From the Chair  
Humphrey Cobbold  
CEO, PureGym

Self-employed Personal Trainers

In relation to the Work and Pensions Committee's recent correspondence with Gym Group, the Committee has received a letter and contract from a PureGym Personal Trainer (PT). We would like to query a number of features of your "self-employed" business model. These seem to be incompatible with self-employment and destined to cause confusion amongst your PTs. They include:

- Restrictions on substitution, requiring PTs to seek prior written permission from the gym Manager before sending a substitute (Section 4.vi);
- The inclusion of a notice period for termination of contract;
- The inclusion of a notice period for holidays; and
- The level of control exercised by PureGym over PTs: for example, requiring them to attend mandatory business development training, wear uniform, and complete pre-arranged shifts.

Your contract also goes to unusual lengths to have PTs agree they are not workers or employees, stipulating this in three instances (Sections 3.1, 4.xiv and 7.2-7.3). This is a common, but questionable clause in self-employment contracts. We have taken the view that such clauses are included in contracts largely as a means of putting workers off claiming the rights they may be due.

Given all of this, I would be grateful to receive an explanation of the basis on which your PTs are self-employed, and how this designation is compatible with the clauses set out in their contracts.

I would also like to question the payment of a mandatory Annual License Fee, which PureGym tells PTs covers insurance and uniform. As self-employed workers, PTs are responsible for their own insurance (as set out in Section 4.xv of your contract) and should be able to choose whether to wear uniform. I understand competitors such as Gym Group and Tru Gym do not charge such a fee. Might you please explain this peculiarity?

I would be grateful if you would please reply by Monday 8 January.

Best wishes,

Rt Hon Frank Field MP  
Chair