are, governed by, and will be construed in accordance with, English law.