



Nether Edge

L I V I N G

## NETHER EDGE LEISURE SUITE RULES

### Introduction

The Leisure Suite belongs to the owners of properties within the Nether Edge Living Estate. The equipment, facilities, utilities and services have to be paid for by all of us. It is therefore incumbent on all of us to ensure the facilities are used with care and consideration for other users and the staff, as well as for the equipment and the fabric of the building. We all need to be aware that any damage caused has to be paid for by all owners. If we do this, then we can all enjoy the facilities for many years to come without incurring excessive costs.

### Registration:

1. Registration numbers are issued on completion of the registration form, for use when signing into the Leisure Suite. This ensures confidentiality and complies with data protection legislation. The numbers are personal to the individual concerned and must not be shared with others or transferred to someone else. It is essential for safety in the event of fire or accident.
2. Registration signifies acceptance of the Leisure Suite Rules. If a potential user is under 18 years of age, their acceptance of the rules must be signed by a parent/guardian who will be responsible for their behaviour and actions at all times.
3. Please note Registered Users are responsible for the safety, security and conduct of their Guests at all times whilst using the Leisure Suite facilities.
4. For security purposes, registered users may be required to re-confirm their registration to help ensure that those no longer having rights to use the facilities are unable to gain access to the Leisure Suite.

### Fobs and Access:

5. Fobs are used to gain access to the Leisure Suite. These are assigned to individual Dwellingholders and Residents when registering to use the facilities of the Leisure Suite and are personalised to home address with a unique registration number. Fobs will be decommissioned if found to be passed on to be used by unauthorised persons. Please do not abuse the use of Fobs.

6. Fobs will automatically be decommissioned when a property sells, or new tenants take up residency in a property. New Fobs may be purchased on registration to use the Leisure Suite and its facilities.

### Services:

7. An induction session is recommended before the using the gym equipment and this is available by appointment at no cost.

### Facilities:

8. The facilities available must be used in accordance with these Rules and any Notices which are on display in the Leisure Suite.
9. Registered users and their guests must be advised that the Swimming pool and Spa, The Gym and Studio are **NOT staffed** Facilities
10. The opening and closing times for the facilities, which may be subject to change from time to time, are displayed at the entrance.
11. The Studio may be booked for activities, such as children's parties. Booking forms available from the Estate Office must be completed at least 2 (two) weeks in advance. Applications will be forwarded to the Management/Board for sign-off authorisation. If approved, the booking will be confirmed by email.
12. A list of all attendees must be maintained by the responsible Registered User and a copy of the attendee list must be lodged at the reception on arrival. This is to ensure effective health and safety control in the event of a fire or emergency.
13. **Please see separate STUDIO USE POLICY before making a booking.**

### Conduct:

14. Fire exits are clearly marked. In case of fire, users, their children and any guest should calmly make their way to the nearest available exit. Fire drills will be held from time to time.
15. Registered users (and their guests) may be asked to leave the centre if staff consider their behaviour or appearance to be inappropriate.
16. Consideration must be shown for staff and other users of the centre. Rudeness, abusive language, threatening or abusive behaviour will NOT be tolerated.
17. Notices and signs on display in any area of the centre should be read as they are there for our benefit. Please remember that registered users are responsible for the safety and security of their guests, as well as for their behaviour.
18. No balls, remote-controlled flying toys, or inflatable toys are permitted in any area of the centre, and particularly not in the pool, other than authorised equipment for children issued at the discretion of staff and for use during children's play sessions.

19. All users should wear appropriate clothing and footwear, and outdoor footwear must be removed, or plastic overshoes used, before entering the changing rooms. A shoe rack is located outside the changing rooms and there is a supply of plastic overshoes.
20. The lockers provided should be used and clothes must not be left in cubicles, both for security and consideration of other users.
21. **Locker tokens** are available at the reception desk and should be used to secure your valuables inside the locker
22. Please ensure the showers are used before entering the swimming pool, spa or sauna.
23. Animals (with the exception of guide dogs) are not permitted.
24. The Leisure Suite is a no-smoking area in accordance with current legislation.
25. For health and safety reasons, crockery and glasses are not permitted in the pool area, changing areas, cloakrooms, gym or circulation areas.
26. Alcohol is not permitted on the premises except in the Studio at a pre-booked activity/event, when permission has been granted by Nether Edge Management Company and authorised by The Board/Management.
27. The spa and sauna are not to be used by anybody under the age of 16 for health and safety reasons.

### Access Suspension:

28. If the behaviour of a user and/or guests is likely to endanger the welfare or safety of others, or disrupt the harmonious use of the facilities, staff are authorised to ask them to leave and to suspend access to the facilities until a report on the situation can be considered and a decision made on the appropriate penalty.
29. Access will be suspended for both *dwellingholders* (i.e. leaseholders and freeholders) and their tenants, following a period of notice of fourteen days, where legal action has been sanctioned in respect of *dwellingholders* debts. Access suspension will not be lifted until cleared funds in settlement have been received or a legally enforceable payment plan agreed with Nether Edge Management Company.

### Guests:

30. The Leisure Suite includes the Gym, Swimming pool/spa and the Studio. It is for the use of registered Residents/Dwellingholders and their guests only.
31. Each household may bring a maximum of four (4) guests into the Leisure Suite, and you are asked not to abuse this privilege. Registered Dwellingholders and registered Residents are reminded that they are responsible for the health, safety and security of their guests, also ensuring that they follow the rules, and ensuring they do not use exercise equipment unless competent.
32. Guests are only permitted to use the facilities after signing the liability disclaimer and accompanied by their Registered user host over the age of 18 years of age.

33. The term 'Guest' refers to those persons known personally to the registered Dwellingholder or registered Resident.
34. **Guests must always be accompanied at all times by the Registered user.**

### Guest Teachers/Personal Trainers:

35. If any registered user chooses to sign in a person providing them with instruction as a guest (e.g. one to one swimming lessons or personal training in the gym and/or studio) then details of their qualifications, insurance cover and current DBS certification held must be lodged with the estate office prior to instruction.
36. Any personal training/classes held within the Leisure facilities may only be advertised to residents of Nether Edge Living Estate. **The general public may not** be invited, under any circumstances, to classes or activities. This exclusion extends to **the general public** known personally to the organiser or instructor.
37. Advertising of classes and activities on social media which de facto reaches out to **the general public is NOT** permitted under any circumstances.
38. Registered users are reminded that such activities as stated above are **NOT** covered by any aspect of Nether Edge Management Company Insurance in place for the use of the leisure facilities. Therefore, please ensure that any personal trainers have lodged their qualifications, insurance details and DBS prior to their instruction.
39. Studio bookings must be pre-booked at least 2 (two) weeks in advance, using the form available from the Estate Office. Applications will be forwarded to Management/Board for sign-off authorisation. If approved, the booking will be confirmed by email.
40. Studio group classes or activities may be booked for 2 (two) hours maximum.
41. Studio bookings advertised to **the general public**, in any form, by the organisers or residents is NOT permitted and will NOT be accepted.

### Children:

42. Children under the age of 16 are not permitted to access the Leisure Suite unless accompanied by a responsible adult over 18 years of age and not after 8:00 pm unless at an authorised event.
43. Children under 16 years of age using the pool must be supervised by a responsible adult (over age 18) at all times.
44. Children under 16 years of age are not allowed to access the gymnasium under any circumstances.
45. If a potential user is under 18 years of age, their acceptance of the rules must be signed by their parent or guardian who will remain responsible for their behaviour and actions at all times. Users under the age of 18 years of age are not permitted to sign in any guests.

### Liability:

46. The liability of the Nether Edge Management Company (in which all leaseholders are shareholders) for damage or loss to users' property is strictly limited to any damage or loss suffered as a direct result of negligence by us.
47. Nether Edge Management Company will not be liable in respect of any personal injury (including without limitation serious injury or death) suffered or sustained directly or indirectly as a result of attending the Leisure Suite, nor will it be liable in respect of any other losses arising as a result of any such personal injury, and is strictly limited as a direct result of negligence by us.
48. The guest of a Registered User (including guest's children) acknowledge that any injuries, losses or damages they may incur on the premises are their responsibility. The Leisure Suite (gym, studio and swimming pool) and its employees are not liable for any losses, injuries or damages that may occur on or near the premises, unless as a direct result of negligence by us.
49. If a registered user and/or their signed-in guests suffer a loss, accident or injury on the premises, this should be reported, together with the circumstances in which it occurred, to staff, these details will be recorded.

### Physical Activity:

50. Users should not undertake any physical activity for which they are not medically fit. Users are responsible for ensuring personal safe use of the facilities including a suitable physical fitness level to safely use the gym equipment.
51. Please read the instructions attached to each piece of fitness equipment on how to use safely.
52. An induction is recommended before using the gym equipment and this is available by appointment at no extra cost.

### Lost Property:

53. Any lost property found should be handed into a member of staff. Items handed in will be held for a period of four weeks only before being donated to charity.

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