

ETL Spring Fitness Suite Agreement

By signing up to the Terms and Conditions below, you take responsibility for your membership and access to the ETL Spring Fitness Suite. Failure to follow the Terms and Conditions and/or any other rules and regulations we communicate to you may mean immediate termination of your access to the facility.

Authorised staff will be able to access the ETL Spring building, changing rooms and Fitness Suite with their ETL access fob. As normal for entry into any ETL building, you will need to swipe your fob to enter the premises as required. You should remain vigilant at all times, and follow normal security protocol e.g. no 'piggy backing' or transferal of your fob to others.

1. Definitions

“Agreement”	means the agreement entered into between ETL Systems Limited and the Employee for the use of the Fitness Suite located in the ETL Spring building.
“ETL” “we” and “us”	means ETL Systems Limited.
“ETL Spring Fitness Suite”	means the ETL Spring building fitness facilities gym provided by ETL Systems for the use of its employees who become Members to this Agreement.
“Force Majeure Event”	means any event beyond the reasonable control of the parties which affects that party’s obligations under this Agreement, including but not limited to: strike, lock-outs or industrial disputes; failure of a utility service or transport network; act of God; war; riot; civil commotion; fire; storm; flood; breakdown of plant or machinery; compliance with any law or government order or regulation; malicious damage; or default of suppliers or subcontractors.
“Fob”	means your ETL Systems access fob issued to all staff at the commencement of their employment. Fobs are only issued to ETL employee members.
“Guest”	means any person who is not an employee of ETL, who as signed this agreement and is authorised to use the Fitness Suite.
“Gym Rules”	means any rules and regulations, including these Terms and Conditions, governing the use of the gym and changing facilities at the ETL Spring from time to time in force.
“Host”	means an ETL employee who has already signed this agreement and has introduced family members over the age of 16 years as Guests.
“Maximum Capacity Membership”	means the maximum number of members as defined from time to time by the Directors
“Member” “you” and “your”	means the employee or any other authorised person who has agreed to benefit from the fitness facilities at the ETL Spring pursuant to this Agreement.

2. Application Procedures and Conditions

- 2.1 By signing this agreement you warrant that you have completed the PAR-Q to the best of your knowledge and that you have no known medical or health conditions and that you are not undergoing any treatment that would prevent you from undertaking physical exercise and/or using any of the ETL Spring fitness suite.
- 2.2 It is your sole responsibility to consult a medical practitioner prior to using the ETL Spring Fitness Suite and throughout the duration of your usage to ensure that any use of the facilities will not be detrimental to your health. If there is any doubt as to the safety of the equipment and/or your participation in any of the ETL fitness activities, you must cease using those facilities.
- 2.3 You confirm that you are over the age of 16 years.

3 Your Agreement

- 3.1 Your signed agreement allows you to have access to the facilities it belongs solely to you: you cannot lend, assign or transfer your fob/access it to any other person.
- 3.2 You must adhere to ETL Systems Security Protocol at all times, always considering the safety of yourself and of others. You must not lend your fob or otherwise allow access to anyone who does not work for ETL Systems or have appropriate authorisation to access ETL Spring.
- 3.3 You agree to look after the equipment and to keep the ETL Spring Fitness Suite clean and tidy, ensuring that all of the facilities (including the lockers, toilets and changing rooms) are left in a fit state for others to use.
- 3.4 You can bring your own towels to wipe down the equipment after use or use the wipes provided. You must wear appropriate clothes and shoes which are fit for exercise purposes.
- 3.5 You must not:
 - a) abuse the equipment or facilities of ETL Spring: you will be liable to pay for any negligent or deliberate damage to property you cause;
 - b) disrupt or interfere with the workout of others where you are not authorised to do so;
 - c) behave in a violent, rude or threatening way or in a manner which distresses or causes discomfort to the other Members or staff of ETL Spring;
 - d) smoke or bring alcohol, drugs or other mood-altering substances into the ETL Spring Fitness Suite or use any of the facilities whilst under their influence.
- 3.6 You must remember that you are sharing facilities with ETL colleagues and you should therefore act appropriately. Any unwanted behaviour could be treated as misconduct under the ETL Disciplinary Procedure, regardless of whether or not you are on company time.

4 Limitations

- 4.1 You recognise that by using the facilities you do so at your own risk. Every care has been taken to provide safe equipment built to the British Standards requirements but ETL Systems does not make any warranties as to the effective safety and fitness for purpose of any of the equipment.
- 4.2 You understand and acknowledge that the ETL Spring Fitness Suite shall be unsupervised for the majority of the time. It is therefore your responsibility to ensure that the safety of yourself and others is considered at all times and you must not use any equipment when it may not be safe to do so.

- 4.3 ETL Systems is not responsible for lost or stolen personal items. Valuables should be secured in the lockers provided and are left at your own risk.
- 4.4 You acknowledge that the ETL Spring may need to close certain or all facilities temporarily for decorating, cleaning, essential repairs, maintenance or special events, and this may disrupt the provision of the services. Such disruption shall not amount to a breach of this Agreement by ETL Systems.
- 4.5 Neither party will be liable for any breach of its obligations under this Agreement due to a Force Majeure Event.
- 4.6 ETL expressly excludes any liability whatsoever and howsoever caused to the fullest extent permitted by law.
- 4.7 Nothing in these Terms and Conditions will seek to limit or exclude liability for death or personal injury resulting from negligence.

5 Cancellation

- 5.1 ETL Systems may cancel this agreement immediately if you have committed a material breach of this Agreement.

6 General

- 6.1 No bags, coats or personal items are allowed in the Fitness Suite and none of the equipment provided is allowed to be taken out of the Fitness Suite.
- 6.2 With the exception of bottled water or energy drinks, no food or drink is permitted inside the Fitness Suite. Any other food or drink purchased from the vending machines must be consumed outside the Fitness Suite. Rubbish must be put in the bins provided.
- 6.3 If you find any equipment appears to be damaged, broken or faulty, you must place an Out of Order Sign on to it and log this with the Special Projects Manager. Members should also immediately report all equipment malfunctions, personal injuries and specific concerns to the Spring Supervisor or Special Projects Manager (if out of normal working hours).
- 6.4 Personal headsets can be used for the equipment's built in television sets. You may use your own personal music equipment provided this does not disturb other Members or cause a safety issue.
- 6.5 You agree to only utilise ETL Spring Fitness Suite during its stated opening hours or as otherwise agreed and that all fitness sessions will end in good time to allow the facility to close. Opening hours are subject to change.
- 6.6 You understand that the ETL Spring building and Fitness Suite gym area is under CCTV coverage for security reasons.
- 6.7 You understand that there is a panic button located in the Fitness Suite for emergencies and that incorrect use of the panic alarm could mean instant cancellation of this agreement and access to the Fitness Suite.
- 6.8 You agree that it is your responsibility to know who the first aiders are, details of which can be found on SharePoint.
- 6.9 You agree to abide by all of the Gym Rules located within ETL Spring, on SharePoint or otherwise communicated to you by ETL and to inform us without delay if you know of anyone else's breach.
- 6.10 Guests agree to only access the ETL Fitness Suite accompanied by their host.



- 6.11 You understand that Guests may only use the Fitness Suite if it is not being fully utilised by ETL employee members
- 6.12 You understand that Guests may only be authorised up to maximum capacity membership limits.
- 6.13 Your access to ETL Spring is subject to you or your Host's employment with ETL Systems Limited. Should you or your Hosts employment cease, so will your access and any restrictions on you to enter the ETL Systems property (i.e. in cases of suspension from work) will also extend to your access to the Fitness Suite unless otherwise confirmed in writing.
- 6.14 This Agreement will be governed by English Law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.
- 6.15 If any part of this Agreement is held to be unlawful and/or unenforceable, the rest of the clauses will continue in full effect.

I agree to follow all of the Terms and Conditions set out above and to any new Gym Rules that come in to regulation from time to time. I accept that by using the facilities I do so at my own risk subject to Clause 4 above.

Name _____ Signed _____

Date _____

Host Name _____ (if applicable)