

PERSONAL TRAINER LICENCE AGREEMENT

AGREEMENT DETAILS

DATE: [DATE]

Licensee:	[NAME] [(No. [NUMBER])]
Licensee's address:	[ADDRESS OR REGISTERED ADDRESS]
Licensee's address for service of notice:	Email Address: [insert]
Licensor:	Pure Gym Limited (company number 6690189)
Introducer's address:	Town Centre House, Merrion Centre, Leeds, LS2 8LY
Introducer's email address for service of notice:	ptbuseinsssupport@puregym.com
Notice Period:	One calendar month
Premises:	means the gym owned by the Licensor under the Brand, at [INSERT GYM NAME].
Monthly Rent:	[INSERT].
Qualifications:	<ul style="list-style-type: none">• An NVQ Level 3 Certificate (or equivalent) as a personal trainer;• Emergency First Aid qualification.
Insurance	<ul style="list-style-type: none">• public liability insurance for not less than five million pounds (£5,000,000) per claim
Schedules:	Schedule 1 – Licensee's Obligations

1. This Agreement is made up of the following:
 - (a) The Agreement Details.
 - (b) The Conditions.
 - (c) The Schedules specified in the Agreement Details.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **NAME**
for and on behalf of

NAME

.

.....

Signed by Julia McMullan
for and on behalf of Pure Gym Limited



.....

Director

AGREED TERMS

1. DEFINITIONS

1.1. In this Agreement, the following definitions apply:

“Applicable Law(s)” means any applicable law, rule, regulation, regulatory requirement; any form of secondary legislation or case law; and any guidance, direction or determination that a party is bound to have regard to;

“Brand” means PureGym;

“Business Day” any day other than a Saturday, Sunday or bank or public holiday in England is open for business;

“Confidential Information” means any information which is confidential in nature concerning the Licensor including but not limited to, any details of its business, affairs, customers, clients, suppliers, plans, strategy or finances;

“Insurance” has the meaning given in the Agreement Details;

“Member(s)” means an individual who is a fully paid member of the Licensor’s gym facilities at the Premises;

“Member Rules” means the rules available at [GYM NAME], as amended from time to time by the Licensor;

“Monthly Rent” means the sum set out in the Agreement Details;

“Notice Period” means the notice period set out in the Agreement Details;

“Permitted Hours” means the opening hours of the Premises, as notified to the Licensee by the Licensor and as amended from time to time;

“Policies” means the Licensor’s social media and diversity and inclusion policies, member policies and such other policies as notified to the Licensee by the Licensor from time to time;

“Premises” means the gym or gyms set out in the Agreement Details;

“Qualifications” has the meaning given in the Agreement Details;

“Rights” means the non-exclusive right for the Licensee to access and use the Premises to conduct personal training activities for Members;

“Substitute” has the meaning given at clause 10.1;

“Term” has the meaning given in clause 3.1;

“VAT” means value added tax payable by virtue of the Value Added Tax Act 1994 or any similar tax levied in addition to or by way of replacement for value added tax;

2. INTERPRETATION

2.1. In this Agreement:

- 2.1.1. any reference to a 'clause' or 'schedule' is to a clause or schedule of this Agreement;
- 2.1.2. the headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement;
- 2.1.3. a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time;
- 2.1.4. the words 'include' , 'including' , 'in particular' or any similar words and expressions will be construed as illustrative only and will not limit the sense of any word, phrase, term, definition or description preceding those words; and
- 2.1.5. a reference to 'writing' or 'written' includes email.

3. COMMENCEMENT AND DURATION

3.1. This Agreement shall commence on the date of this Agreement and continue until terminated pursuant to clause 6.3 or in accordance with clause 15 ("**Term**").

4. AGREEMENT RIGHTS

- 4.1. In consideration of the Monthly Rent and the Licensee's obligations in this Agreement, the Licensor grants the Licensee the Rights within the Permitted Hours during the Term.
- 4.2. Nothing in this Agreement shall prevent the Licensee (or any Substitute) from;
 - 4.2.1. offering to provide or providing, personal training services to any other person or entity, including other commercial gyms operating in competition with the Licensor; or
 - 4.2.2. from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation provided that such activity does not cause the Licensee to breach the terms of this Agreement.

5. MONTHLY RENT

- 5.1. The Licensee must pay the Monthly Rent to the Licensor in advance by the first day of each month. The first payment will be made on the first day of the calendar month following the Commencement Date and will include payment in arrears of a pro-rated amount to reflect the Monthly Rent which was due between the Commencement Date and the end of that calendar month. The Licensee agrees that the Monthly Rent will be payable by direct debit which shall be set up within five working days of the Commencement Date and shall be paid in full without deduction or set-off.
- 5.2. The Licensee reserves the right to increase the Monthly Rent by giving 30 days' written notice to the Licensee.
- 5.3. If the Monthly Rent is not paid in full by the due date and it remains unpaid 14 days after the due date for payment, the Licensor reserves the right, without liability to the Licensee, to suspend the Rights and refuse access to the Premises for the purposes of exercising the Rights until such time as the Monthly Rent is paid in full.
- 5.4. The Monthly Rent is inclusive of VAT.

6. PLACING THE RIGHTS ON HOLD

- 6.1. In exceptional circumstances and at the Licensor's absolute discretion, the Licensor may agree for the Licensee to place the Rights and therefore the payment of the Monthly Rent, 'on-hold'. During such period the Licensor's Rights shall be suspended and the Licensee shall not be permitted to access the Premises for the purposes of exercising the Rights. To reactivate the Rights, the Licensee shall notify the Licensor in writing and make payment of the Monthly Rent in accordance with the terms of this Agreement.
- 6.2. For the purposes of this clause 6, "**exceptional circumstances**" shall include but not be limited to: (a) the Licensee being unable to exercise the Rights for a period of one calendar month or more due to injury, ill-health or family leave.
- 6.3. The Rights may be placed on-hold under this clause 6 for a maximum period of 12 months, after which time this Agreement shall automatically terminate.

7. SUSPENSION OF RIGHTS BY THE LICENSOR

- 7.1. The Licensor reserves the right, without liability to the Licensee, to suspend the Rights and refuse access to the Premises for the purposes of exercising the Rights if, in its sole opinion, the Licensee is, or could be, behaving in a manner which does or could cause:
- 7.1.1. any harm to either a Member or the Licensor;
- 7.1.2. a breach of the Member's rules;
- 7.1.3. a breach of the Licensor's Policies,

pending an investigation into such behaviour by the Licensor. The Licensor will endeavour to undertake any investigation without undue delay and keep the Licensee updated.

8. LICENSEE'S OBLIGATIONS

- 8.1. During the Term, the Licensee shall comply with the terms of Schedule 1.

9. LICENSOR'S OBLIGATIONS

- 9.1. During the term of this Agreement, the Licensor shall maintain the Premises to a reasonable decorative condition and shall provide and maintain gym equipment in a good state of repair so that the Licensee can exercise the Rights.

10. SUBSTITUTES

- 10.1. Where the Licensee is unable to exercise the Rights due to short term illness, holiday or other temporary absence the Licensee may appoint a suitably qualified and skilled personal trainer as a substitute to act on behalf of the Licensee in respect of the exercise of the Rights (a "**Substitute**") provided that;
- 10.1.1. as between the Substitute and the Member, the Substitute shall enter into direct undertakings on terms which reflect those entered into by the Licensee in accordance with Paragraph 1.1 of Schedule 1; and
- 10.1.2. the Substitute shall provide to the Licensor evidence of the Qualifications and Insurance before exercising the Rights.

11. INSURANCE

- 11.1. During the term of this Agreement, the Licensee shall put in place and maintain with a reputable insurer incorporated in the United Kingdom, the Insurance which insures against all risks associated with the exercise of the Rights.

11.2. At the Licensor's request, the Licensee shall supply copies of the certificates of insurance.

12. NO WARRANTY

12.1. The Licensor gives no warranty that the Premises is fit for the purposes specified in this Agreement and gives no warranty in relation to the Rights.

12.2. All warranties and conditions, whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

13. INDEMNITY

13.1. The Licensee shall indemnify and keep the Licensor indemnified from and against all losses, damages, liability, costs and expenses (including professional fees) arising directly or indirectly as a result of or in connection with:

13.1.1. the Licensee's or Substitute's use of the Premises;

13.1.2. any act or omission of the Licensee, the Substitute or any person at the Premises and under their control;

13.1.3. the exercise of the Rights under this Agreement;

13.1.4. any breach of the Licensee's obligations under this Agreement.

14. LIABILITY

14.1. Subject to clauses 14.2, 14.3 and 14.4, the Licensor's total liability under or in connection with this Agreement shall not exceed the value of the Monthly Rent.

14.2. Subject to clauses 14.3 and 14.4, the Licensor shall not be liable for any of the following (whether direct or indirect): (a) loss of profit; (b) loss of or corruption to data; (c) loss of use; (d) loss of production; (e) loss of contract; (f) loss of opportunity; (g) loss of savings, discount or rebate (whether actual or anticipated); (h) harm to reputation or loss of goodwill; or (i) any type of consequential, indirect or special losses.

14.3. Subject to clause 14.4, the Licensor is not liable to the Licensee or any other person for any damage or liability caused by the Licensee or the Substitute exercising the Rights or the purported exercise of the Rights.

14.4. Nothing in this Agreement shall limit or exclude liability for:

14.4.1. death or personal injury caused by negligence;

14.4.2. fraud or fraudulent misrepresentation; or

14.4.3. any other losses which cannot be excluded or limited by applicable laws.

15. TERMINATION

15.1. This Agreement may be terminated at any time by either party giving to the other party, the Notice Period in writing.

15.2. Without affecting any other right or remedy, the Licensor may terminate this Agreement with immediate effect by giving notice in writing to the Licensee if:

15.2.1. the Licensee commits a breach of this Agreement which, if such breach is remediable, it fails to remedy it within 14 days of being given notice to do so;

- 15.2.2. the Licensee is guilty of any act of fraud or dishonesty or acts in any manner which, in the opinion of the Licensor, brings or is likely to bring the Licensee into disrepute or does or is likely to damage its goodwill;
- 15.2.3. the Licensee breaches the Policies; or
- 15.2.4. any consent, licence or authorisation held by the Licensor is revoked or modified such that the Licensor is no longer able to grant the Rights.

16. CONSEQUENCES OF TERMINATION

- 16.1. On termination of this Agreement for any reason:
 - 16.1.1. the Licensee shall immediately pay all outstanding Monthly Rents and Monthly Rents due up to the termination date;
 - 16.1.2. the Licensee shall and will procure that the Substitute shall, promptly provide the Licensor with a list of all Members who had pre-booked training sessions;
 - 16.1.3. as directed by the Licensor, the Licensee shall either refund the Member and fees paid for a personal training session which was due to take place after termination of this Agreement or transfer the fees to another licensee of the Licensor in order for that licensee to fulfil the personal training session;
 - 16.1.4. the Licensee shall and will procure that the Substitute shall, within 5 Business Days, deliver to the Licensor all Confidential Information in its possession or control
 - 16.1.5. the Licensee shall and will procure that the Substitute shall, within 5 Business Days, delete or procure the deletion of all electronic copies of all Confidential Information from any device under its control;
 - 16.1.6. the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected; and
 - 16.1.7. all rights granted to the Licensee and any Substitute under this Agreement, including the Rights, shall immediately cease.
- 16.2. Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

17. DATA PROTECTION

- 17.1. The Licensor will collect and process information relating to the Licensee (and any Substitute) in accordance with the privacy notice which is on the intranet.
- 17.2. For the purposes of this clause, Data Protection Legislation includes the General Data Protection Regulation (EU) 2016/679 (EU GDPR), the General Data Protection Regulation (EU) 2016/679 as it forms part of domestic law in the United Kingdom by virtue of section 3 of the EU (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or a part of the United Kingdom from time to time (UK GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation relating to data protection and privacy, as amended or updated from time to time, in the UK.
- 17.3. The Licensee and the Licensor acknowledge that for the purposes of the Data Protection Legislation, the Licensor is the data controller and the Licensee (and any Substitute) is the data processor.

- 17.4. The Licensee agrees and shall procure that the Substitute agrees, that they shall, in relation to any personal data (as defined in the Data Protection Legislation (Personal Data)) processed:
- 17.4.1. keep the Personal Data confidential;
 - 17.4.2. only process Personal Data on the Licensor's reasonable and documented instructions, unless required to do so by UK law in which case the Licensee (and any Substitute) shall inform the Licensor of that requirement before processing unless prohibited on important grounds of public interest by UK law;
 - 17.4.3. not transfer any Personal Data outside of the United Kingdom without the Licensor's prior written consent;
 - 17.4.4. assist the Licensor in responding to any data subject request (including data subject access requests and erasure requests) and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators, taking into account the nature of the processing and the information available to the Licensee (and any Substitute);
 - 17.4.5. notify the Licensor without undue delay on becoming aware of a Personal Data Breach (as defined in the Data Protection Legislation) or communication which relates to the Licensee's or the Licensor's compliance with the Data Protection Legislation;
 - 17.4.6. at the written request of the Licensor, delete or return Personal Data relating to this agreement and any copies thereof to the Licensor on termination of this agreement unless required by the Data Protection Legislation or UK law to store the Personal Data;
 - 17.4.7. make available to the Licensor, all information necessary to demonstrate compliance with this clause 17.4 and allow for and contribute to audits, including inspections, conducted by the Licensor or another auditor mandated by the Licensor;
 - 17.4.8. not engage another processor (Sub-Processor) without the specific written consent of the Licensor, such consent to not be unreasonably withheld or delayed, and if a Sub-Processor is engaged ensure the same data protection obligations as set out in this agreement shall be imposed on that Sub-Processor by way of written agreement or legal act under UK law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Licensee (or any Substitute) shall remain liable to the Licensor for the performance of the Sub-Processor's obligations;
 - 17.4.9. ensure appropriate technical and organisational measures are in place taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing and the risk to the rights and freedoms of natural persons; and
 - 17.4.10. immediately inform the Licensor, if, in the opinion of the Licensee (or any Substitute) an instruction under clause 17.4.2 infringes the Data Protection Legislation.

18. CONFIDENTIALITY

- 18.1. The Licensee shall and shall procure that the Substitute shall keep confidential all Confidential Information of the Licensor and shall only use the same as required to exercise the Rights. The provisions of this clause shall not apply to any information which is or which comes into the public domain other than by breach of this clause, any information which is independently developed by the Licensee without using information supplied by the Licensor

or any disclosure required by law or a regulatory authority or otherwise by the provisions of this Agreement.

18.2. This clause shall remain in force in perpetuity.

19. RELATIONSHIP OF THE PARTIES

19.1. The relationship of the Licensee (and the Substitute) to the Licensor will be that of independent licensee and nothing in this Agreement shall render it (nor the Substitute) an employee, worker, agent or partner of the Licensor.

19.2. The Licensee will not, and will procure that the Substitute will not:

19.2.1. hold itself and/or themselves out as having authority to bind the Licensor; nor

19.2.2. have any authority to incur any expenditure in the name of or on behalf of the Licensor,

19.3. The Licensee will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and National Insurance Contributions or similar contributions and any other liability, assessment or claim arising from or made in connection with the Monthly Rent, benefits received as a result of the Rights, sums received by Members and/or expenses paid in respect of the Rights.

19.4. If any claim, assessment or demand is made against the Licensor for payment of any income tax or National Insurance Contributions or other similar contributions arising from or due in connection with either the exercise of the Rights or any payment or benefit received by the Licensee in respect of the Rights, the Licensee and/or Substitute will, where such recovery is not prohibited by law, indemnify the Licensor against any liability, claim, assessment or demand. The Licensee will further indemnify the Licensor against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Licensor in connection with or in consequence of any such liability, assessment or claim.

20. NOTICES

20.1. Any notice given by a party under this Agreement shall be in writing and in English and sent to a party's address or email address as set out in the Agreement Details. Notices may be given, and shall be deemed received: (a) by first-class post: two Business Days after posting; and (b) by hand: on delivery and (c) by email: 24 hours after delivery if no notice of delivery failure is received.

20.2. This clause does not apply to notices given in legal proceedings.

21. GENERAL

21.1. **Force Majeure.** The Licensor shall not have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of the Agreement which result from an event or sequence of events beyond the Licensor's reasonable control

21.2. **Entire Agreement.** This Agreement and any document referred to in it contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this Agreement excludes liability for fraud.

21.3. **Waiver.** No failure or delay by the Licensor in exercising any right, power or privilege under this Agreement will impair the same or operate as a waiver of the same nor will any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

- 21.4. **No partnership or agency.** This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in it. Neither party will have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 21.5. **Severance.** If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and will not in any way affect any other circumstances of or the validity or enforcement of this Agreement.
- 21.6. **Third Party Rights.** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 21.7. **Further Assurance.** The Licensee shall at the request of the Licensor, and at the Licensee's own cost, do all acts and execute all documents which are necessary to give full effect to this Agreement.
- 21.8. **Remedies.** The rights and remedies provided in the Contract for the Licensor only are cumulative and not exclusive of any rights and remedies provided by law.
- 21.9. **Assignment and subcontracting.** The Licensee may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, save that the Licensee may appoint a Substitute in accordance with the terms of this Agreement.
- 21.10. **Set-off.** The Licensor shall be entitled to set-off under this Agreement any liability which it has or any sums which it owes to the Licensee under this Agreement or under any other contract which the Licensor has with the Licensee.

22. GOVERNING LAW AND JURISDICTION.

- 22.1. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

1.

Licensee Obligations

1. The Licensee warrants that it shall and will procure that the Substitute will, at all times during the term of this Agreement:

Members

- 1.1. ensure that all Members receiving personal training or instruction from the Licensee pursuant to the Rights granted under this Agreement enter into separate terms and conditions for the provision of personal fitness training services as between the Licensee and the Member.
- 1.2. be polite and courteous to Members;
- 1.3. use its best endeavours to ensure that the Members comply with all Applicable Laws, Member Rules and Policies relating to the Premises and the activities undertaken at the Premises;
- 1.4. act in good faith towards the Members in all respects at all times;
- 1.5. ensure that all individuals who receive personal training pursuant to the Rights are Members;
- 1.6. endeavour to promptly settle any Member complaint or query relating to the personal training service given by the Licensee pursuant to this Agreement, quickly and in a fair and reasonable manner and so as not to harm the goodwill or reputation of the Licensor, the Brand or any other personal trainers operating at the Premises.

Laws, regulations and policies

- 1.7. comply with all Applicable Laws relating to the Premises, the Rights and the Licensee's use of the Premises and exercise of the Rights, including but not limited to the Health and Safety at Work Act 1974;
- 1.8. comply with the Member Rules and Policies so as to ensure all Members are treated with dignity and respect and have a safe space to train;
- 1.9. comply with all fire regulations and directions relating to fire regulations as notified to the Licensee by the Licensor from time to time and
- 1.10. undertake appropriate training to actively assist with all emergency procedures as they arise from time to time at the Premises;
- 1.11. comply with all rules and regulations relating to the use of the Premises and exercise of the Right, as notified to the Licensee by the Licensor from time to time;
- 1.12. comply with the Licensor's "TrainSafe" guidelines and procedures as amended from time to time by the Licensor;
- 1.13. maintain the Qualifications and provide proof that the Qualifications are valid and current on the Commencement Date, annually and at any other time the Licensor requests such evidence;

Premises and property on the Premises

- 1.14. keep the Premises clean and tidy and clear of rubbish and re-rack and check the gym equipment so that it is safe for use during the exercise or purported exercise of the Rights;

- 1.15. as soon as reasonably practicable, repair any damage caused to the Premises and/or replace or repair any loss or damage to property on the Premises which is in any way attributable to the Licensee's exercise or purported exercise of the Rights;

General

- 1.16. exercise its Rights and provide personal training services with all due care, skill and ability;
 - 1.17. promptly notify the Licensor of any changes to the Licensee's personal contact details;
 - 1.18. only describe itself as an independent personal trainer who holds a licence to operate its services on the Premises;
2. The Licensee warrants that it shall not and will procure that the Substitute will not, at any time during the term of this Agreement:
 - 2.1. be critical or do anything which could be deemed to be critical, of the Licensor or its staff in its interactions with any Member;
 - 2.2. do anything on the Premises, nor exercise the Rights, in such a way as to cause damage to the Premises or nuisance, annoyance, disturbance, inconvenience, injury or damage to the Licensor or its tenants or Member or the owners or occupiers of adjacent or neighbouring premises;
 - 2.3. do or permit to be done anything which does or is likely to, damage the goodwill and reputation of the Licensor and the Brand;
 - 2.4. do or permit any act which does or could make, any insurance policy relating to the Premises void or voidable or which could increase the Licensor's premium for such insurance; and
 - 2.5. obstruct in any way the Licensor or its officers or servants or agents in the exercise of the Licensor's rights of possession and control of the Premises.