On behalf of: Claimant
Witness: P.G. Hume
No. of witness statement: 1
Exhibit: PGH1 (and PGH2 separately)
Date: 03.07.2026

IN THE HIGH COURT OF JUSTICE
OF ENGLAND AND WALES
LEEDS DISTRICT REGISTRY
KING'S BENCH DIVISION

CLAIM NO:

PURE GYM LIMITED

Claimant

and

PERSONS UNKNOWN SEEKING TO ENTER OR REMAIN ON THE CARPARKS OF THE CLAIMANT'S GYMS WITH CARAVANS, MOBILE HOMES OR TRAILER TENTS AT ITS GYM SITES IDENTIFIED ON THE PLANS ATTACHED TO THIS ORDER

Defendant

WITNESS STATEMENT OF PHILLIP GRAHAM HUME

I, Phillip Graham Hume, of Pure Gym Limited, Town Centre House, Merrion Centre, Leeds, LS2 8LY, state as follows:

1. I have been employed by the Claimant since July 2023 and since January 2025 I have worked for the Claimant as a Senior Estate Manager. I am duly authorised to make this witness statement on behalf of the Claimant.

2. I make this witness statement in support of the Claimant's application for an urgent interim and final injunction to prevent Persons Unknown from bringing caravans, mobile homes, and trailers onto the sites of the Claimant in order to camp and use the Claimant's facilities (the '**Application**').

3. This statement has been prepared following verbal and written discussions with the Claimant's solicitors.

4. The facts and matters set out in this statement are within my own knowledge unless otherwise stated, and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief. I apologise for the length of this statement however, the Claimant is suffering multiple trespasses at numerous sites over a

significant period and it is necessary to set out in detail what has happened in order for the Court to appreciate the need and justification for the relief sought.

5. There is now produced and shown to me a paginated bundle of true copy documents marked "**PGH1**". All references to documents in this statement are to Exhibit PGH1 unless otherwise stated and I refer to those exhibits in the form "**[PGH1-XX-YY]**". Information that is included in the exhibited documents but is not relevant to the Application has been redacted or whited out (including sensitive information included in documents such as copies of leases. Where appropriate, counterpart copies of documents (such as leases) are not included, to avoid duplication. Video recordings of CCTV footage are also separately exhibited to this witness statement in "**PGH2**" and I refer to those exhibits in the form "**[PGH2 (items XX-YY)]**".

Pure Gym Limited

6. The Claimant company was incorporated on 5 September 2008 and remains actively registered at Companies House with company registration number 06690189. The Claimant operates approximately 460 gyms providing fitness facilities and services throughout the United Kingdom, together with gyms in Switzerland, and Denmark. The majority of the Claimant's gyms can be accessed by members and customers 24 hours a day, 7 days a week.

7. The Claimant offers various membership packages to its members, including monthly plans; day passes ranging from 1 day up to 30 days; and fixed-term plans. The Claimant also runs promotional offers for free trial periods and also offers corporate membership packages. Some membership packages allow access to fitness classes and multiple gyms. Members may invite a limited number of guests to access the gyms, depending on the type of their membership. It is not possible to access the Claimant's gyms without either (I) a valid form of membership (including trial passes) or (ii) as the guest of a valid member. For ease of reference, those lawful visitors who do not have a membership but have a day pass or are invited as a guest of a member, shall be referred to as 'customers' throughout this statement.

8. Each valid member or customer is issued with either a PIN code; QR code; or access device (such as a fob) to enter the Claimant's gyms. The entrances to the Claimant's gyms feature a 'pod' or 'speed gate' system, which will only allow for 1 member to enter a gym via that particular 'pod' or 'speed gate' at a time. The member or customer is required to enter their PIN code or scan their QR code or fob to access the 'pod' or 'speed gate' and enter the gym. A 'pod' or 'speed gate' should only be accessed by 1 member or customer at a time, otherwise this would amount to an incident of 'PIN abuse', which is in breach of the Claimant's Terms of Conditions and Gym Rules (referred to in paragraphs 11 to 18 of this statement).

9. Prospective members and customers may apply for membership or passes using the Claimant's website (https://www.puregym.com/) or via a mobile application. Staff at the Claimant's gyms can assist in setting this up, but the prospective member or customer is required to themselves register through the website or mobile application.

10. In signing up for a membership, a prospective member is deemed to have agreed to the Claimant's Terms and Conditions **[PGH1-001-048]** incorporating the Gym Rules **[PGH1-049-051]**. The Terms and Conditions and the Gym Rules are made available on the Claimant's website. For ease, I refer to the Claimant's Terms and Conditions and Gym Rules in this statement together as the '**Terms**'.

Terms and Conditions

11. The Terms and Conditions impose requirements on both prospective and actual members (and customers) of the Claimant's gyms. General provisions in the Terms and Conditions include:

    a. A requirement for members before *"first use any of our gyms" to have "confirmed that you have read and you agree to these Terms and Conditions and the terms applicable to the type of membership you have chosen…"* **[PGH1-003]** and a requirement for members to *"keep to the Gym Rules"* **[PGH1-005]**;

    b. Confirmation that *"At the point at which we send you an email to confirm your purchase and receipt for your first payment, a binding contract will come into existence between you and us…These Terms and Conditions and the Gym Rules will be terms of this contract, along with any other terms applicable to the membership option you have selected in the join-up process."* **[PGH1-003]**;

    c. Confirmation that the Claimant *"provide[s] a range of changing facilities for [its] users"* but this provision does not extend permission for the general public to use its changing facilities **[PGH1-016]**; and

    d. Any use of the gyms by those under 16 years old is prohibited **[PGH1-017]**.

12. Various terms prohibit third-party use of the Claimant's gyms, stating that:

    a. Members *"cannot transfer this contract to anyone else or let anyone else use the rights under this contract. If you do let anyone else use one of our gyms under this contract we have with you, we can end this contract immediately by giving you notice by email."* **[PGH1-004]**. This is because *"we require all users to sign up to our Terms and Conditions and to complete a health agreement declaration which is personal to them"* **[PGH1-019]**;

b. Use of the PIN number or access device is *"issued solely for your use, as your membership is personal to you and only covers your use of a gym"* and the Terms and Conditions confirm that *"You are responsible for keeping your PIN number / Access Device secure and confidential at all times"* and that the *"PIN number / Access Device remains our property at all times"* **[PGH1-011]**. The Claimant confirms that *"In the interests of the safety and security of all our members, use of PIN numbers and Access Devices is monitored and individuals using PIN numbers / Access Devices may be asked to provide proof of identification"* **[PGH1-011]**; and

c. Where the sharing of a PIN number or Access Device is suspected, the Claimant reserves the right to *"conduct an investigation"*, the result of which might amount to a *"written warning demanding that you take steps to prevent further abuse of your PIN number or Access Device"*; *"apply a penalty charge to your membership fees"*; or *"cancel…your membership with immediate effect"* **[PGH1-011]**.

13. The Claimant may cancel membership and the contract between the Claimant and the member in certain circumstances. The Terms and Conditions specify that:

a. Where the Claimant has identified a breach of the Terms, they *"may choose to give you a written warning instead of ending this contract (cancelling your membership), but we do not have to give you a written warning before ending this contract"* **[PGH1-012]**;

b. The Claimant may elect to *"end this contract (which means cancelling your membership) immediately by giving notice to you by email, and we can claim from you any compensation due to us for loss we have suffered"* for various grounds, including the non-payment of membership fees; where certain specified Gym Rules have been broken or other non-specified Gym Rules have been *"repeatedly"* breached; where the Claimant *"reasonably believe[s] that if you continued to use the gym there is a risk of harm to yourself, any other user of the gym, or any member of PureGym staff"*; and/or where the Claimant *"reasonably believe[s] that if you continued to use the gym there is a real risk of damage to our reputation or any part of our business"* **[PGH1-012-013]**;

c. A breach of the Gym Rules includes incidents where a member has shared their *"PIN number or QR code with anyone or allow anyone else to use it or tailgate you into the gym"*; where a member has behaved in *an "aggressive, abusive, violent, or threatening manner whilst on our premises"*; and/or where a member has behaved in an *"anti-social manner when on our premises"* **[PGH1-013]**; and

d. In the event that *"any of your obligations under this contract"* are broken, the Claimant reserves the right to ask the member to *"leave the PureGym premises immediately"* and

"If we make this request (whether by our staff or via the remote CCTV operator), you must leave the premises immediately" **[PGH1-015]**.

14. Specific Terms and Conditions apply to 'Daily Membership' and 'Day Passes' packages offered by the Claimant, which confirm that:

    a. *"Daily membership commences once you have indicated your acceptance in the Declaration section of this web sign up process"* **[PGH1-010]**;

    b. Daily Memberships *"will be activated on the date you specified, running till midnight of the specified date"* **[PGH1-010]**;

    c. A Daily Member *"will be entitled to all the rights and privileges exercisable for daily membership as notified to you"* **[PGH1-010]**;

    d. A Day Pass is *"subject to a fair use policy"* with *"1 pass per person"*. The Terms and Conditions confirm that *"multiple passes may be cancelled without warning"* **[PGH1-022]**; and

    e. It is not possible to *"transfer this daily membership to anyone else nor transfer to another date"* **[PGH1-010, PGH1-022]**.

15. Specific Terms and Conditions also apply to a 'Guest Passes', confirming, in particular that:

    a. A *"nominated guest"* will be asked to *"first review and accept these Terms and Conditions and complete the health agreement declaration"* **[PGH1-018]**; and

    b. Where a guest uses the gyms, *"It is the responsibility of the member who nominated the guest to ensure that their nominated guest is familiar with the Gym Rules and our Safety and Security guidance"* **[PGH1-018]**.

Gym Rules

16. The Gym Rules consist of 27 provisions, which have been developed to ensure that the gyms remain a safe and welcoming environment for members. The Gym Rules are split into items that members (and customers) *"must do"* and *"must not do"*.

17. The Gym Rules confirm that members (and customers) must:

    a. *"familiarise yourself with these Gym Rules"* (rule 1) **[PGH1-049]**; and

    b. *"be considerate of others and avoid using gym machines or equipment for long periods of time"* (rule 6) **[PGH1-049]**.

18. The Gym Rules confirm that members (and customers) must not:

a. *"share your PIN number or QR code with anyone, or allow anyone else to use it. If someone tailgates you into the gym, please report to a member of staff"* (rule 1) **[PGH1-050]**;

b. *"wear inappropriate clothing. Clothing such as jeans, boots, flip-flops/sandals, slip on shoes or work wear are not permitted"* (rule 5) **[PGH1-050]**;

c. *"hog the gym machines or equipment for long periods of time"* (rule 6) **[PGH1-050]**;

d. *"behave in an aggressive, abusive, violent or threatening manner whilst on our premises"* (rule 11) **[PGH1-051]**;

e. *"behave in an anti-social manner when on our premises, for example by making unwanted advances of a sexual nature to other gym users or PureGym staff members, or by staring or cat calling at other users or PureGym staff members, or by engaging with other users after they have asked you to leave them alone"* (rule 12) **[PGH1-051]**; and

f. *"use the gym if you are under the age of 16. A member of staff may ask you for ID at any time"* (rule 13) **[PGH1-051]**.

The Issue

19. Members of the Travelling community (referred to as the '**Travellers**' hereafter who, unless specified otherwise, are Persons Unknown) have been accessing sites operated by the Claimant in Lancashire and Yorkshire since at least 2022, using the car parks attached to the gyms across Lancashire and Yorkshire for prolonged periods of time, in order to camp. The Travellers typically bring multiple vehicles and caravans (including motorhomes) onto the car parks attached to the gyms for significant periods of time. Staff employed at the Claimant's gyms recall that the Travellers have engaged in inappropriate behaviour whilst at the sites. I accept that these incidents have been ongoing for a period of time, however, in the last 7 months the Claimant's sites have been more frequently targeted by the Travellers, with incidents concerning actual and threatened violence as recently as May 2026. A plan showing the relevant sites to date (including 4 sites that have not been impacted but I consider to be at risk of trespass, referred to as Potential Target Sites at paragraph 351 of this statement) is available at **[PGH1-052]** (the '**Full Site Plan**'). The Full Site Plan labels the sites 1 – 12 in accordance with the order they are discussed in this statement. Those sites already impacted by the Travellers are indicated with red numbers (1 – 8) and those sites that are considered Potential Target Sites are indicated with orange numbers (9 – 12).

20. In addition to trespassing on car parks, the most problematic issue is that the Travellers have also been accessing, or attempting to access, the gyms, in 1 case, with membership (but in breach of the Terms explained above) or without membership (as trespassers), to use the

washroom facilities, including the showers and toilets and, on occasion the gym exercise facilities.

21. The specific details of the gyms and car parks impacted by the Travellers' acts of trespass are detailed throughout this statement and in the intelligence report dated 13 March 2026 prepared by L[redacted] of Vacant Property Experts Ltd ('**VPEX**') (the '**Report**'), a copy of which is available at **[PGH1-053-063]**.

22. In summary, the Claimant's sites affected by the Travellers to date are, as follows:

    a. The gym at Oldham Street, Denton, M34 3SJ (the '**Denton Gym**') and the associated car park (the '**Denton Car Park**'), the area of the site being identified edged red on the plan at **[PGH1-064] –** the Claimant occupies the Denton Gym and the Denton Car Park pursuant to a lease dated 16 April 2025 made between (1) Virgin Active Limited and (2) Pure Gym Limited **[PGH1-065-137]** and the Claimant's leasehold interest is registered at HM Land Registry with title number MAN248934 **[PGH1-138-144]**;

    b. The gym at Unit 2 Kings View, Didsbury Road, SK4 2BD (the '**Stockport North Gym**') and the associated car park (the '**Stockport North Car Park**'), the area of the site being identified edged red on the plan at **[PGH1-145] –** the Claimant occupies the Stockport North Gym and the Stockport North Car Park pursuant to a lease dated 29 January 2021 made between (1) BNP Paribas Depositary Services (Jersey) Limited and BNP Paribas Depositary Services Limited as Trustees of the Threadneedle Property Unit Trust and (2) Pure Gym Limited **[PGH1-146-192]** and the Claimant's leasehold interest is registered at HM Land Registry with title number MAN389834 **[PGH1-193-197]**;

    c. The gym at Victoria Works, Hempshaw Lane, SK1 4LG (the '**Stockport South Gym**') and the associated car park (the '**Stockport South Car Park**'), the area of the site being identified edged red on the plan at **[PGH1-198]**. The Claimant occupies the Stockport South Gym and part of the Stockport South Car Park pursuant to an underlease dated 30 November 2012 made between (1) Riossi Limited and (2) Pure Gym Limited **[PGH1-199-223]** as varied by a Deed of Variation dated 7 December 2015 made between (1) Jupiter Tradeco Ltd **[PGH1-224-304]** and (2) Pure Gym Limited and subsequently varied by a Deed of Variation dated 28 April 2026 made between (1) Shirestone Estates Limited and (2) Pure Gym Limited. The Superior Lease referred to in the underlease dated 3 February 1999 made between (1) Dixon Delancey (Stockport) Limited and (2) Carnell Motorcycles Limited and (3) Dixon Motors PLC is available at **[PGH1-235-299].** The Claimant's leasehold interest in the Stockport South Gym is registered at HM Land Registry with title number MAN202835 **[PGH1-305-307]**. The Claimant occupies the remaining part of the Stockport South Car Park pursuant to a separate lease dated 7 December 2015 made between (1) The Metropolitan Borough Council of Stockport and (2) Pure Gym Limited

[PGH1-308-333]. The Claimant's leasehold interest in the remaining part of the Stockport South Car park is registered at HM Land Registry with title number MAN260611 **[PGH1-334-336]**.

d. The gym at Victoria Avenue East, Moston, M9 7GH (the '**Moston Gym**', identified edged red on the plan at **[PGH1-337]**) and the associated car park (the '**Moston Car Park**', identified edged blue on the plan at **[PGH1-338]**, which forms part of the wider estate of the site comprised in the freehold interest registered at HM Land Registry with title number GM784886 in the name of Aldi Stores Limited) – the Claimant occupies the Moston Gym pursuant to a lease dated 5 October 2012 made between (1) Waylon Limited and (2) Pure Gym Limited **[PGH1-339-381]** subject to a Deed of Rectification dated 16 April 2013 made between (1) Waylon Limited and (2) Pure Gym Limited and as varied by a Deed of Variation dated 21 October 2021 made between (1) Waylon Limited and (2) Pure Gym Limited and the Claimant benefits from the right to use the Moston Car Park pursuant to clause 3.1 of the lease referred to (whereby the like right was granted at paragraph 1 of the First Schedule to the lease dated 15 May 2000 made between (1) J F Finnegan Limited and (2) Fitness First Clubs Limited (the '**Moston Headlease**', **[PGH1-382-392]**). It is understood that the Claimant is solely responsible for the maintenance costs associated with the Moston Car Park, for example the cost to install the barrier at the Moston Car Park referred to at paragraph 174 of this statement was met solely by the Claimant. The Claimant's leasehold interest is registered at HM Land Registry with title number MAN200275 **[PGH1-393-397]**;

e. The gym at Manchester Debdale Walk, Wall Way, M18 7WY (the '**Debdale Gym**') and the associated car park (the '**Debdale Car Park**'), being identified edged red on the plan at **[PGH1-398]** – the Claimant occupies the Debdale Gym and Debdale Car Park pursuant to a lease dated 2 September 2013 made between (1) K/S Debdale Park (acting by its Receivers) and (2) Pure Gym Limited **[PGH1-399-432]** subject to a Deed of Rectification dated 19 March 2018 made between (1) Mansfield District Council and (2) Pure Gym Limited as varied by a Deed of Variation dated 22 March 2022 made between (1) Mansfield District Council and (2) Pure Gym Limited and the Claimant's leasehold interest is registered at HM Land Registry with title number MAN216357 **[PGH1-433-438]**;

f. The gym at York Road, Knaresborough, HG5 0SP (the '**Knaresborough Gym**') and the associated car park (the '**Knaresborough Car Park**'), being identified edged red on the plan at **[PGH1-439]** – the Claimant occupies the Knaresborough Gym and Knaresborough Car Park pursuant to a lease dated 23 March 2023 and made between (1) Lidl Great Britain Limited and (2) Pure Gym Limited **[PGH1-440-496]** and the

Claimant's leasehold interest is registered at HM Land Registry with title number NYK503337 **[PGH1-497-499]**;

g. The gym at 9-15 Manton Street, Sheaf Gardens, S2 4BA (the '**Sheffield South Gym**') and the associated car park (the '**Sheffield South Car Park**'), being identified edged red on the plan at **[PGH1-500]** – the Claimant occupies the Sheffield South Gym and Sheffield South Car Park pursuant to a lease dated 15 September 2025 made between (1) The Sheffield City Council and (2) Pure Gym Limited **[PGH1-501-546]** and the Claimant's leasehold interest is registered at HM Land Registry with title number SYK728486 **[1213-1215]**; and

h. The gym at Stirling Rd, York, YO30 4TU (also known as Unit 2, Phase IV, Clifton Moor, York) (the '**York Gym**') and the associated car park (the '**York Car Park**'), being identified edged red on the plan at **[PGH1-548]** – the Claimant occupies the York Gym and York Car Park pursuant to a lease dated 13 September 2013 and made between (1) Henry Boot Projects Limited and (2) Pure Gym Limited **[PGH1-549-593]** and the Claimant's leasehold interest is registered at HM Land Registry with title number NYK409963 **[PGH1-594-599]**.

23. The Travellers trespassing on those sites in Lancashire:

a. Typically bring 9 cars, 8 caravans, and 2 motorhomes onto those sites, the size and volume of which generally exceed the designated car parking bays at the sites meaning that legitimate customers are unable to park to use the Claimant's gyms; and

b. Although they consist of Persons Unknown, it is understood that some of the Travellers are part of, or associated with, the 'Ward family', who have been described in the Report as *"violent volatile individuals who have been known for weapons and extreme violence"* and that their primary reason for camping at these sites is so that they can use the facilities within the Claimant's gyms **[PGH1-061]**, including showering facilities. The Report confirms that the Ward family have *"made it clear they will travel from Pure Gym to Pure Gym with no apparent reason but to use facilities"* and that they are *"unbothered by enforcement companies"* **[PGH1-061]**. The Report also states that the 'Ward family' are based in this area because they *"travel around the Lancashire area ripping out commercial properties for valuable cables"* **[PGH1-061]**. I have no further information to support those details stated in the Report.

24. The Travellers trespassing on those sites in Yorkshire:

a. Typically bring 3 cars and 5 caravans onto those sites, the size and volume of which generally exceed the designated car parking bays at the site; and

b. Although they consist of Persons Unknown, it is understood that some of the Travellers are part of or associated with the 'McDonagh family', who tend to stay in the vicinity of Knaresborough and Sheffield because of *"ongoing medical appointments"* and because the Claimant's car parks are understood to have *"been a safe haven for them due to ongoing conflicts with other travelling communities"* **[PGH1-061]**. I have no further information to support those details stated in the Report.

25. The Claimant frequently instructs enforcement agents to attend the sites to serve notice on, and remove, the Travellers. Until October 2025, the Claimant instructed Civil Enforcement Agents Limited trading as CEA Ltd ('**CEAL**'); since October 2025, the Claimant has instructed VPEX, save for the instruction of The Clearway Group Limited ('**Clearway**') in March 2026. The email dated 25 September 2025 available at **[PGH1-600-601]** shows my initial email to VPEX seeking their future assistance, referencing the sites in Denton, Debdale, and Moston. The Claimant also instructs enforcement agents to guard the sites with 'K9' security dog units, in addition to taking preventative measures such as installing height-restricting barriers at the entrance to some of the sites. Despite these measures, the Travellers continue to return to the sites operated by the Claimant to camp and use the facilities. It has been necessary to take steps to remove groups of Travellers from the sites, since at least 2022 however, in the last 7 months the frequency of the Travellers impacting sites operated by the Claimant has significantly increased.

26. The Travellers' regular and repeated acts of trespass cause significant disruption to the Claimant's business, and have a severe impact on the health, safety, and enjoyment of the Claimant's employees and the Claimant's members and customers in accessing and using the sites. The details are set out in full in subsequent paragraphs of this statement, however, in particular:

a. The Claimant has incurred significant cost (and continues to do so) in engaging measures to both remove the Travellers from the sites and prevent further trespass of the sites, which the Claimant is unlikely to be able to recover from the Travellers. As at the date of this statement, the approximate costs (excluding legal fees) amount to £425,607.63 (exclusive of VAT), which continue to be incurred in order to protect the sites;

b. The Travellers allow waste (including human and dog waste) and rubbish to accumulate at the sites during the periods they are present at the sites and fail to take the waste and rubbish with them when they leave, which has resulted in additional cost being incurred and/or resources used to clean the contaminated areas as detailed below in this statement;

c. The Travellers have behaved in a threatening, intimidating, and/or violent manner towards the Claimant's employees and/or the instructed enforcement agents, which has

resulted in altercations between the Travellers and the Claimant's employees, particularly where the Claimant's employees have tried to prevent the Traveller's access to the sites; and

d. The Claimant's members and customers (and also neighbours) have provided negative feedback and complaints to the Claimant in relation to the Travellers' use of the sites, not only due to the lack of cleanliness at the sites but also in relation to difficulties faced when trying to park in the car parks due to the volume of vehicles, caravans, people, and animals (including children that are playing and dogs running loose) that are present in the car parks.

27. It is also understood that at least 1 of the Travellers has obtained a membership or day pass for the primary purpose of accessing the facilities at the Denton Gym and the Stockport North Gym (rather than for using the gym to exercise and train) and has shared the PIN code to other individuals in the group so that they can also use the facilities, without having memberships or passes. This conduct is a serious breach of the Terms. Incidents of this nature have been identified at the Denton Gym and Stockport North Gym. This is discussed further, below.

(A) Affected Sites in Lancashire

Denton Gym and Denton Car Park

28. The Denton Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Denton Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

29. The Claimant's website presently advertises that members and customers of the Denton Gym can benefit from "***Free Parking*** *Park for free while you train"* and that *"free parking… (for up to 2.5 hours) is available on site"*, subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-604-607]**.

30. The Denton Car Park adjoins the Denton Gym, and accommodates approximately 148 cars, including 12 disabled parking bays.

31. The Denton Car Park features signage regarding the terms and conditions of parking at the Denton Car Park **[PGH1-609]**, which makes it clear that:

"Private Property – Parking Conditions Apply

…

If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an

£100 Parking Charge

…

Strictly NO parking on white or yellow lines or within any area with hatched markings.

"Vehicles to be parked within marked bays only. Do NOT park in such a way so as to cause an obstruction.

This land is private property and is managed by Highview Parking Ltd. with whom you contract when you park on this site. A Parking Charge will be issued when you allow your vehicle to remain in this car park in breach of the above terms and conditions. Failure to make prompt payment may incur additional costs…"

32. Additional signage is also displayed at the Denton Car Park in relation to liability for loss or damage to vehicles and property and also data protection information, although these are not considered relevant to this Claim **[PG1-610-611]**.

33. The Claimant accepts that white tape is now covering part of the signage that formerly confirmed the 2.5 hour limit on parking and it is understood that this was covered up as the signage was installed by a previous tenant. The Claimant nevertheless considers that the Denton Car Park has a time restriction of 2.5 hours for members and customers and that any use by a member or customer in excess of 2.5 hours per day would amount to a trespass, in accordance with the provisions stated on the Claimant's website **[PGH1-604-607]**. Non-members and/or non-customers using the car park would constitute a trespass in any event.

34. Staff at the Denton Gym have observed the unauthorised use of the Denton Gym and the Denton Car Park by Travellers on multiple occasions since at least 10 April 2024. It is understood that although some of the Travellers using the Denton Car Park and the Denton Gym are unidentified, others are believed to be from or connected to the Ward family.

Incident on or around 10 April 2024

35. It was necessary to instruct CEAL to remove Travellers for an incident that took place on or around 10 April 2024 **[PGH1-612]**. Unfortunately, I do not hold a record of the details of this incident, save for the exhibited email.

Incident on or around 20 August 2025

36. The second known unauthorised use of the Denton Car Park started at approximately 23:53 on 20 August 2025.

37. I recall from an email of instruction that I sent to CEAL that the Travellers brought 3 caravans, 2 trucks, and 1 "transit" van to the Denton Car Park **[PGH1-613]**.

38. I do not hold a copy of any notice that may have been served on the Travellers, and I am unable to confirm when the Travellers left the site with their vehicles and caravans.

39. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Ford Transit Van	Unknown	Unknown
Truck (Unknown)	Unknown	Unknown
Truck (Unknown)	Unknown	Unknown

40. The Travellers left the Denton Car Park in an untidy and unhygienic state and the staff at the Denton Gym had to spend significant time and resources to clean the Denton Car Park so that it was safe for the Claimant's employees, members, and customers.

41. The Claimant incurred significant costs for the instruction of CEAL in the amount of £4,066.50 (exclusive of VAT) during this period, to attend the site serve notice on the Travellers. Unfortunately, I do not have copies of the invoices raised by CEAL and because of the deterioration of the Claimant's relationship with CEAL due to the events described in paragraph 59 of this statement, these have not been requested. I am, however, able to exhibit a spreadsheet document, which states the costs associated with CEAL's instruction **[PGH1-614]** and will be referred to throughout this statement in support of CEAL's costs.

Incident on or around 21 – 22 September 2025

42. It was necessary to instruct CEAL to deal with an incident that took place on or around 21 September 2025 and 22 September 2025. Unfortunately, I do not hold a record of the details of this incident save for the details of the incurred costs to instruct CEAL in connection with this matter, which, I understand amounted to £4,461.00 (exclusive of VAT) **[PGH1-614]**.

28 – 29 October 2025

43. The fourth known unauthorised use of the Denton Car Park started on 28 October 2025. In an email sent to VPEX that same date, I confirmed that 3 caravans were at the site **[PGH1-620]**.

44. VPEX attended the site and the Travellers were served a notice at 13:30 on 28 October 2025 **[PGH1-618]**. VPEX confirmed that they *"received verbal abuse from the travellers whilst serving"* **[PGH1-618]**.

45. It is understood from an email from VPEX dated 29 October 2025 that the Travellers decided to *"leave of there own accord"* **[PGH1-616]**.

46. By 10:39 on 29 October 2025, the Travellers had left the Denton Car Park with their vehicles and caravans **[PGH1-615]**.

47. I do not know the specific details of the vehicles involved in this incident, although I note that in the photographs attached to the email I sent O[redacted] of VPEX at 09:34 on 28 October 2025 **[PGH1-620]** a red vehicle and grey van are visible and in a separate photo a dark-coloured pick-up truck is visible with a gathering of people close by **[PGH1-621]**. Further in the photograph (taken at 19:47 on 28 October 2025) attached to the email from VPEX dated 29 October 2025 **[PGH1-616]**, a dark grey van hitched to a caravan is shown.

48. The Travellers left the Denton Car Park in an untidy and unhygienic state and the staff at the Denton Gym had to spend significant time and resources to clean the Denton Car Park so that it was safe for the Claimant's employees, members, and customers.

49. The Claimant incurred significant costs for the instruction of VPEX in the amount of £1,545.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-622]**.

16 – 17 December 2025

50. The fifth known unauthorised use of the Denton Car Park started on 16 December 2025. The Report confirms that as at 17 December 2025, the Travellers had brought 5 caravans, used by a total of 5 males, to the Denton Car Park **[PGH1-057]**.

51. The Travellers were served a notice by Zora Defence on 16 December 2025, a copy of which is available at **[PGH1-623]**.

52. The Travellers subsequently left the Denton Car Park with their vehicles and caravans, although I am unable to confirm the date and time of their departure.

53. I understand that the vehicles involved in this incident **[PGH1-057]** were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Ford Transit	White	BG65 LVW

Ford Transit	White	HW20 VDT
Audi	Black	BF09 PSX
Skoda Superb	Unknown	Unknown (Irish)

54. The Travellers left the Denton Car Park in an untidy and unhygienic state and the staff at the Denton Gym had to spend significant time and resources to clean the Denton Car Park so that it was safe for the Claimant's employees, members, and customers.

55. The Claimant incurred significant costs for the instruction of VPEX in the amount of £15,100.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-624]**.

18 – 19 December 2025

56. The sixth known unauthorised use of the Denton Car Park started at approximately 19:58 on 18 December 2025.

57. The Report confirms 1 caravan was brought to the Denton Car Park **[PGH1-059]**. CCTV recordings produced by the Claimant **[PGH2 (items 5-7)]** show a grey or black Ford Ranger pickup truck (the vehicle registration number appears to be KT22 AEW) delivering the caravan to the Denton Car Park before shortly leaving at 20:19 on 18 December 2025. Screenshots of the vehicle arriving at the Denton Car Park are available at **[PGH1-625-629]** and screenshots of the vehicle leaving the Denton Car Park a short while later are available at **[PGH1-630-631]**.

58. The Report raises a suspicion that the caravan had been planted at the Denton Car Park by a male known as B[redacted], whose family owns CEAL. I do not have a photograph of the caravan being planted, however, the photograph at **[PGH1-632]** shows B[redacted] walking through the Denton Car Park on 19 December 2025. Zora Defence served a notice on the occupier of the caravan by attaching it to the caravan on 19 December 2025, a copy of which is available at **[PGH1-633]**. The Report indicates that B[redacted] was observed watching the caravan and then once the notice had been attached to the caravan, B[redacted] was observed taking a photograph of the notice on the caravan **[PGH1-059]**.

59. CEAL was previously instructed by the Claimant to carry out enforcement instructions at the various gyms and car parks operated by the Claimant and I had a suspicion that those working for CEAL were encouraging Travellers to trespass on the Claimant's sites, in order for CEAL to themselves be instructed to carry out enforcement services. The Claimant's

instructions to CEAL consequently ceased in October 2025, however, that has not resulted in a reduction of incidents involving the Travellers.

60. The caravan was subsequently removed by B[redacted] from the Denton Car Park, although I am unable to confirm the details of the date and time.

61. The Claimant incurred significant costs for the instruction of VPEX in the amount of £1,350.00 (exclusive of VAT) during this period, to attend the site and serve notice at the caravan **[PGH1-634]**.

62. The Claimant also incurred costs to instruct VPEX to place 'K9' dog units at the Denton Car Park on 19 December 2025 to 21 December 2025 at an additional cost of £1,645.00 (exclusive of VAT) **[PGH1-635]**.

5 – 6 March 2026

63. The seventh known unauthorised use of the Denton Car Park started between approximately 20:06 and 21:12 on 5 March 2026.

64. The images taken from the CCTV footage that show the Travellers' entry to the Denton Car Park at these times are shown at **[PGH1-636-640]**. The CCTV image available at **[PGH1-637]** shows at least 6 caravans at the Denton Car Park and the CCTV image at **[PGH1-638]** shows a motorhome being brought onto the Denton Car Park. In photographs attached to an email sent by Kate Hollingworth, a Cluster Manager employed by the Claimant, timed at 21:02 on 5 March 2026, at least 4 caravans and 1 motorhome are shown at the Denton Car Park **[PGH1-647-651]**.

65. The Report highlights that some of these individuals present at the Denton Car Park on 6 March 2026 are known for using violent weapons **[PGH1-058]**.

66. O[redacted] of VPEX confirmed in an email on 6 March 2026 that his team inspected the Denton Car Park in the morning of 6 March 2026 and identified 7 caravans, 7 vehicles, and 1 motorhome, with *"Multiple males occupying caravans and being hostile towards agents"* **[PGH1-644]**.

67. The Travellers wanted to remain at the Denton Car Park until 11 March 2026 but the agent from VPEX gave the Travellers until 12:00 on 6 March 2026 to leave the Denton Car Park **[PGH1-644]**.

68. The Travellers were served a notice by Zora Defence on 6 March 2026, a copy of which is available at **[PGH1-654]**. I received a further update from VPEX that the Travellers had agreed to leave at 18:00 instead **[PGH1-642]** and they subsequently left the Denton Car Park with their vehicles and caravans at 18:21 on 6 March 2026 **[PGH1-641]**.

69. Based on the Report and images taken from the CCTV footage, I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
BMW	Black	GP51 CAL
Peugeot	White	PJ73 DLF
Ford Transit	White	CP67 KNV
Jaguar	Red	BT66 KOB
Motorhome	White	P 9YPO
Ford Transit	Silver	YR17 ZJU
Unknown	Unknown	BT65 KED
Ford Transit	White	CU65 ORC
Ford Focus	Silver	Unknown
Land Rover Discovery	Silver	Unknown

70. I understand from the CCTV images taken at the Denton Car Park on 5 March 2026 that the white Ford Transit van with vehicle registration number CU65 ORC made a return trip to the Denton Car Park with an additional caravan **[PGH1-636, PGH1-640]**.

71. The Travellers left the Denton Car Park in an untidy and unhygienic state and the staff at the Denton Gym had to spend significant time and resources to clean the Denton Car Park so that it was safe for the Claimant's employees, members, and customers.

72. The Claimant incurred significant costs for the instruction of VPEX in the amount of £20,600.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-655]**.

73. Paragraph 129 of this statement explains that following the Travellers leaving the Denton Car Park on 6 March 2026, they travelled to the Stockport North Car Park to camp.

10 – 17 March 2026

74. The eighth known unauthorised use of the Denton Car Park started on 10 March 2026. It appears that this incident immediately followed the Travellers having left the Moston Car

Park earlier during the day on 10 March 2026, which is further explained in paragraph 183 of this statement. In an email sent by Alison Snowdon, employed by the Claimant as Head of Estates, to Clearway, it was emphasised that the Claimant's sites had been *"continually targeted"* **[PGH1-659]**.

75. The photograph at **[PGH1-657]**, which was taken by Clearway on 11 March 2026, shows at least 3 caravans and/or motorhomes at the site.

76. The Travellers were served a notice by Clearway on 11 March 2026, as confirmed in an email of the same date **[PGH1-658]**, however, I do not hold a copy of the notice.

77. It is understood that a representative of Clearway spoke with Greater Manchester Police (crime reference number 780/11/03/2026), however, the Police could not assist **[PGH1-658]**. It is also understood that the Travellers presented to Clearway 4 gym memberships and Clearway recollect that the Travellers *"claim to be lawful customers of Pure Gym and using the facilities as their membership allows, with the allowance of friends & family guest passes"* and therefore refused to leave **[PGH1-656]** although the Claimant has no evidence to suggest that those individuals were lawful members or customers (subject to what is stated in paragraph 79 of this statement).

78. Despite service of the notice by Clearway on 11 March 2026, the Travellers remained at the Denton Car Park.

79. Staff at the Denton Gym have confirmed that 1 of the Travellers present during this period was a male believed to be Jimmy Ward, who had gym membership assigned with ID 299P140293 (the '**JW Membership**'). The JW Membership was assigned the Stockport North Gym as its home gym, but the JW Membership entitled Jimmy Ward to access other gyms due to the type of membership obtained.

80. On 14 March 2026 at approximately 22:07, the male believed to be Jimmy Ward was identified using the Denton Gym for purposes other than to train and engaging in PIN abuse. The photographs at **[PGH1-660]** show the male in the Denton Car Park near to a caravan and then walking towards the Denton Gym. The photographs timed at 21:07:03 and 21:07:22 show the same male entering the Denton Gym via the access pods **[PGH1-600]**. The male is not wearing clothes suitable for gym use and this is in breach of the Claimant's Terms

81. Later in the evening of 14 March 2026, at approximately 21:22, the male returned to the Denton Gym with a female suspected to be a minor. The photograph timed at 21:22:20 **[PGH1-661]** shows the male entering a pod together with the female minor. This amounts to PIN / access abuse and is in breach of the Terms (specifically, rules 1 and 13 of the "must not" Gym Rules). The photograph timed at 21:26:39 **[PGH1-661]** shows the male and female minor using a pod together to leave the Denton Gym. This again amounts to PIN / access

abuse and is in breach of the Terms. These photographs show that the male and female minor are also not wearing clothes suitable for gym use and this is in further breach of the Terms (specifically, rule 5 of the "must not" Gym Rules).

82. Once the breaches of the Terms had been identified by the staff at the Denton Gym, a strike and a temporary suspension was imposed on the JW Membership on 14 March 2026. A 'strike 1' offence meant that Jimmy Ward was required to speak with a manager about the PIN abuse so that he could be reminded of the Gym Rules. The male believed to be Jimmy Ward was sent an email (although I do not have a copy of that email) and asked to return to either the Denton Gym or Stockport North Gym to speak with a manager about the incidents. It is understood that Jimmy Ward spoke with staff at the Stockport North Gym on or around 16 March 2026 regarding his membership. The JW Membership was reactivated for use, as is standard policy, and remains active as at the date of this statement. To be clear, the Claimant is not seeking an injunction against Jimmy Ward to prevent him from using his gym membership in accordance with the Terms, the Claimant seeks an injunction to prevent Persons Unknown (referred to as the '**Defendant**' hereafter) from trespassing on its car parks and from accessing the gyms as trespassers. If the Claimant becomes aware that Jimmy Ward commits another breach of the Terms or breaches the car parking restrictions at its gyms, it will take the appropriate action.

83. Staff at the Denton Gym received an email at 10:59 on 15 March 2026 from a neighbouring resident concerned about the presence of the Travellers at the Denton Car Park, recording that: *"On Saturday 14th March 2026 at 11 am I witnessed one of the traveller children go behind one of the caravans and pull down his joggers. He then had a wee but then continues to squat and poo!! He then pulled up his pants and carried on playing. One of the adults actually watched him do it!!"* **[PGH1-662-663]**. A photograph attached to the email shows what appears to be faeces on a verge of the Denton Car Park **[PGH1-663]**.

84. I subsequently instructed VPEX to attend the site and in an email I sent to VPEX on 16 March 2026, I recall that there were *"10 caravans on site"* and that it was *"the Ward family who have been on Stockport and Moston recently"* **[PGH1-682-683]**.

85. O[redacted] confirmed that there were 9 caravans and 1 motorhome at the Denton Car Park **[PGH1-679]**.

86. The Travellers were served a notice by Zora Defence during the afternoon of 16 March 2026, a copy of which is available at [**PGH1-684**].

87. The Travellers subsequently left the Denton Car Park with their vehicles and caravans by 18:25 on 17 March 2026, as confirmed in an email from P[redacted] of VPEX **[PGH1-664]**.

88. I am unable to confirm the details of the vehicles involved in this incident, however, I note from the photograph taken by Clearway on 11 March 2026 **[PGH1-657]** that at least 3 caravans and/or motorhomes were involved but by 16 March 2026 this had increased to 9 or 10 caravans and 1 motorhome.

89. I understand from the comments made by VPEX that during this period, the Travellers showed *"signs of heavy drinking"* and had suggested to the VPEX agent that their drinking would continue **[PGH1-677]**. The Travellers were described by VPEX as using the Denton Car Park as a *"dumping ground"* and allowed waste (including human waste) and rubbish to build up at the Denton Car Park and themselves raised complaints about the accumulation of waste **[PGH1-677]**. The Travellers were also observed urinating and defecating in the Denton Car Park. The photographs attached to the email from O [redacted] at 18:25 on 17 March 2026 **[PGH1-664-675]** show numerous items of waste and rubbish left by the Travellers in the Denton Car Park.

90. The Travellers were verbally aggressive when approached by VPEX and VPEX considered whether it was necessary for Police involvement **[PGH1-677]** and also observed being abusive and aggressive at other times, although I am unable to provide further details. VPEX also observed that there was *"additional unfamiliar vehicles present"*, which suggested that *"the location may be attracting further interest"* **[PGH1-677]**. I found this particularly concerning, given the number of Travellers already camping on the Denton Car Park was causing significant disruption to the Claimant's business and the safety of the Claimant's members and customers and employees.

91. VPEX overheard discussions within the group of Travellers *"about re-settling in the immediate vicinity"* **[PGH1-676]**. In later email from VPEX, it was confirmed that the Travellers had moved to a neighbouring site occupied by J Sainsbury PLC trading as Sainsbury's at premises on Oldham Street, Denton, Manchester, M34 3SJ ('**Denton Sainsbury's**') **[PGH1-664]**. Denton Sainsbury's is within 0.5 miles of the Denton Gym and Denton Car Park and the Denton Car Park is situated south-east of the Denton Sainsbury's, separated by a service road that serves Denton Sainsbury's.

92. As the Travellers left the Denton Car Park in an untidy and unhygienic state, the staff at the Denton Gym had to spend significant time and resources to clean the Denton Car Park so that it was safe for the Claimant's employees, members, and customers.

93. The Claimant incurred significant costs for the instruction of Clearway in the amount of £3,250.00 (exclusive of VAT) during this period, to attend the site and to serve notice on the Travellers **[PGH1-685]**.

94. The Claimant also incurred significant costs for the instruction of VPEX in the amount of £28,850.00 (exclusive of VAT) during this period, to attend the site and to serve notice on the Travellers **[PGH1-686]**. The Claimant further incurred a cancellation fee from VPEX, as they had instructed VPEX to install temporary barriers and blocks at the site, but this was no longer required following the departure of the Travellers, in the amount of £595.00 (exclusive of VAT) **[PGH1-687]**.

95. In addition, Nurture Landscapes (a clean-up team) had to be instructed by the Claimant to attend the Denton Car Park on shortly after the Travellers left the site to remove the urine and faeces left at the Denton Car Park and clean the area affected, at a cost to the Claimant of £120.00 (exclusive of VAT) **[PGH1-688-696]**.

Instruction of 'K9' Dog Unit

96. After the Travellers left the Denton Car Park, a 'K9' dog unit, consisting of at least one handler, employed by VPEX was placed at the site, which incurred a cost of £23.50 per hour (exclusive of VAT), from 16:00 on 17 March 2026 to and including 18:00 on 31 March 2026 (3 handlers were instructed to attend on 30 March 2026 and 31 March 2026), for a total of 471 hours. The associated cost for this period amounts to £11,068.50 (exclusive of VAT) **[PGH1-699-700]**.

97. 'K9' dog units, consisting of 3 handlers were instructed to attend the site between 07:00 on 1 April 2026 and 18:00 on 7 April 2026, for a total of 609 hours (attracting 48-hour charges for the 24-hour periods on 3 April 2026 and 6 April 2026). The associated cost for this period amounts to £14,311.50 (exclusive of VAT) **[PGH1-701-702]**.

98. Although, like the height-restricting barriers subsequently referred to throughout this statement, the 'K9' units may act as a deterrent, I consider that these methods in themselves are insufficient to protect the Claimant's sites both now and in the future, particularly given the incidents at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026, referred to at paragraphs 162 and 99 to 108 of this statement respectively. Further, it is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

Events between 17 – 28 March 2026

99. At approximately 14:00 on 23 March 2026, the VPEX 'K9' dog handler observed a number of caravans passing the Denton Car Park and believed that the Travellers may have been *"attempting to get back onto"* Sainsbury's Denton **[PGH1-697-698]**. I do not have any information about the Travellers being evicted from Sainsbury's Denton.

100. On 26 March 2026, I received an email from VPEX, which confirmed that there were *"13no caravans from the same family"* at Sainsbury's Denton **[PGH1-697]**, however, there were no reports of the Travellers attempting to approach the Denton Gym and Denton Car Park.

Incident on 28 March 2026

101. On 29 March 2026 I received an email from P[redacted] at VPEX, which explained that there had been an incident at the Denton Car Park the previous night **[PGH1-703]**.

102. At 22:09 on 28 March 2026, 2 unidentified males attempted to enter the Denton Car Park on foot, as stated in a report prepared by VPEX, which records the account of [redacted] K[redacted] (who was stationed at the Denton Car Park) (the '**Incident Report**') **[PGH1-704-708]**. The Incident Report suggests that the incident lasted until 23:40 on 29 March 2026. Based on the available information, I believe that the incident ended around 23:40 on 28 March 2026 and the reference to 29 March 2026 is a typographical error.

103. It is understood that the 2 unidentified males are part of a group of Travellers that were then camping at Denton Sainsbury's. It is understood that there were approximately 18 caravans parked on the Denton Sainsbury's car park at this time.

104. The Incident Report records that during the approach of the 2 unidentified males to the Denton Car Park they were *"shouting and swearing"* and attempting to *"gain access"* **[PGH1-705]**. The males are described as *"wearing balaclavas and dressed in all black clothing"* **[PGH1-705]**.

105. The 2 unidentified males were observed moving *"towards the entrance and appeared to be checking how they could get vehicles in"*. K[redacted] is said to have *"challenged"* the 2 unidentified males, making it *"clear they were not allowed on site"* **[PGH1-705]**. K[redacted] positioned himself and the 'K9' security dog K[redacted] was handling *"to block entry"* **[PGH1-705]**.

106. After K[redacted] turned the 2 unidentified males away, *"both individuals became more verbally aggressive"* and *"directed racial abuse towards"* K[redacted] and *"made threats"* **[PGH1-705]**. K[redacted] also recalls that the 2 unidentified males said that *"they would return with others to rip out the newly installed barrier"* and that *"they were nearby in the Sainsbury's car park and would come back during the night"* **[PGH1-705]**.

107. During the incident, the 2 unidentified males *"threw several glass bottles"* in the direction of K[redacted] and the 'K9' security dog **[PGH1-705]**. Fortunately, there were no injuries. The police were called and arrived at the Denton Car Park at 22:33, leaving at 22:39. The crime reference number allocated to the incident is 3518.

108. Photographs attached to the Incident Report show at least 1 of the males dressed in black outside the perimeter fence of the Denton Car Park; broken glass within the Denton Car Park from bottles thrown; and the attending police car **[PGH1-707-708]**. CCTV video footage was also recorded, which is exhibited separately to this statement at **[PGH2 (items 1-4)]** and I also exhibit screenshots from the CCTV and video footage at **[PGH1-709-717]**.

109. I understand that the Travellers left Denton Sainsbury's on or around 6 April 2026. It appears that the Travellers typically camp at Denton Sainsbury's both before and after a visit to the Denton Car Park.

110. In the light of the threats of further trespass and property damage and offensive comments directed at the 'K9' dog unit handler, together with the close proximity between the Denton Car Park and Denton Sainsbury's, I am extremely concerned that the Travellers are likely to imminently return to the Denton Car Park and/or Denton Gym and cause further harm and disruption.

Impact on the Denton Gym and Denton Car Park

111. On multiple occasions, the Travellers have allowed the children within the group to urinate and defecate in the Denton Car Park. The Travellers left waste (including human waste) and rubbish at the Denton Car Park when leaving. The presence of human waste at the Denton Car Park poses a serious health and safety risk to the Claimant's employees, its members, and customers. I explain in paragraph 95 of this statement, that staff at the Denton Gym have had to instruct a clean-up team to remove the waste and hazardous material on at least 1 occasion, which has resulted in the additional cost of £120.00 (exclusive of VAT) being incurred by the Claimant.

112. Staff at the Denton Gym have also observed the Claimant's genuine members and customers entering the Denton Car Park during peak times and, upon seeing between 7 and 13 caravans on site which take up significant space in the Denton Car Park, turning around and leaving the Denton Car Park due to their being insufficient parking spaces available. In addition, the Travellers have been standing in available car park spaces next to their caravans, further limiting the available car park spaces. The presence of the Travellers at the Denton Car Park is clearly impacting the ability for the Claimant's genuine members and customers to park at the Denton Car Park and use the services at the Denton Gym that the members and customers have paid for. The Claimant is conscious that clause 15.2 of the Headlease dated 16 January 2001 made between (1) Arrowcroft Leisure Limited and (2) Invicta Leisure (Denton) Limited for the Denton Gym and Denton Car Park (as incorporated by the current lease for the Denton Gym and Denton Car Park), which reads: *"Without prejudice to the generality of paragraph 15.1 not to use or suffer to be used the car park*

forming part of the Premises other than as car parking areas for customers and others doing business at the Premises…" **[PGH1-132]**.

113. Incidents of PIN abuse by the Travellers at the Denton Gym have also been reported, in particular concerning the JW Membership. Where PIN codes were not working, the Travellers were directing their anger towards the Denton Gym staff.

114. Staff at the Denton Gym have received numerous comments and complaints from members and/or customers, both verbally (typically on a daily basis) to staff and via member feedback forms.

115. Verbal complaints made to staff concerned the fact that members and customers have avoided the gym during evening and nighttime periods or during periods where the Denton Gym is unstaffed as they feel uncomfortable, and were also concerned about the amount of litter being left by the Travellers at the Denton Car Park.

116. Member feedback forms have recorded comments, as follows:

    a. *"There are travellers on the car park which means I don't like to visit outside of staffed hours. This has stopped me exercising this week"* **[PGH1-718]**; and

    b. *"Travellers taking over the car park, outside bins over flowing and it looks like an attempt has been made to force upon the front door. I usually feel safe (as a woman alone) to work out but not at the moment"* **[PGH1-718]**.

117. Following members visiting 1 of the Claimant's gyms, members will receive an email inviting them to score their visit on a scale between 1 and 10, across a range of metrics such as equipment quality; availability; and cleanliness of the gym. This data is used to produce a "Net Promoter Score" record. The Net Promoter Score record for the Denton Gym between 28 February 2026 and 29 March 2026 is available at **[PGH1-719]**. The Net Promoter Score records indicate a dip in member satisfaction during the period shortly after the trespass on 5 – 6 March 2026 (from a high of 24.3 on 7 March 2026 down to 2.3 on 12 March 2026). Throughout March 2026, the Net Promoter Score for the Denton Gym stayed consistently low since 12 March 2026, raising only to a high of 10.6 on 25 March 2026, before again decreasing to low scores. It is noted that that the reduced Net Promoter Score figures coincide with the dates of the trespass at the Denton Car Park and Denton Gym, noting those dates are 5-6 March 2026; 10-15 March 2026; and, the incident on 28 March 2026. The graph at **[PGH1-720]** demonstrates a reduction in membership numbers at the Denton Gym and the graph at **[PGH1-721]** shows a decline in attendance at the Denton Gym between August 2025 and December 2025 and despite an increase in early 2026, a gradual dip in attendance figures is further observed thereafter.

118. In order to try to reduce the frequency of incidents of trespass, the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Denton Car Park, which was installed on 7 April 2026 and incurred costs of £8,650.00 (exclusive of VAT). Unfortunately, a copy of the invoice is unavailable. The Claimant appreciates that in installing this barrier, it has already taken a measure to reduce the likelihood of further trespass, however, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026, and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184 and 99 to 108 and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks to enter the car parks to camp. I do not consider that the installation of this barrier, in itself, will be sufficient to protect this site.

119. As at the date of this statement, the Claimant's total costs in instructing VPEX for enforcement and security services at the Denton Gym and Denton Car Park between November 2025 and March 2026, and the installation of the height-restricting barrier, amount to £115,612.50 (exclusive of VAT).

Stockport North Gym and Stockport North Car Park

120. The Stockport North Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Stockport North Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

121. The Claimant's website presently advertises that the Stockport North Gym has *"**Free Parking** Park for free while you train"* and "*2 hours free parking is available for members"* **[PGH1-724-727]**.

122. The Stockport North Car Park adjoins the Stockport North Gym and accommodates approximately 43 cars.

123. The Stockport North Car Park features signage regarding the terms and conditions of parking **[PGH1-729]**, which makes it clear that:

"PRIVATE LAND

…

Maximum stay 2 hours

No return within 1 hour

…

2 HOURS MAXIMUM STAY. NO RETURN WITHIN 1 HOURS AT ANYTIME. PARKING FOR CUSTOMERS ONLY, NO PARKING AND LEAVING SITE.

…

YOU MUST PARK YOUR VEHICLE IN A DESIGNATED PARKING BAY AND WHOLLY WITHIN THE CONFINES OF THE BAY MARKINGS.

…

Breach of ANY of the terms and conditions will result in the driver being liable for A Parking Charge of £100…

…

BY ENTERING OR REMANINING ON THIS LAND YOU AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS".

124. There is also an information banner displayed inside the Stockport North Gym **[PGH1-730]**, which advertises *"2 hours free parking"* for members and that *"Exceeding the 2 hour allowance may incur a fine of up to £100"* and that *"Additional parking is also available at the back of the building"*.

125. A laminated sign is also displayed at the Stockport North Gym to remind members and customers to register their vehicle details for the purposes of parking in the Stockport North Car Park **[PGH1-731]**, and states:

"UPDATED PARKING REGULATIONS!

PLEASE ENSURE YOU ENTER YOUR CAR REGISTRATION AT THE START OF YOUR VISIT ON EVERY VISIT.

FAILIURE TO DO SO COULD LEAD TO A FINE BEING ISSUED.

THE CAR PARK TABLET IS LOCATED THROUGH THE GATES ON THE WALL TO THE RIGHT…"

126. The tablet device used to register the details of the members and customers using the Stockport North Car Park is shown in the photograph at **[PGH1-730]**.

127. The Claimant therefore considers that the Stockport North Car Park has a time restriction for users of 2 hours for members and customers and that any use in excess of 2 hours per day would (save for what is stated below in this paragraph) amount to a trespass, although I understand that if members and customers register their parking session on the tablet device, they are able to park for up to 5 hours per day without being considered in breach of

the parking rules. In any event, use of the car park by non-members and/or non-customers would amount to a trespass.

128. Staff at the Stockport North Gym have observed the unauthorised use the Stockport North Car Park by Travellers between 7 March 2026 and 9 March 2026. It is understood that although some of the Travellers using the Stockport North Car Park and the Stockport North Gym are unidentified, others are believed to be from the Ward family.

7 – 9 March 2026

129. The first known unauthorised use of the Stockport North Car Park started at approximately 18:55 on 7 March 2026 and it appeared to staff at the Stockport North Gym that these were the same group of Travellers who had left the Denton Car Park on 6 March 2026. I am unable to exhibit the CCTV footage recordings, however, screenshots of the CCTV footage are exhibited at **[PGH1-732-735]**.

130. The Report identifies that on 8 March 2026, 8 caravans and 2 motorhomes, used by a total of between 10 and 12 males, were observed at the Stockport North Car Park **[PGH1-057]**, although in email from C[redacted] on 8 March 2026 it was confirmed that 9 caravans including 1 motorhome were identified **[PGH1-736-737]**. I understand that the Report highlights that some of these individuals, being members of, or connected to, the Ward family community, are known for using violent weapons. O[redacted] notes in an email dated 8 March 2026 that *"4 of the males were very confrontational"* and that VPEX would *"liaise with the police on this one"* **[PGH1-736-737]**.

131. The Travellers were served a notice by Zora Defence between 11:21 and 13:47 on 8 March 2026, a copy of which is available at [**PGH1-741**].

132. The Travellers subsequently left the Stockport North Car Park with their vehicles and caravans between approximately 19:14 and 19:21 on 9 March 2026. Screenshots from CCTV footage are exhibited at **[PGH1-742-746]**.

133. I understand from the Report and CCTV footage that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
BMW	Black	GP51 CAL
Peugeot	White	PJ73 DLF
Ford Transit	White	CP67 KNV

Jaguar	Red	BT66 KOB
Motorhome	White	P 9YPO
Ford Transit	Silver	YR17 ZJU
Unknown	Unknown	BT65 KED
Land Rover Discovery	Silver	Unknown

134. During this period, the Travellers allowed waste and rubbish to accumulate at the Stockport North Car Park and failed to remove it upon leaving, which staff at the Stockport North Gym had to spend time and resources cleaning.

135. The Claimant incurred significant costs for the instruction VPEX in the amount of £31,100.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-747]**.

136. It is noted that upon leaving the Stockport North Car Park on 9 March 2026, by 20:09 on that same date they had already arrived at the Moston Car Park, which is approximately 13 miles from the Stockport North Car Park. That incident is detailed further in paragraphs 183 to 193 of this statement.

Incident on or around 16 March 2026

137. As explained in paragraph 82 of this statement, the male believed to be Jimmy Ward was required to attend either the Denton Gym or Stockport North Gym to discuss the PIN abuse that had been identified on the JW Membership account, in breach of the Terms.

138. The male believed to be Jimmy Ward attended the Stockport North Gym on or around 16 March 2026 to discuss the incidents with the gym manager and to allow the gym manager the opportunity to reiterate the Gym Rules. The JW Membership was subsequently reactivated for use.

Instruction of 'K9' Dog Unit

139. A 'K9' dog unit, consisting of at least 1 handler, employed by VPEX was placed at the site, which incurred a cost of £23.50 per hour (exclusive of VAT), from 16:00 on 17 March 2026 to and including 18:00 on 27 March 2026, for a total of 242 hours. The associated cost amounts to £5,687.00 (exclusive of VAT) **[PGH1-748]**. The instruction of the 'K9' dog unit at this site was in direct response to concerns that the Travellers would leave the Denton Car Park and immediately travel to this site to camp. Although, like the height-restricting barriers, the 'K9' units may act as a deterrent, I consider that these methods in themselves are

insufficient to protect the Claimant's sites both now and in the future, particularly given the incidents at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively. Further, it is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

Impact on the Stockport North Gym and Stockport North Car Park

140. The Travellers have left waste and rubbish at the Stockport North Car Park when leaving. The presence of waste at the Stockport North Car Park poses a serious health and safety risk to the Claimant's employees, its members, and customers. Staff at the Stockport North Gym have had to spend time removing the waste.

141. Staff at the Stockport North Gym have also observed the Travellers parking their vehicles and caravans along the roadway in the Stockport North Car Park and the Travellers occupying the whole of the back part of the Stockport North Car Park, which has limited the car parking spaces available to the Claimant's genuine members and customers.

142. Incidents of PIN abuse by the Travellers at the Stockport North Gym have also been reported. It appears that an individual or individuals within the group of Travellers attending the Stockport North Car Park (possibly including Jimmy Ward) were sharing the PIN code assigned to a gym membership (possibly the JW Membership) to other individuals in the group of Travellers, so that they could gain access to the Stockport North Gym facilities to wash themselves and their clothes. Regrettably, the Claimant is unable to provide further details on this.

143. As is explained in paragraphs 79 to 82 of this statement, the JW Membership was assigned the Stockport North Gym as the home gym, but the JW Membership entitled Jimmy Ward to access other gyms and a strike and suspension was consequently imposed by the Claimant on the JW Membership on 14 March 2026 for the breaches of the Terms.

144. Staff at the Stockport North Gym have received numerous verbal feedback from members and/or customers, who raised complaints concerning:

    a. the Travellers' unauthorised use of the car parking spaces at the Stockport North Car Park, querying when the Travellers would leave the Stockport North Car Park; and

    b. the Travellers' use of the Stockport North Gym shower facilities, which are reserved for genuine members and customers, to wash the Traveller's clothing.

145. The Travellers' unauthorised use of the Stockport North Car Park and Stockport Gym is clearly impacting the ability for the Claimant's genuine members and customers to park at

the Stockport North Car Park and use and enjoy the services at the Stockport North Gym that the members and customers have paid for.

146. In order to try to reduce the frequency of incidents of trespass, the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Stockport North Car Park, which was installed on 24 April 2026. This incurred a cost of £9,140.00 (exclusive of VAT), although the Claimant is currently unable to provide an invoice as this has not yet been raised. It is further noted that the Claimant had to install temporary barriers, in the form of concrete blocks and temporary height-restricting barrier, at the Stockport North Car Park, which were installed on or around 27 March 2026 on a minimum 4-week term, in order to protect the site in the interim period. I am unable to confirm the cost of the temporary barriers and an invoice has not yet been raised. Now that the permanent height-restricting barrier has been installed, the Claimant is arranging for the temporary barriers to be removed. The Claimant appreciates that despite the installation of the height-restricting barrier, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks, or find alternative means, to enter the car parks to camp. I do not consider that the installation of this barrier, in itself, will be sufficient to protect this site.

147. As at the date of this statement, the Claimant's total costs in instructing VPEX for enforcement and security services, and the installation of the height-restricting barrier, at the Stockport North Gym and Stockport North Car Park amount to £45,927.00 (exclusive of VAT).

<u>Stockport South Gym and Stockport South Car Park</u>

148. The Stockport South Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Stockport South Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

149. The Claimant's website presently advertises that the Stockport South Gym has *"Free Parking Park for free while you train"* and that members can *"park in the free on-site car park"* and *"After 5pm on weekdays, you can also park across the road outside Magnet Direct"* and that *"Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-752, PGH1-755]**.

150. The Stockport South Car Park adjoins the Stockport South Gym and accommodates approximately 87 cars, including 2 disabled parking spaces.

151. The Stockport South Car Park features signage regarding the terms and conditions of parking **[PGH1757]**, which makes it clear that:

"Private Property – Parking Conditions Apply

2 ½ HOUR MAXIMUM STAY CAR PARK

Pure Gym Members Only

…

If your vehicle remains on site and fails to comply with any of the terms and conditions stated below at any time, you agree to pay an

£100 Parking Charge

(reduced to £60 if paid within 14 days)

Maximum stay period for registered Pure Gym members vehicles only.

Members must register their vehicle using the touchscreen console inside the gym to validate their parking.

…

Vehicles parked in disabled bays MUST display a valid blue badge in the front windscreen at ALL times.

Strictly NO parking on white or yellow lines or in an area with hatched markings.

Vehicles to be parked within marked bays only.

Do NOT park in such a way as to cause an obstruction…"

152. There is also an information banner displayed inside the Stockport South Gym **[PGH1-758]**, which states that:

"AVOID AN £85 FINE

PARKING RESTRICTIONS IN OPERATION

For 2.5 hours free parking you must enter your vehicle registration into the parking tablet every time you visit.

If you do not register your details, or exceed the 2.5 hour limit, this will result in a fixed penalty charge…"

153. A tablet device is accessible in the Stockport South Gym to allow the Claimant's members and customers to register their vehicle details for the purposes of parking at the Stockport South Car Park **[PGH1-759]**.

154. The Claimant therefore considers that the Stockport North Car Park has a time restriction for users of 2.5 hours for members and customers and that any use in excess of 2.5 hours per day would amount to a trespass. In any event, use of the car park by non-members and/or non-customers would amount to a trespass.

155. Staff at the Stockport South Gym have observed the unauthorised use the Stockport South Car Park by Travellers between approximately 28 May 2026 and 30 May 2026.

28 – 30 May 2026

156. Between the evening of 28 May 2026 and the early morning of 29 May 2026, Travellers trespassed on the Stockport South Car Park.

157. In an email from Alison Snowdon dated 29 May 2026, it was confirmed that works were being carried out at the Stockport South Gym and that contractors required *"access to work and receive deliveries"* and that this *"encampment is even more disruptive that usual"* **[PGH1-773]**.

158. O[redacted] of VPEX confirmed that VPEX had attended and served notice on 2 caravans at *"around 2pm"* and agents were informed by females at the site that *"men working locally and wanted to remain a few days"* **[PGH1-766]**. I do not have a copy of the notices served on the Travellers.

159. The 2 caravans and 2 vans can be seen in the photographs at **[PGH1-768-771]**. In particular, the photographs at **[PGH1-769-770]** show that the caravans were placed in close proximity to the parking notice signs at the site

160. VPEX agents attended the Stockport South Car Park at around 07:00 on 30 May 2026 but did not manage to successfully make contact with the Travellers until 10:30 that morning **[PGH1-775]**. Although the Travellers agreed to leave around 13:00, the Travellers did not leave the site until between 14:00 and 14:07 on 30 May 2026 and VPEX record that the *"site was left relatively clear but for some human waste left underneath where the smaller caravan had been sited"* **[PGH1-760]**. The human excrement is shown in the photograph at **[PGH1-763]**.

161. I understand from VPEX **[PGH1-775-776]** that the vehicles involved in this incident were, as follows:

Make / Model	Colour	Vehicle Registration Number
Skoda 4x4	White	BK26 VWU
Vauxhall Van	White	VU12 VSX
Vauxhall Van	Red	YIG 1438

162. The account provided by VPEX states that the Travellers *"advised enforcement agents that they intended to remain within the local area for approximately 1 week due to ongoing work commitments and required access to car parks where facilities were available"* and that 1 of the Travellers stated *"You can move us from here but we will just go up the road to the next one"* **[PGH1-775]**. VPEX therefore had suspicions that a further site operated by the Claimant could be trespassed on. This is concerning given the close proximity between the Stockport North Car Park and Stockport South Car Park (there is approximately 1.8 miles between the 2 sites) and also the Hyde Car Park (referred to in paragraph 352(c) of this statement), which is approximately 4.2 miles away from the Stockport South Car Park.

163. During this period, the Travellers allowed their children to run loose around the Stockport South Car Park without proper supervision and control. As explained in paragraph 160 of this statement, the Travellers left human excrement at the site.

164. The Claimant incurred significant costs for the instruction of VPEX in the amount of £5,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-777]**.

Impact on the Stockport South Gym and Stockport South Car Park

165. The Travellers have left human waste at the Stockport South Car Park when leaving. The presence of human waste at the Stockport South Car Park poses a serious health and safety risk to the Claimant's employees, its members, and customers. Staff at the Stockport South Gym have had to spend time removing the waste.

166. Further, as is explained in the email at **[PGH1-773]**, the Claimant had instructed contractors to carry out works at the Stockport South Gym. Due to the presence of the Travellers' vehicles and caravans at the Stockport South Car Park, the contractors' ability to access the Stockport South Gym was significantly impeded.

167. As at the date of this statement, the Claimant has incurred costs in instructing VPEX for enforcement and security services at the Stockport South Gym and Stockport South Car Park in May 2026, which amount to £5,350.00 (exclusive of VAT).

Moston Gym and Moston Car Park

168. The Moston Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Moston Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

169. The Claimant's website presently advertises that the Moston Gym has *"**Free parking** Park for free while you train"*, subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fine"* **[PGH1-781-785]**.

170. The Moston Car Park adjoins the Moston Gym. For the avoidance of any doubt, the Moston Car Park does not form part of the Claimant's leasehold title of these premises, however, as explained in paragraph 22(d) of this statement, paragraph 1 of the First Schedule to the Moston Headlease (as the terms are incorporated into the lease for the Moston Gym) grants the right *"for the Tenant its undertenants or other occupiers of the Property and its or their customers or their employees and invitees at all times and for all proper purposes in connection with its use of the Property to use the car parking spaces within the Estate (other than those spaces edged green) shown on the Plan for the parking of private motor cars and motorcycles only and in common with the Landlord and the other tenants of the Estate"* **[PGH1-389]**. The "Estate" is shown edged blue on the plans attached to the lease for the Moston Gym and the Moston Headlease. The Claimant therefore considers that the Claimant, together with its members and customers and employees, have the right to park cars and motorcycles in the Moston Car Park.

171. There are approximately 171 car parking spaces that are allocated to the Moston Car Park. The Moston Car Park is shared with the adjoining premises known as ALDI, 263 Victoria Avenue East, Manchester, M9 7HW, occupied by ALDI Stored Limited (the '**Moston ALDI**').

172. The Claimant has not installed any signage regarding the terms and conditions of parking at the Moston Car Park. However, members and customers can only park while they train and any use by non-members and/or non-customers would constitute a trespass in any event.

173. As set out below, staff at the Moston Gym have observed the unauthorised use of the Moston Car Park by Travellers on multiple occasions, since at least 4 February 2022 and most recently on 9 March 2026.

174. I also note that the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Moston Car Park at least 5 years ago, although the incurred costs are unknown but estimated to have been approximately £7,000.00 (exclusive of VAT). Due to the time that has elapsed, I have not considered this figure as part of my calculation of the Claimant's losses.

Incident on or around 4 February 2022

175. An email from Paul Ashton, who is employed as a Regional Manager by the Claimant (and was in the same role at the material time), which is dated 4 February 2022 records that Travellers had attended an area of the Moston Car Park **[PGH1-787-788]**. Paul Ashton was concerned that even though the Travellers were not directly outside the Moston Gym, the Claimant's members and customers had to *"drive through the travellers to get into our car park"* and concerns were also raised that the restaurant (adjacent to where the Travellers were camping) was vacant and so *"the worry is how long they will remain here"*. The email refers to *"previous issues with them coming onto our car park"* and so it appears that there were previous incidents of trespass by Travellers at the Moston Gym and Moston Car Park, which resulted in the need for a height-restricting barrier to be installed.

176. After this incident there was then a period of calm, however, this was broken in October 2025 as explained below.

31 October 2025

177. The second known unauthorised use of the Moston Car Park started at approximately 07:55 on 31 October 2025, as confirmed in the email I sent to O[redacted] on 31 October 2025 **[PGH1-793]**, which confirmed 3 caravans at the Moston Car Park.

178. I also discovered that the Travellers had damaged the entrance barrier to the Moston Car Park when accessing the Moston Car Park, as set out in the email at **[PGH1-792]**. Liam Stewart, who is employed by the Claimant, sent photographs to O[redacted] by email **[PGH1-789-791]**, which show the 3 caravans on site, and what appears to be a dark-coloured van and white van.

179. In an email from O[redacted] timed at 11:31 on 31 October 2025 **[PGH1-795]**, it is confirmed that the Travellers were *"part of the same travelling community"* although no further information was provided. That email also explained that the Travellers *"were adamant they're not leaving today"*, however, it was confirmed in a further email from O[redacted] in the early evening of 31 October 2025 that they had left the site by 18:00 **[PGH1-794]**.

180. I understand that the Travellers were served a notice, although I do not have any further information regarding the notice.

181. During this period, the Travellers allowed waste and rubbish to accumulate in the Moston Car Park and failed to remove this on their departure, which made it necessary for staff at the Moston Gym to clean up the Moston Car Park.

182. The Claimant incurred significant costs for the instruction of VPEX in the amount of £6,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-796]**.

9 – 10 March 2026

183. The third known unauthorised use of the Moston Car Park started at approximately 20:10 on 9 March 2026 and it is believed that this was by the same group of Travellers that left the Stockport North Car Park at approximately 19:21 on 9 March 2026 (as explained in paragraph 132 of this statement).

184. An email from staff at the Moston Car Park **[PGH1-797-798]** confirms that the Travellers *"gained access by cutting the padlock to the barrier we have in place"* and that it was necessary to call the Police because the Travellers were *"blocking the gym entrance for members"*. This is confirmed in CCTV footage **[PGH2 (items 8 and 9)]** (screenshots of the CCTV footage are exhibited at **[PGH1-804-813]**), which shows the height-restricting barrier being opened, which would only have been possible following the padlock being cut. It is understood that the height-restricting barrier was also damaged in the process. As set out in paragraph 178 of this statement, the Travellers had previously damaged the barrier at the Moston Car park in October 2025.

185. The presence of the Police at this incident can be observed in the CCTV footage **[PGH1-811-813]**.

186. The Report confirms that as at 10 March 2026, 8 caravans and 2 motorhomes, used by a total of 13 males, were observed at the Moston Car Park **[PGH1-057]**. Photographs taken on 9 March 2026 by staff at the Moston Car Park are shown at **[PGH1-799-803].** The Report highlights that some of these individuals are known for using violent weapons **[PGH1-057]**.

187. The Travellers had confirmed to staff at the Moston Car Park that they would leave by sunrise on 10 March 2026 **[PGH1-814]**, but they failed to do so. An email sent at approximately 07:49 on 10 March 2026 by Paul Ashton attached photograph of the Travellers at the Moston Car Park after sunrise is shown at **[PGH1-815-817]**.

188. The Travellers were served a notice by Zora Defence on 10 March 2026, a copy of which is available at **[PGH1-818]**. The Travellers subsequently left the Moston Car Park with their vehicles and caravans on 10 March 2026, although as explained in paragraph 74 of this statement, it is understood that the Travellers immediately travelled to the Denton Car Park.

189. I understand from the Report and the CCTV footage that the vehicles involved in this incident were, as follows:

Make / Model	Colour	Vehicle Registration Number
BMW	Black	GP51 CAL
Peugeot	White	PJ73 DLF
Ford Transit	White	CP67 KNV
Jaguar	Red	BT66 KOB
Motorhome	White	P 9YPO
Ford Transit	Silver	YR17 ZJU
Unknown	Unknown	BT65 KED

190. As a result of the caravans and vehicles present at the Moston Car Park, approximately 60 car parking spaces were taken up by the Travellers, which the Claimant's genuine members and customers could not access. The Travellers also parked caravans either side of the roadway into the Moston Car Park, which meant that the two-way entry into the Moston Car Park was reduced to a one-way entry system, limiting the flow of traffic.

191. During this period, the Travellers allowed their children and dogs to run loose around the Moston Car Park without proper supervision and control. The Travellers also left a substantial amount of rubbish in the hedges of the Moston Car Park and were observed defecating and/or urinating in the Moston Car Park. Unfortunately, numerous in-person complaints were received at the Moston Gym in relation to the state of the Moston Car Park, although I am unable to provide further details of those complaints.

192. The Claimant incurred significant costs for the instruction of VPEX in the amount of £17,537.50 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-819]**.

193. As a result of the Travellers causing damage to the padlock used for the barrier, the Claimant has had to replace the padlock and repair the damage to the height-restricting barrier, although the details of these costs are currently unknown.

Instruction of 'K9' Dog Unit

A 'K9' dog unit, consisting of at least 1 handler, employed by VPEX was placed at the site, which incurred a cost of £23.50 per hour (exclusive of VAT), from 16:00 on 17 March 2026 to and including 18:00 on 31 March 2026, for a total of 338 hours. The associated cost

amounts to £7,943.00 (exclusive of VAT) **[PGH1-820]**. The instruction of the 'K9' dog unit at this site, was in direct response to concerns that the Travellers would leave the Denton Car Park and immediately travel to this site to camp. Although, like the height-restricting barriers, the 'K9' units may act as a deterrent, I consider that these methods in themselves are insufficient to protect the Claimant's sites both now and in the future, particularly given the incidents at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively. Further, it is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

Impact on the Moston Gym and Moston Car Park

194. I appreciate that the Moston Car Park forms the freehold title of the wider estate, rather than the premises demised to the Claimant, however, I consider that incidents of trespass at the Moston Car Park could have serious implications on the Claimant by giving rise to a claim from the freeholder against the Claimant, because in failing to prevent the Travellers' use of the Moston Car Park for the purposes of camping and engaging in the inappropriate conduct outlined in this statement, the Claimant could be said to have failed to comply with clause 30.2 of the lease for the Moston Gym, which reads *"The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property"* **[PGH1-336]**. Further, as explained in paragraph 22(d) of this statement, it is understood that the Claimant is solely responsible for the maintenance costs associated with the Moston Car Park, for example the cost to install the barrier at the Moston Car Park was met solely by the Claimant.

195. The presence of children and dogs running around the car park, without proper supervision and control, put not only our members and customers and employees at risk of having an accident and suffering an injury, but also exposed the children and dogs to the same risks. This unfairly increases the risk of a claim against the Claimant in the event that an accident or injury occurs at the Claimant's premises.

196. The Travellers have left waste (including human waste) and rubbish at the Moston Car Park which poses a serious health and safety risk to the Claimant's employees, its members, and customers. Staff at the Moston Gym have had to spend additional time and significant resources to clean the Moston Car Park and remove the abandoned items.

197. The Travellers have also caused damage to the Claimant's property (i.e. the padlock and barrier), resulting in additional costs being suffered by the Claimant.

198. As at the date of this statement, the Claimant has incurred costs in instructing VPEX for enforcement and security services at the Moston Gym and Moston Car Park between October 2025 and March 2026, which amount to £31,830.50 (exclusive of VAT) and to replace the damaged padlock and repair the damaged barrier (although I cannot currently confirm these costs).

Debdale Gym and Debdale Car Park

199. The Debdale Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Debdale Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

200. The Claimant's website presently advertises that the users of Debdale Gym can benefit from "***Free Parking*** *Park for free while you train*", subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-824-827]**.

201. The Debdale Car Park adjoins the Debdale Gym, and accommodates approximately 133 cars, including 6 disabled parking bays.

202. Additional signage is also displayed at the Debdale Car Park in relation to liability for loss or damage to vehicles and property and also CCTV, although this signage is not considered relevant to this Claim **[PG1-829]**.

203. Although there is no time limit on parking, members and customers can only park while they train and any use by non-members and/or non-customers would constitute a trespass in any event.

204. Staff at the Debdale Gym have observed the unauthorised use of the Debdale Car Park by Travellers on multiple occasions since at least 19 August 2025 and most recently on 25 August 2025.

19 – 20 August 2024

205. The first known unauthorised use of the Debdale Car Park started at approximately 12:00 on 19 August 2024.

206. I recall from an email that I was sent by Kate Hollingworth on 19 August 2024, that 2 motorhomes and 1 caravan were observed at the Debdale Car Park **[PGH1-830-833]**. I instructed CEAL to serve notice on the Travellers **[PGH1-830]**. The photographs available at **[PGH1-832-833]** show the 2 motorhomes and 1 caravan at the Debdale Car Park.

207. I do not have a record of any notices that may have been served on the Travellers and I am unable to confirm the time and date that the Travellers left the Debdale Car Park.

208. I understand from the photographs that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Motorhome	Unknown	Unknown
Peugeot Motorhome	Grey and White	Unknown
Ford Transit Van	Unknown	Unknown

209. During this period, staff at the Debdale Gym ensured that the entrance doors were placed on a *"1 way setting"* to prevent any unauthorised access of the Debdale Gym by the Travellers and to maintain safety for the Claimant's members and customers and employees **[PGH1-831]**. The Travellers allowed waste (including human waste) and rubbish to accumulate in the Debdale Car Park and failed to remove this on their departure, which made it necessary for staff at the Debdale Gym to either clean up the Debdale Car Park or organise the instruction of a clean-up crew. I do not have the specific details of the clean-up arrangements.

210. The Claimant incurred significant costs for the instruction of CEAL in the amount of £3,160.50 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-614]**.

27 – 28 August 2024

211. It was also necessary to instruct CEAL for an incident that took place between 27 August 2024 and 28 August 2024. Unfortunately, I do not hold a record of the details of this incident.

212. The Claimant incurred significant costs for the instruction of CEAL in the amount of £2,016.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-614]**.

Incident on or around 4 October 2024

213. The third known unauthorised use of the Debdale Car Park started at approximately 09:04 on 4 October 2024.

214. I recall from an email that I sent to CEAL on 4 October 2024 that 1 caravan was observed at the Debdale Car Park **[PGH1-834]**.

215. I do not have a record of any notices that may have been served on the Travellers and I am unable to confirm the time and date that the Travellers left the Debdale Car Park.

216. During this period, the Travellers allowed waste (including human waste) and rubbish to accumulate in the Debdale Car Park and failed to remove this on their departure, which made it necessary for staff at the Debdale Gym to either clean up the Debdale Car Park or organise the instruction of a clean-up crew. I do not have the specific details of the clean-up arrangements.

217. I do not have the details of the costs incurred to instruct CEAL for this incident.

24 August 2025

218. The fourth known unauthorised use of the Debdale Car Park started at approximately 12:55 on 24 August 2025.

219. I recall from an email that I sent to CEAL on 24 August 2025 that 3 caravans and 3 vans were observed at the Debdale Car Park **[PGH1-835]**.

220. I do not have a record of any notices that may have been served on the Travellers and I am unable to confirm the time and date that the Travellers left the Debdale Car Park.

221. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Ford Transit Van	Unknown	Unknown
Ford Transit Van	Unknown	Unknown
Ford Transit Van	Unknown	Unknown

222. During this period, the Travellers allowed waste (including human waste) and rubbish to accumulate in the Debdale Car Park and failed to remove this on their departure, which made it necessary for staff at the Debdale Gym to either clean up the Debdale Car Park or organise the instruction of a clean-up crew. I do not have the specific details of the clean-up arrangements.

223. The Claimant incurred significant costs for the instruction of CEAL in the amount of £3,769.50 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-614]**.

Instruction of 'K9' Dog Unit

224. Due to an increased presence of the Travellers in the local area (the Denton Gym is within 1.5 miles and the Stockport North Gym is within 6 miles), a 'K9' dog unit, consisting of at least 1 handler, employed by VPEX was placed at the site, which incurred a cost of £23.50

per hour (exclusive of VAT), between 16:00 on 17 March 2026 to and including 18:00 on 31 March 2026, for a total of 338 hours. The associated cost amounts to £7,943.00 exclusive of VAT) **[PGH1-836-837]**. The instruction of the 'K9' dog unit at this site was in direct response to concerns that the Travellers would leave the Denton Car Park and immediately travel to this site to camp. Although, like the height-restricting barriers, the 'K9' units may act as a deterrent, I consider that these methods in themselves are insufficient to protect the Claimant's sites both now and in the future, particularly given the incidents at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively. Further, it is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

Impact on the Debdale Gym and Debdale Car Park

225. I understand that fortunately there have not been any incidents involving Travellers at the Debdale Gym and Debdale Car Park since August 2025, however, given the proximity of the Debdale Gym and Debdale Car Park to other sites operated by the Claimant, I am very concerned that the Travellers will again attempt to camp at the Debdale Car Park.

226. Throughout the course of the previous incidents at the Debdale Car Park, the Claimant received various complaints relating to the Travellers, in particular concerning the waste and rubbish (which included litter, bags of rubbish, and gas canisters) that they had allowed to accumulate in the Debdale Car Park and also the reduced number of car parking spaces available for use as a result of the Travellers' presence.

227. During these incidents, dogs were observed running around the Debdale Car Park and close to the entrance to the Debdale Gym. Children were also observed playing around the Debdale Car Park and loitering around the entrance to the Debdale Gym. These events risked the safety of the Claimant's members and customers.

228. In order to try to reduce the frequency of incidents of trespass, the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Debdale Car Park in or around November 2024, and incurred costs of £8,025.00 (exclusive of VAT). A copy of the invoice is available at **[PGH1-838]**. The Claimant appreciates that in installing this barrier, it has already taken a measure to reduce the likelihood of further trespass, however, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks, or find alternative means, to enter the car parks to camp. I do not consider that the installation of this barrier, in itself, will be sufficient to protect this site.

229. As at the date of this statement, the Claimant has incurred costs in instructing VPEX for enforcement and security services at the Debdale Gym and Debdale Car Park between August 2024 and August 2025, and the installation of the height-restricting barrier, which amount to £24,914.00 (exclusive of VAT).

(B) Affected Sites in Yorkshire

Knaresborough Gym and Knaresborough Car Park

230. The Knaresborough Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Knaresborough Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

231. The Claimant's website presently advertises that members and customers of the Knaresborough Gym can benefit from "***Free Parking*** *Park for free while you train"* and that *"Free parking is available on site!"*, subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-842-844]**.

232. The Knaresborough Car Park adjoins the Knaresborough Gym, and accommodates approximately 63 cars, including 3 disabled parking bays.

233. The Claimant has not installed any signage regarding the terms and conditions of parking at the Knaresborough Car Park. However, members and customers can only park while they train and any use by non-members and/or non-customers would constitute a trespass in any event.

234. Staff at the Knaresborough Gym have observed the unauthorised use of the Knaresborough Car Park by Travellers on multiple occasions since at least 16 October 2025. It is understood that although some of the Travellers using the Knaresborough Car Park and the Knaresborough Gym are unidentified, others are believed to be from, or connected to, the McDonagh Family.

16 – 17 October 2025

235. The first known unauthorised use of the Knaresborough Car Park started on 16 October 2025.

236. CEAL was instructed to attend the incident, however, I am unable to confirm the specific details of the Travellers and their vehicles and caravans, and I do not have information regarding the service of any notices by CEAL.

237. I understand that the Travellers left the Knaresborough Car Park with their vehicles and caravans at 15:05 on 17 October 2025.

238. The Claimant incurred significant costs for the instruction of CEAL in the amount of £3,769.50 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-614]**.

10 – 11 November 2025

239. The second known unauthorised use of the Knaresborough Car Park started on 10 November 2025.

240. In an email I sent to VPEX on 10 November 2025 **[PGH1-851]**, I confirmed that 2 caravans (which had been at the Knaresborough Car Park in the previous incident in October 2025) had returned to the Knaresborough Car Park and that they intended to be on site *"for the next 3-4 days"*. VPEX attended the site on 10 November 2025 and liaised with the Police **[PGH1-848]**. I am unable to confirm the specific details of the Travellers and their vehicles and caravans and the only limited information I have is contained in the photographs attached to an email sent by Claire Hunter, a Cluster Manager employed by the Claimant, to O[redacted] on 10 November 2025, which shows the white Kia with vehicle registration number WV59 AVU towing a caravan **[PGH1-848-850]**. I do not have information regarding the service of any notices by VPEX.

241. By 14:47 on 11 November 2025, the Travellers had left the Knaresborough Car Park with their vehicles and caravans, as confirmed in an email by Claire Hunter **[PGH1-846]**.

242. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

243. The Claimant incurred significant costs for the instruction of VPEX in the amount of £5,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-852]**.

20 – 21 November 2025

244. The third known unauthorised use of the Knaresborough Car Park started on 20 November 2025.

245. VPEX was instructed to attend the incident, however, I am unable to confirm the specific details of the Travellers and their vehicles and caravans, save for the photographs available

at **[PGH1-853-856]**, which appear to show 3 caravans at the Knaresborough Car Park and the same white Kia. I do not have information regarding the service of any notices by VPEX.

246. I understand that the Travellers subsequently left the Knaresborough Car Park with their vehicles and caravans at 19:30 on 21 November 2025.

247. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Kia	White	NV59 AVU

248. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

249. The Claimant incurred significant costs for the instruction of VPEX in the amount of £12,725.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-857]**.

23 – 24 January 2026

250. The fourth known unauthorised use of the Knaresborough Car Park started on 23 January 2026.

251. The Report confirms that Travellers brought 4 caravans, used by a total of 4 males and 1 female, to the Knaresborough Car Park **[PGH1-059]**.

252. The Travellers were served a notice by Zora Defence on 23 January 2026, a copy of which is available at **[PGH1-858]**.

253. I understand that the Travellers subsequently left the Knaresborough Car Park with their vehicles and caravans at 18:15 on 24 January 2026.

254. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Hyundai	Blue	KU12 MYS

Kia	White	NV59 AVU

255. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

256. The Claimant incurred significant costs for the instruction of VPEX in the amount of £12,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-859]**.

5 – 6 March 2026

257. The fifth known unauthorised use of the Knaresborough Car Park started at approximately 12:24 on 5 March 2026, as recorded in an email sent from Claire Hunter to **[PGH1-872-873]**.

258. Initially 4 caravans were brought onto site, however, on 6 March 2026 this increased to 5 caravans **[PGH1-869-870]**. The Report also confirms that as at 5 March 2026 the Travellers had brought 5 caravans, used by a total of 4 males and 1 female, onto the Knaresborough Car Park **[PGH1-058]**. Photographs of the caravans and vehicles at the Knaresborough Car Park are available at **[PGH1-864-865]**.

259. I do not have information regarding the service of any notices by VPEX.

260. I understand that the Travellers subsequently left the Knaresborough Car Park with their vehicles and caravans at 18:12 on 6 March 2026, as per the email form O[redacted] of VPEX **[PGH1-860]**.

261. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Hyundai	Blue	KU12 MYS
Kia	White	NV59 AVU
Renault	Silver	VU07 VFX

262. During this period, the Travellers attempted to get into the Knaresborough Gym and informed staff at the Knaresborough Gym that they actually intended to stay on the Knaresborough Car Park for between 4 and 5 days **[PGH1-872-873]**. The presence of the 5 caravans and

accompanying vehicles significantly reduced the available car parking spaces for members and customers, as noted in Claire Hunter's email of 6 March 2026 **[PGH1-694-695]**.

263. O[redacted] confirmed in an email on 6 March 2026 **[PGH1-863]** that the Travellers looked *"to be the same lot you have had issues with before"* and that O[redacted] *"recognise[d] the White SUV from previous visits"*, indicating that these were the same group who had targeted our other sites in the area.

264. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

265. The Claimant incurred significant costs for the instruction of VPEX in the amount of £16,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-875]**.

9 – 10 March 2026

266. The sixth known unauthorised use of the Knaresborough Car Park started at approximately 13:25 on 9 March 2026, as confirmed by an email sent by Claire Hunter **[PGH1-876-877]**. It is noted that the Travellers had left the Knaresborough Car Park only 3 days before, on 6 March 2026.

267. The Report confirms that as at 9 March 2026, the Travellers had brought 5 caravans, used by a total of 4 males and 1 female, onto the Knaresborough Car Park **[PGH1-057]**.

268. I do not have information regarding the service of any notices by VPEX.

269. The Travellers subsequently left the Knaresborough Car Park with their vehicles and caravans in the afternoon of 10 March 2026.

270. I understand that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Hyundai	Blue	KU12 MYS
Kia	White	NV59 AVU
Renault	Silver	VU07 VFX

271. In an email from O[redacted] dated 10 March 2026 **[PGH1-876]** it was noted that the Travellers were *"only moving half a mile down the road"* and therefore it was clear that the Travellers intended to remain in close proximity to the Knaresborough Car Park.

272. The Claimant incurred significant costs for the instruction of VPEX in the amount of £11,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-878]**.

13 – 14 March 2026

273. The seventh known unauthorised use of the Knaresborough Car Park started at approximately 13:25 on 13 March 2026. It is noted that the Travellers left the Knaresborough Car Park only 3 days before, on 10 March 2026. I suggest that this further trespass was inevitable, given that the email referred to in paragraph 271 of this statement confirmed that the Travellers had remained in close proximity to the Knaresborough Car Park after leaving on 10 March 2026.

274. In an email from Claire Hunter, it was confirmed that there were 2 Travellers on the Knaresborough Car Park, with further Travellers expected **[PGH1-884-885]** and that the Travellers ignored Claire Hunter when she tried to speak with them. An email from P[redacted] of VPEX dated 14 March 2025 confirms that this increased to 5 caravans at the Knaresborough Car Park **[PGH1-881]**.

275. The email from P[redacted] of VPEX confirms that the Travellers were served a notice by VPEX at 07:00 on 14 March 2026 [**PGH1-881**], although I am unable to provide a copy of that notice.

276. The Travellers subsequently left the Knaresborough Car Park with their vehicles and caravans by 15:30 on 14 March 2026, as recorded in an email from O[redacted] of VPEX **[PGH1-879]**.

277. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

278. The Claimant incurred significant costs for the instruction of VPEX in the amount of £12,600.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-889]**.

Instruction of 'K9' Dog Unit between 14 March – 20 April 2026

279. ‘K9’ dog units, consisting of at least 1 handler, employed by VPEX were placed at the site on various dates, which incurred a cost of £23.50 per hour (exclusive of VAT):

a. From 13:00 on 14 March 2026 to and including 16:00 on 17 March 2026, for a total of 75 hours. The associated costs that have been invoiced for this period amount to £1,762.50 (exclusive of VAT) **[PGH1-887]**.

b. From 16:00 on 17 March 2026 to and including 07:00 on 1 April 2026, for a total of 351 hours. The associated costs that have been invoiced for this period amount to £8,248.50 (exclusive of VAT) **[PGH1-888-889]**.

c. From 07:00 on 1 April 2026 to and including 18:00 on 20 April 2026, for a total of 515 hours (attracting 48-hour charges for the 24-hour periods on 3 April 2026 and 6 April 2026). The associated costs that have been invoiced for this period amount to £12,102.50 (exclusive of VAT) **[PGH1-890]**.

280. The ‘K9’ units have now been stood down following the installation of the height-restricting barrier, referred to in paragraphs 285 to 286 of this statement.

Incidents on between 17 and 27 March 2026

281. An email from O[redacted] dated 17 March 2026, records the account of the ‘K9’ dog handler instructed to guard the Knaresborough Car Park, who recalls that 1 of the Travellers had been *“driving past the site and shouting at the dog handler from the vehicle”* and that he also *“reported seeing vehicles with caravans driving past the site repeatedly”* **[PGH1-892]**. In that email, O[redacted] comments that this may have been *“an attempt to scout the location and park on site again”*.

282. An email from A[redacted] of VPEX, dated 19 March 2026, records the account of the ‘K9’ dog handler instructed to guard the Knaresborough Car Park, who recalls that during the morning of 19 March 2026, a *“4X4 pulling a caravan passed the site and slowed down at the entrance looking in”* and that the *“traveller began shouting profanity’s at him and then drove away”* **[PGH1-891]**. In that email, A[redacted] concluded that the Travellers *“are obviously still in the area scouting for places to move onto but the K9 unit has deterred them”*. I did not consider that the instruction of the ‘K9’ dog units remained a current and long-term solution to adequately protect the site and it is wholly unreasonable that the Claimant was required to incur significant costs to instruct the ‘K9’ units as a deterrent.

283. An email from A[redacted] of VPEX, dated 23 March 2026 **[PGH1-894]**, records 2 caravans being observed by the K9 dog handler having *“stopped about 30-40 meters from the main entrance”* and that a *“woman exited the caravan to have a good look at the handler,*

and then returned inside the caravan" and *"short while later they drove away while staring at the handler as they drove past"*.

284. An email from A[redacted] of VPEX, dated 27 March 2026, records a caravan entering the Knaresborough Car Park at 20:37, accompanied by a vehicle with registration number J5 ECU. The email describes *"1 male and 1 female were attempting to park up"* but that once they saw the 'K9' dog handler and the dog, *"they left site without any confrontation"* **[PGH1-895-896]**.

Installation of a height-restricting barrier on 20 April 2026

285. In order to try to reduce the frequency of incidents of trespass, the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Knaresborough Car Park, which was installed on 20 April 2026.

286. I had hoped that the installation of a height-restricting barrier would have adequately protected the site and avoided the need for the 'K9' dog units to be further instructed, however, it is clear from the incident described in paragraph 287 to 299 below that the height-restricting barrier in itself does not properly protect the site.

13 – 14 May 2026

287. The last known unauthorised use of the Knaresborough Car Park started at approximately 07:18 on 13 May 2026, with Claire Hunter noting in an email that it was unclear how the Travellers had got into the Knaresborough Car Park because *"the padlock is still locked and intact"* **[PGH1-902]**. Photographs of the padlock on the height-restricting barrier intact and the caravans at the Knaresborough Car Park are available at **[PGH1-904-905]**.

288. I sent an email to VPEX that morning to instruct them to attend the Knaresborough Car Park and serve notices on the Travellers. I recorded that *"there are 4 caravans and it is the McDonagh's again"* **[PGH1-902]**.

289. An email from A[redacted] of VPEX confirms that the Travellers were served a notice by VPEX before 13:15 on 13 May 2026 **[PGH1-900-901]**, although I am unable to provide a copy of that notice.

290. A[redacted] email states that the Travellers were *"were quite aggressive towards the [redacted] during service with threats to throw urine over him and spitting at him while paperwork was being handed over"* **[PGH1-900-901]**. A[redacted] also noted that the *"height barrier is padlocked closed"* and there were concerns about the Travellers not being able to leave the site. I do not know how the barrier came to be closed and, despite concerns that further trespass could occur if the barrier was opened and unlocked, I was conscious not to aggravate the situation and to avoid any allegations of entrapment from the

Travellers using the site. I requested the staff at the Knaresborough Gym to unlock the barrier.

291. In an email from P[redacted] of VPEX, timed at 10:39 on 14 May 2026, it was stated that *"After a rough start, with initial confrontation, the first caravan leaving site now"* **[PGH1-898]**.

292. The last of the 4 caravans was recorded as having left the Knaresborough Car Park around 15:03 on 14 May 2026 **[PGH1-897]**.

293. Once the Travellers had left, I requested that the gate at the entrance to the Knaresborough Car Park was closed and locked **[PGH1-897]**, however, I was not confident that this would prevent further trespass because the Travellers had managed to access the site despite the gate having previously been locked. I therefore instructed VPEX to continue to have a 'K9' dog unit at the site until further notice. The 'K9' dog unit left the Knaresborough Car Par on 26 May 2026.

294. I am aware that in A[redacted] email of 13 May 2026 **[PGH1-899]**, it is acknowledged that *"this family does tend to travel just in that group according to the enforcers so fingers crossed we wont have any issues and the K9 units should help with that"*, however, I am still concerned that this group of Travellers will return to the Knaresborough Car Park (and other sites across Yorkshire), particularly now that the 'K9' dog unit has been removed from the site.

295. L[redacted] of VPEX provided a comprehensive account of events in an email sent by O[redacted] of VPEX on 15 May 2026 **[PGH1-906-907]**. Although that email incorrectly states that the incident date was 14 April 2026, I believe this is an error as the email thread took place between 13 and 14 May 2026. This account records that:

a. At approximately 07:10 on 14 May 2026, shortly after arriving at the Knaresborough Car Park, the VPEX enforcement team attempted to wake the Travellers, however they had been *"drinking throughout the night and were still under the influence"* and that the *"main traveller began pulling wires loose from his vehicle's engine in an attempt to prevent the vehicle from leaving the site"*. Further, *"multiple males threatened violence if approached"*.

b. Concerns were raised that the Travellers might have accessed the Knaresborough Car Park because of the height of the barrier, *"which requires lowering as caravans are still able to pass underneath it"* and that there is a *"a vulnerable access point where vehicles are able to drive around the barrier and onto the footpath"*.

c. The 4 caravans were removed from the site by the Travellers between 10:30 and 14:12.

d. A silver '4x4' type vehicle, with vehicle registration number EF14 YFA, was observed at the site.

e. Although the Travellers left the Knaresborough Car Park, it is understood that they *"relocated approximately four minutes away from Pure Gym and indicated intentions to return over the weekend"*.

296. Although the Travellers stayed in the vicinity of the Knaresborough Car Park, they did not return to the site.

297. The Travellers left the Knaresborough Car Park in an untidy and unhygienic state and the staff at the Knaresborough Gym had to spend significant time and resources to clean the Knaresborough Car Park so that it was safe for the Claimant's employees, members, and customers.

298. The Claimant incurred significant costs for the instruction of VPEX in the amount of £9,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-908]**.

299. As at the date of this statement, I do not have the invoice for the instruction of the 'K9' dog unit between 14 May 2026 and 26 May 2026 and am unable to detail those costs.

Impact on the Knaresborough Gym and Knaresborough Car Park

300. On multiple occasions, the Travellers have abandoned children's nappies at the Knaresborough Car Park and have asked staff at the Knaresborough Car Park to remove these due to the presence of the nappies being unsanitary, despite themselves having placed the nappies at the site. The Travellers have also left waste (including human waste) and rubbish at the Knaresborough Car Park and failed to remove this when leaving the Knaresborough Car Park, which poses a serious health and safety risk to the Claimant's employees, its members, and customers. Staff at the Knaresborough Gym have had to spend additional time and significant resources to clean the Knaresborough Car Park and remove hazardous material.

301. As a result of the Travellers' inappropriate use of the Knaresborough Car Park to camp, the Claimant has received numerous negative feedback and complaints, which have been made in-person; by email; and by member feedback forms:

a. In a feedback form submitted on 5 March 2026, which provided the gym with a 5 out of 10 rating: *"The car park keeps getting used as a camp site. Multiple caravans and their owner's cars spread out taking up half of the place. Please install some height restrictions or something"* **[PGH1-909]**;

b. In a feedback form submitted on 6 March 2026, which provided the gym with a 7 out of 10 rating, it was acknowledged that *"parking is often an issue with the car park being totally full with people waiting to enter. This has been exacerbated by the second visit*

from 4 traveller community caravans which take up a lot of car parking spaces. Apart from those issues it's all good. Not that friendly but good overall" **[PGH1-909]**;

c. In an email to the Claimant sent on or around 8 March 2026, a residential neighbour of the Knaresborough Site stated: *"I would like to speak to someone about the knaresborough branch and the continued use of the car park by travellers. There are currently caravans in the car park again. I live next to the knaresborough pure gym and am fed up by the regular travellers and their caravans in the car park. What is being done to prevent this happening?"* **[PGH1-911-912]**. The Claimant's response is at **[PGH1-913-914]**;

d. In a further email to the Claimant sent on 9 March 2026 by the same residential neighbour of the Knaresborough Site, it was stated: *"As I'm sure you are aware they are back again already! That's less than a week gap between visits. Is the plan for a barrier not happening at all or just delayed?"* **[PGH1-913]**;

e. In a feedback form submitted on 10 March 2026, which provided the gym with a 6 out of 10 rating, it was acknowledged that *"Caravans have appeared in the car park recently unfortunately"*; **[PGH1-909]**; and

f. In a feedback form submitted on 17 March 2026, which provided the gym with a 7 out of 10 rating, it was stated: *"Please sort out the gypsies. Every month they take over half the car park and then leave their rubbish"* **[PGH1-909]**.

302. The Claimant's "Net Promoter Score" records indicate a dip in member satisfaction during periods where the Travellers have been present at the Knaresborough Car Park, particularly for the period between 5 and 6 March 2026 and 9 and 10 March 2026 **[PGH1-910]**.

303. I understand that when the McDonagh Family are in the Knaresborough area, they will typically target the Knaresborough Car Park, and also the nearby Lidl supermarket at Chain Lane, Knaresborough, HG5 0DH and nearby retail park.

304. As explained in paragraph 285 of this statement, in order to try to reduce the frequency of incidents of trespass, the Claimant arranged for a height-restricting barrier to be installed at the entrance to the Knaresborough Car Park, which was installed on 20 April 2026 and incurred costs of £8,210.00 (exclusive of VAT). Unfortunately, a copy of the invoice is unavailable. The Claimant appreciates that in installing this barrier, it has already taken a measure to reduce the likelihood of further trespass, however, it is clear from the incident at the Knaresborough Car Park between 13 and 14 May 2026 referred to at paragraphs 287 to 299 of this statement (together with the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026, referred to at paragraphs 184 and 99 to 108 of this statement respectively), that the Travellers will find alternative means

to access the car parks or damage the barriers and/or padlocks to enter the car parks to camp. I understand that the barrier fluctuates in height due to the entrance to the Knaresborough Car Park being on a gradient slope. The Claimant is now taking steps to modify the entrance to the Knaresborough Car Park, by installing bollards to make the access narrower and also installing something to reduce the clearance height beneath the barrier. Despite these proposed modifications, I do not consider that these further measures will be sufficient to protect this site.

305. As at the date of this statement, the Claimant's total costs in instructing VPEX for enforcement and security services at the Knaresborough Gym and Knaresborough Car Park between November 2025 and March 2026, and the installation of the height-restricting barrier, amount to £114,168.00 (exclusive of VAT).

Sheffield South Gym and Sheffield South Car Park

306. The Sheffield South Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The Sheffield South Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

307. The Claimant's website presently advertises that members and customers of the Sheffield South Gym can benefit from "***Free Parking*** *Park for free while you train"* and that there is *"free on-site parking"* subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-917-920]**.

308. The Sheffield South Car Park adjoins the Sheffield South Gym, and accommodates approximately 121 cars, including 6 disabled parking bays.

309. The Sheffield South Car Park features signage regarding the terms and conditions of parking at the Sheffield South Car Park **[PGH1-922]**, which states:

"Private Property – Parking Conditions Apply

Pure Gym Members Only

2 ½ HOUR MAXIMUM STAY CAR PARK

...

£85 Parking Charge

...

Maximum stay period for registered Pure Gym members vehicles only. Members must register their vehicle using the touchscreen console inside the gym to validate their parking.

…

No parking on white or yellow lines or in an area with hatched markings.

Vehicles to be parked within marked bays only.

This land is private property and is managed by Highview Parking Ltd. with whom you contract when you park on this site. A Parking Charge Notice will be issued when you allow your vehicle to remain in this car park in breach of the above terms and conditions."

310. The Claimant therefore considers that the Sheffield South Car Park is restricted to 2.5 hours' maximum use by its members and customers. The authorised users of the Sheffield South Car Park are required to input their vehicle registration number into a tablet device, which is accessed inside the Sheffield South Gym and cannot therefore be accessed without a member or customer using their PIN code or key fob to access the Sheffield South Gym **[PGH1-923]**. Above the tablet device, a laminated sign makes it clear that there is *"allocated 2.5 Hours free parking"* and warns members and customers *"If you over stay your allocation you may receive a parking ticket"*. The Sheffield South Car Park is monitored by automatic number plate recognition 'ANPR' cameras. Any use by non-members and/or non-customers of the car park is a simple trespass.

311. Staff at the Sheffield South Gym have observed the unauthorised use of the Sheffield South Car Park by Travellers on multiple occasions since at least 12 November 2025. It is understood that although some of the Travellers using the Sheffield South Car Park are unidentified, others are believed to be from the McDonagh Family.

12 – 17 November 2025

312. The first known unauthorised use of the Sheffield South Car Park started on 12 November 2025.

313. VPEX was instructed to attend the incident, however, I am unable to confirm the specific details of the Travellers and their vehicles and caravans, and I do not have information regarding the service of any notices by VPEX. I believe the Travellers left the site on 17 November 2025, however, I am unable to provide any further details.

314. The Claimant incurred significant costs for the instruction of VPEX in the amount of £4,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-924]**.

4 – 8 December 2025

315. The second known unauthorised use of the Sheffield South Car Park started on 4 December 2025.

316. VPEX was instructed to attend the incident, however, I am unable to confirm the specific details of the Travellers and their vehicles and caravans, and I do not have information regarding the service of any notices by VPEX. I believe the Travellers left the site on 8 December 2025, however, I am unable to provide any further details.

317. The Claimant incurred significant costs for the instruction of VPEX in the amount of £13,725.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-925]**.

17 – 22 December 2025

318. The third known unauthorised use of the Sheffield South Car Park started on 17 December 2025. The Report records that as at 18 December 2025, there were 4 caravans, used by a total of 4 males and 1 female, at Sheffield South Car Park **[PGH1-059]**.

319. The Travellers were served a notice by Zora Defence on 17 December 2025, a copy of which is available at **[PGH1-926]**.

320. I cannot confirm the time and date the Travellers left the Sheffield South Car Park with their vehicles and caravans.

321. I understand from the Report that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Hyundai	Blue	KU12 MYS
Kia	White	NV59 AVU

322. The Claimant incurred significant costs for the instruction of VPEX in the amount of £13,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-927]**.

18 – 27 December 2025

323. The Claimant also instructed VPEX to deploy 'K9' dog units to the Sheffield South Car Park between 18 December 2025 and 27 December 2025, in order to guard the Sheffield South Car Park. During this period, the Claimant incurred further significant costs in the amount of £5,992.50 (exclusive of VAT) **[PGH1-928]**. I do not consider that the instruction of the 'K9' dog units remains a current and long-term solution to adequately protect the site and it is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

8 – 11 January 2026

324. The fourth known unauthorised use of the Sheffield South Car Park started on 8 January 2026.

325. The Report confirms that as at 8 January 2024, there were 4 caravans, used by a total of 4 males and 1 female, at the Sheffield South Car Park **[PGH1-059]**.

326. The Travellers were served a notice by Zora Defence on 8 January 2026, a copy of which is available at **[PGH1-929]**.

327. I cannot confirm the time and date the Travellers left the Sheffield South Car Park with their vehicles and caravans.

328. I understand from the Report that the vehicles involved in this incident were, as follows:

Make / Model	**Colour**	**Vehicle Registration Number**
Hyundai	Blue	KU12 MYS
Kia	White	NV59 AVU
Vauxhall Astra	White	Unknown

329. The Claimant incurred significant costs for the instruction of VPEX in the amount of £13,350.00 (exclusive of VAT) during this period, to attend the site and serve notice on the Travellers **[PGH1-930]**.

9 January – 9 February 2026

330. The Claimant also instructed VPEX to deploy 'K9' dog units to the Sheffield South Car Park between 9 January 2026 and 9 February 2026, in order to guard the Sheffield South Car Park. During this period, the Claimant incurred further significant costs in the amount of £17,478.13 (exclusive of VAT) **[PGH1-931-932]**. I do not consider that the instruction of the 'K9' dog units remains a current and long-term solution to adequately protect the site and it

is wholly unreasonable that the Claimant is required to incur significant costs to instruct the 'K9' units.

Impact on the Sheffield South Gym and Sheffield South Car Park

331. On multiple occasions (although unfortunately I do not have the details of the specific dates and times) the Travellers have allowed their dogs to foul in the Sheffield South Car Park and have left waste (including dog waste) and rubbish in the Sheffield South Car Park, without taking steps to tidy and clean the Sheffield South Car Park. On 1 occasion, 1 of the Travellers' vehicles leaked oil in the Sheffield South Car Park, which risked causing an accident and/or injury, as the driver of the vehicle did not attempt to clean up the oil spillage.

332. The presence of waste (including dog waste), rubbish, and motor oil at the Sheffield South Car Park poses a serious health and safety risk to the Claimant's employees, its members, and customers. Staff at the Sheffield South Gym have had to spend additional time and significant resources to clean the Sheffield South Car Park and remove hazardous material.

333. The Travellers' caravans and vehicles take up a significant proportion of the Sheffield South Car Park, which is estimated to be approximately 25 per cent of the total capacity of the car park. This deprives the availability of car park spaces for the Claimant's legitimate members and customers.

334. The Sheffield South Gym is within close proximity to the Sheffield Hallam University campus and the majority of its members and customers are students, many of whom are young and are concerned about the Travellers' presence. As a result of the Travellers' inappropriate use of the Sheffield South Car Park to camp, the Claimant has received numerous negative feedback and complaints, which have been made in-person and I am therefore unable to provide specific details of those comments.

335. As a result of the concerns raised by members and customers, a decision was made at the Sheffield South Gym that it would be appropriate for the gym manager or assistant gym manager to be visible at the entrance to the gym during the periods in which the Travellers were present at the Sheffield South Car Park. This meant that the gym manager and assistant gym manager worked a significant number of hours over and above their contracted hours, to ensure that they could offer support to members, customers, and employees during these incidents. This had an impact on the Claimant's business as it was necessary for the gym manager and assistant gym manager to take leave in lieu of hours worked once the Travellers had left, depriving the Sheffield South Gym from management resources that it would have otherwise had.

336. Staff at the Sheffield South Gym have identified that during the periods in which incidents of trespass occurred, the number of visitors was reduced in comparison to figures for previous years, as follows:

a. between 12 November 2025 and 17 November 2025, the Sheffield South Gym had 4876 visits, compared to 5355 visits during the same period in 2023 when there were no incidents of trespass;

b. between 4 December 2025 and 8 December 2025, the Sheffield South Gym had 3581 visits, compared to 4119 visits during the same period in 2023 when there were no incidents of trespass;

c. between 17 December 2025 and 22 December 2025, the Sheffield South Gym had 3567 visits, compared to 3676 visits during the same period in 2023 when there were no incidents of trespass; and

d. between 8 January 2026 and 11 January 2026, the Sheffield South Gym had 2547 visits, compared to 3616 visits during the same period in 2024 when there were no incidents of trespass.

337. I understand that when the McDonagh Family are in the Sheffield area, they will typically also target the Claimant's site at Unit M, Sheffield Meadowhall Retail Park, Sheffield, S9 2YZ (the '**Sheffield Meadowhall Car Park**', although the Sheffield Meadowhall Car Park does not form part of the claim at this time as the Sheffield Meadowhall Car Park falls outside the demise of the Claimant's leasehold interest in the relevant premises), and also the nearby Wren Kitchens and B&Q stores. This suggests that when in the Sheffield area, there is a high chance that this group of Travellers will return to the Sheffield South Car Park, given that they typically remain in close proximity.

338. In order to try to reduce the frequency of incidents of trespass, the Claimant has arranged for a height-restricting barrier to be installed at the entrance to the Sheffield South Car Park and incurred costs of £8,210.00 (exclusive of VAT). Unfortunately, a copy of the invoice is unavailable. The Claimant appreciates that in installing this barrier, it has already taken a measure to reduce the likelihood of further trespass, however, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks, or find alternative means, to enter the car parks to camp. I do not consider that the installation of this barrier, in itself, will be sufficient to protect this site.

339. As at the date of this statement, the Claimant's total costs in instructing VPEX for enforcement and security services at the Sheffield South Car Park between November 2025 and February 2026, and the installation of the height-restricting barrier, amount to £76,445.63 (exclusive of VAT).

York Gym and York Car Park

340. The York Gym is open to the Claimant's members and customers 24 hours a day, 7 days a week. The York Gym can be accessed via available entry pods or speed gates, following the entry of a PIN code or scan of an access fob.

341. The Claimant's website presently advertises that members and customers of the York Gym can benefit from "***Free Parking*** *Park for free while you train"* and that there is *"on-site free parking"* subject to the caveat that "*Parking restrictions may apply. Please check in the car park before you enter the gym. PureGym is not responsible for any parking fines"* **[PGH1-936-939]**.

342. The York Car Park adjoins the York Gym, and accommodates approximately 110 cars, including 6 disabled parking bays.

343. The Claimant has not installed any signage regarding the terms and conditions of parking at the York Car Park. However, members and customers can only park while they train and any use by non-members and/or non-customers would constitute a trespass in any event.

344. Staff at the York Gym have observed the unauthorised use of the Sheffield South Car Park by Travellers on multiple occasions since at least 18 May 2025.

18 – 19 May 2026

345. The first known unauthorised use of the York Car Park started at around 09:06 on 18 May 2026, as recorded in the email from John Rathmell **[PGH1-942]**, a Cluster Manager employed by the Claimant, and Tom Hughes, an employee of Pure Gym, records in an email timed at 12:31 on 18 May 2026 that these Travellers were suspected as *"the same four from Knaresborough"* **[PGH1-941]**. Paragraph 292 of this statement confirms that the Travellers had previously left the Knaresborough Car Park on 14 May 2026 and it is noted that the York Car Park is approximately 16 miles from Knaresborough Car Park, so they are considered in close proximity to each other.

346. L[redacted] of VPEX prepared a report to provide an account of this incident, which was emailed to me on 26 May 2026 **[PGH1-943-944]**. This account confirms that:

a. VPEX arranged to serve notice on the Travellers at 12:42 on 18 May 2026;

b. *"Only one vehicle was available to tow four caravans"* and that vehicle is described as being a *"Silver 4x4"* with vehicle registration number EF14 YFA –this is the same vehicle used in the incident at Knaresborough Car Park between 13 and 14 May 2026, as referred to at paragraph 295(d) of this statement;

c. Their 4 caravans at the York Car Park were removed from the site by the Travellers on 19 May 2026, between 09:27 and 17:45;

d. *"The same family has been identified as frequenting the area again"* and *"Multiple caravans and vans were observed parked on Stirling Road"* although those caravans *"were confirmed not to be associated with the same family involved in the eviction"*; and

e. VPEX recommend the *"Continued monitoring of the area…due to the repeat presence of the same family within the locality"*.

347. The Claimant incurred significant costs for the instruction of VPEX to attend the site and serve notice, in the amount of £11,350.00 (exclusive of VAT) **[PGH1-945]**.

Impact on the York Gym and the York Car Park

348. It is suspected that the Travellers trespassing on the York Car Park are the same individuals using the same vehicle that have trespassed on the Knaresborough Car Park and I am concerned that they could return and allow waste (including human waste) to accumulate on the York Car Park (as they have done at the Knaresborough Car Park), which would put the health safety of the Claimant's members and customers, employees, and neighbours at risk.

349. The Claimant has made the decision to install 2 height-restricting barriers at the 2 entrances to the York Car Park. The Claimant does not have a detailed quote yet but understands that the cost to install the 2 heigh-restricting barriers will be in the region of £15,000.00 (exclusive of VAT). The Claimant appreciates that in installing this barrier, it will be taking a measure to reduce the likelihood of further trespass, however, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent event at Knaresborough on 13 May 2026, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks to enter the car parks or find alternative means to access the car parks to camp. I do not consider that the installation of these barriers, in itself, will be sufficient to protect this site.

350. As at the date of this statement, the Claimant's total costs in instructing VPEX for enforcement and security services at the York Car Park amount to £11,350.00 (exclusive of VAT). Any costs associated with the proposed installation of the height-restricting barriers are currently unknown.

Vulnerability of Further Sites

351. In the circumstances, particularly where the Travellers have trespassed on multiple sites operated by the Claimant (sometimes travelling between the Claimant's sites on the same day) as recently as 19 May 2026, I have had to consider whether any of the Claimant's other sites across Lancashire and Yorkshire could be potential targets for further acts of trespass by the Travellers.

352. I have identified 4 sites operated by the Claimant that I believe are particularly vulnerable to further acts of trespass by the Defendant with or without vehicles (collectively referred to as the '**Potential Target Sites**'), as follows:

a. Puregym Hazel Grove, Commercial Rd, Hazel Grove, Stockport SK7 4BE and adjoining car park, as further identified edged red on the plan at **[PGH1-946]** (the '**Hazel Grove Gym**' and '**Hazel Grove Car Park**') – the Claimant occupies the Hazel Grove Gym and Hazel Grove Car Park pursuant to a lease dated 23 May 2025 and made between (1) Walnut Gardens Limited and (2) Pure Gym Limited **[PGH1-947-1005]**. The Claimant's leasehold interest is registered at HM Land Registry with title number MAN457211 **[PGH1-1005-1007]**. I consider that this site is vulnerable to being targeted by the Defendant if they are prevented from using the other sites detailed above because this site is attached to a large car park, similar in size to the car parks at the sites already affected by Travellers; this site includes washing and toilet facilities that the Travellers may seek to use; and this site is situated within the vicinity of sites operated by the Claimant that have already been targeted by Travellers and/or the premises of other businesses that have been targeted by groups of Travellers. By way of example, this site is situated within 4 miles of the Stockport North Car Park. Further details of this site are available at **[PGH1-1008-1014]**, which confirms that free parking is offered to the Claimant's members and customers.

b. PureGym Mansfield, Mansfield Leisure Park, Nottingham Rd, Mansfield, NG18 1BW and adjoining car park, as further identified edged red on the plan at **[PGH1-1015]** (the '**Mansfield Gym**' and '**Mansfield Car Park**') – the Claimant occupies the Mansfield Gym and Mansfield Car Park pursuant to a lease dated 10 October 2012 and made between (1) Kapash Properties Limited and (2) Pure Gym Limited **[PGH1-1016-1056]** and the Claimant's leasehold interest is registered at HM Land Registry with title number NT486177 **[PGH1-1057-1062]**. I consider that this site is vulnerable to being targeted by the Defendant if they are prevented from using the other sites detailed above because this site is attached to a large car park, similar in size to the car parks at the sites already affected by Travellers; this site includes washing and toilet facilities that the Travellers may seek to use; and this site is situated within the vicinity of sites operated by the

Claimant that have already been targeted by Travellers and/or the premises of other businesses that have been targeted by groups of Travellers. By way of example, this site is situated within 25 miles of the Sheffield South Car Park. I appreciate that this site already features a height-restricting barrier, however, it is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 and the recent incident at the Knaresborough Car Park, referred to at paragraphs 184, 99 to 108, and 287 to 299 of this statement respectively, that the Travellers will damage the barriers and/or padlocks, or find alternative means, to enter the car parks to camp. I do not consider that the installation of this barrier, in itself, will be sufficient to protect this site. Further details of this site are available at **[PGH1-1063-1070]**, which confirms that free parking is offered to the Claimant's members and customers.

c. Puregym Hyde, 60 Stockport Road, Gee Cross, SK14 5ET (the '**Hyde Gym**', as identified edged red on the plan available at **[PGH1-1121]**) and the associated car park (the '**Hyde Car Park**', being the car parking spaces within the area edged blue on the plan available at **[PGH1-1122]**) – the Claimant occupies the Hyde Gym pursuant to a lease dated 9 April 2026 and made between (1) Dransfield Properties Limited and (2) Pure Gym Limited **[PGH1-1071-1122]**. The Claimant's leasehold interest has not currently been registered at HM Land Registry but is pending registration with Application Enquiry reference number DC7346C **[PGH1-1123-1124]**. The freehold title of part of the Car Park is registered at HM Land Registry with title number GM753602 in the name of Dransfield Properties Limited. I appreciate that the Hyde Car Park is not within the Claimant's demise under this lease, however, pursuant to paragraph 2 of Schedule 1 to the lease for the Hyde Gym **[PGH1-1101]**, the Claimant has the right to use the Car Park (which is included within the definition of 'Common Parts' at clause 1.2 of the Hyde Gym lease **[PGH1-1076]**). I consider that this site is vulnerable to being targeted by the Defendant if they are prevented from using the other sites detailed above because this site is attached to a large car park, similar in size to the car parks at the sites already affected by Travellers; this site includes washing and toilet facilities that the Travellers may seek to use; and this site is situated within the vicinity of sites operated by the Claimant that have already been targeted by Travellers and/or the premises of other businesses that have been targeted by groups of Travellers. By way of example, this site is situated within 4.2 miles of the Stockport South Car Park and within 4.8 miles of the Stockport North Car Park. Further details of this site are available at **[PGH1-1125-1132]**, which confirms that free parking is offered to the Claimant's members and customers. Although the Hyde Car Park falls outside the demise let to the Claimant, the use of the Hyde Car Park by the Defendant is likely to have a significant impact on the Claimant's business, in similar fashion to how it has impacted the other sites referred to in this statement.

d. PureGym Sheffield Crystal Peaks, Crystal Peaks Shopping Mall and Retail Park, Drake House Way, Sheffield, S20 7JJ and adjoining car park, as further identified edged red on the plan at **[PGH1-1133]** (the '**Sheffield Crystal Peaks Gym**' and '**Sheffield Crystal Peaks Car Park**') – the Claimant occupies the Sheffield Crystal Peaks Gym and Sheffield Crystal Peaks Car Park pursuant to a lease dated 4 May 2023 and made between (1) Britel Fund Trustees Limited and (2) Pure Gym Limited **[PGH1-1134-1201]** and the Claimant's leasehold interest is registered at HM Land Registry with title number SYK709245 **[PGH1-1202-1204]**. Although the Sheffield Crystal Peaks Car Park is demised to the Claimant, it is noted that clause 12 of the lease referred to **[PGH1-1176]** restricts the time in which the Claimant and its customers can use part of the Sheffield Crystal Peaks Car Park, which is edged blue on the plan attached to that lease **[PGH1-1192]**. I consider that this site is vulnerable to being targeted by the Defendant if they are prevented from using the other sites detailed above because this site is attached to a large car park, similar in size to the car parks at the sites already affected by Travellers; this site includes washing and toilet facilities that the Travellers may seek to use; and this site is situated within the vicinity of sites operated by the Claimant that have already been targeted by Travellers and/or the premises of other businesses that have been targeted by groups of Travellers. By way of example, this site is situated within 7 miles of the Sheffield South Car Park and the Sheffield Meadowhall Car Park. Further details of this site are available at **[PGH1-1205-1212]**, which confirms that free parking is offered to the Claimant's members and customers.

Injunction Sought

353. The Travellers have trespassed on numerous sites operated by the Claimant across Lancashire and Yorkshire, since as early as 2022. The acts of trespass have occurred with increased frequency over the last 6 months and the latest incident was in late March 2026. There remains a very real risk that the Travellers will trespass again on the Claimant's sites. In particular, now that the Travellers based in the Lancashire area have vacated Denton Sainsbury's, and considering the threats made to the 'K9' dog handler on 28 March 2026, the Claimant considers that it is highly probable that the Travellers will return to the Denton Car Park or those operated by the Claimant in the vicinity.

354. It is also clear that when the Travellers are required to vacate a particular site, they will either then travel to another site operated by the Claimant (for example, between the Denton Car Park and the Stockport North Car Park) or to premises operated by other companies within the vicinity.

355. The Travellers have caused significant disruption to the Claimant's business, including:

a. reduced member and customer satisfaction and visit numbers;

b. causing damage to property owned by the Claimant, including a height-restricting barrier and padlock;

c. by engaging in PIN abuse and breaching the Terms;

d. significant costs incurred to instruct CEAL, Clearway, and VPEX to carry out enforcement services (including the placement of 'K9' dog units) and to install barriers at the Claimant's sites as further detailed above in this statement, which as at the date of this statement amount to £425,607.63 (exclusive of VAT).

356. The Travellers have also risked the health, safety, and enjoyment of the Claimant's members and customers and employees:

a. by behaving in an aggressive and intimidating way during periods where they are camping on-site and also where they are not currently camping on-site, but making threats to the 'K9' dog handlers who have been instructed to guard the Claimant's sites; and

b. by allowing waste (including human and dog waste) and rubbish to accumulate at the sites operated by the Claimant and leaving that waste behind upon leaving the sites.

357. It is further noted that the Police do not intervene unless a violent incident occurs during the periods of trespass and I therefore consider that the only appropriate way to protect the Claimant is by the injunction sought.

358. It is clear from the incident at the Moston Car Park and the threats made by Travellers at the Denton Car Park on 28 March 2026 referred to at paragraphs 184 and 99 to 108 of this statement respectively that the Travellers are prepared to damage the Claimant's property, or circumvent the barriers (such as at the Knaresborough Car Park, referred to at paragraph 267 to 269 of this statement), to access sites for camping. Even though the Claimant has incurred significant costs in installing height-restricting barriers at numerous sites, given previous events I am genuinely concerned that at best the height-restricting barriers installed at other sites may act as a temporary deterrent, but unless the injunction is granted, there remains a significant risk that these measures installed by the Claimant will be further breached and therefore not adequately protect the Claimant's sites.

359. In the light of the severe disruption that the Travellers have caused to the Claimant's business, together with the impact on the Claimant's members and customers and employees, together with the high probability that the Travellers will return to camp at the Claimant's sites and cause further harm and losses to the Claimant, the Claimant seeks an interim and final injunction against the Defendant to expressly prohibit their trespass of the gyms and car parks at the Claimant's sites identified in this statement (including the Potential

Target Sites), in order to prevent and/or minimise further disruption to the Claimant and its members, customers, employees, and neighbours.

360. The Claimant therefore seeks an interim and ultimately final newcomer injunction against the Defendant and I therefore ask that the Court deals with the Application at the first hearing, finding that the Claimant has given sufficient notice prior to the first hearing. I set out, in the circumstances, methods for service below.

361. The terms sought are, as follows:

a. the Defendant is not to enter the sites that are identified at schedules 1 and 3 of the draft Order with further vehicles, mobile homes, horses, caravans or other wheeled trailers, up to and including 4pm on the date that is 3 calendar years from the date the injunction is granted by the Court – and this includes where the Defendant allows someone to act on his behalf or on his instructions;

b. the Claim Form and any future application may be issued and served on the Defendants by the alternative methods proposed at paragraphs 376 of this statement, so that it is deemed served pursuant to rules 6.15(4), 6.27, and 81.4(2)(c) and (d) of the Civil Procedure Rules ('**CPR**') and with respect to the method for service referred to at paragraph 376(a) of this statement, service will be deemed to have taken place when the papers are affixed even if they are subsequently removed;

c. the Claimant is to provide the undertaking listed in schedule 2 of the draft Order, which requires the Claimant to pay compensation sustained by a future Defendant as a result of the injunction (where the Court considers that the Claimant should pay these); and

d. a party served with or notified of the Order is entitled to apply to the Court to vary or discharge the Order, on 72 hours' notice to the Claimant's solicitor and any evidence in support of the application should be provided to the Claimant's solicitor at least 48 hours before the hearing and the Claimant is entitled to apply to vary the Order.

362. I have considered the wording of the draft Order in light of the factual circumstances, and I suggest that if the Defendant is prohibited from accessing the identified sites with *"further vehicles, mobile homes, horses, caravans or other wheeled trailers"* this will significantly reduce the incidence of Travellers camping at those sites and the impact on the Claimant. As a result, it is hoped that the Claimant will no longer need to instruct enforcement agents, avoiding the Claimant incurring further significant costs. Furthermore, the injunction would assist in allowing the Claimant to operate its business as usual with minimal disruption and impact to the enjoyment, health, and safety of the Claimant's members and customers, employees, and neighbours.

363. If, however, the injunction is not granted, I anticipate that the incidence of the Travellers camping at the Claimant's premises across Lancashire and Yorkshire (including the Potential Target Sites) will increase and the Claimant's business will be further impacted. The Claimant should not have to continue meeting the significant costs to instruct enforcement agents and 'K9' dog handlers, and install height-restricting barriers, to try to protect its sites, without the ability to recover those costs. I would hope that the injunction would reduce the number of incidents so the Claimant's further costs are kept to a minimum.

364. Given the nature of the Claimant's business, it is important that the Claimant takes steps to ensure that its employees, members, and customers, can safely enjoy and use the Claimant's facilities, without the fear of intimidation and harassment caused by the Travellers. Should events of trespass continue to occur at the identified sites (including the Potential Target Sites) the Claimant will incur further significant expense to instruct enforcement agents to take steps to remove the trespassers and/or protect the Potential Target Sites.

365. As at the date of this witness statement, the costs incurred to instruct CEAL, VPEX, and Clearway and install the barriers amount to £425,607.63 (exclusive of VAT). I have explained throughout this statement (for example, in paragraph 96) that VPEX charge £23.50 per hour (which equates to £564.00 per day) for a 'K9' dog unit. If the Claimant is required to continue to protect the sites it operates, which may well be indefinitely if the Court does not intervene, including the Potential Target Sites, the costs to instruct the 'K9' dog units and enforcement agents to remove the Travellers from the sites will continue to accrue at a rate similar to the costs already accrued. These additional costs are likely to have a severely detrimental effect on the Claimant's financial position, in addition to the harm that these events are causing to the Claimant's brand and reputation. As explained throughout this statement, the Claimant has also had to take steps to install height-restricting barriers at numerous sites in order to restrict unauthorised access of those car parks, despite concerns that even these measures are unlikely to prevent further trespass by the Travellers (particularly given the incident at the Knaresborough Car Park between 13 and 14 May 2026, referred to at paragraphs 287 to 299 of this statement) and will likely only serve as a deterrent.

366. Even if the Court orders that the Travellers should pay to the Claimant the costs that the Claimant has incurred, I understand that it will be extremely difficult to recover any of these costs from the Travellers, given that their identities and whereabouts are unknown. I therefore believe that an injunction seems to be the most appropriate way forward, given the risk of further costs being incurred.

Test for an Interim Injunction

367. I understand from my solicitor (the privilege of the advice of my solicitor is not waived by the inclusion of this statement) that in order for an interim injunction to be granted, it is necessary for 3 points to be satisfied. I consider that each of these are satisfied in the circumstances for reasons, as follows:

a. *Is there a serious question to be tried?*

In the light of the repeated acts of trespass at numerous sites operated by the Claimant, which have exposed the Claimant to significant costs amounting to £425,607.63 (exclusive of VAT, and which do not include the Claimant's legal fees in bringing this application), as at the date of this statement, and the risk to the Claimant's property, and health and safety of its members and customers and employees, it is imperative that the interim injunction is considered as a serious issue.

b. *Would damages adequately compensate the Claimant, rather than the interim injunction, if the Court did not grant the injunction sought?*

Although the Claimant has suffered significant costs to try to remove the Travellers (and/or prevent their further trespass) and considers that it should be entitled to recover those costs from the Travellers, it is unlikely that the Travellers would comply with any Order to pay the Claimant its losses. In these circumstances, damages alone cannot adequately compensate the Claimant. The interim injunction therefore seems the only appropriate way to prevent further acts of trespass and attempt to mitigate the Claimant's further losses. This is an ongoing issue, which continuously increases the costs incurred by the Claimant.

In any event, damages would not be able to account for the unquantifiable reputational damage that has been caused to the Claimant and the impact that the incidents of trespass have had on the Claimant's members and customers.

c. *Where does the 'balance of convenience' between the Claimant and the Travellers lie?*

I accept that the grant of an interim injunction would seek to prevent the Travellers from further camping at the Claimant's sites identified in this statement, however, the Travellers (save for those who have valid membership and/or passes and comply with the Terms, including parking terms) have no legal basis for using the sites operated by the Claimant for the purposes of camping. It is not the case that the Travellers camp at the Claimant's sites with permission and treat the Claimant and its property, members and customers and employees with respect, rather instead they often engage in violent and threatening behaviour and contaminate

the Claimant's sites with waste (including human and dog waste) and rubbish. The Claimant incurs significant expense to deal with these issues and the Travellers' use of the Claimant's sites is severely disruptive to the Claimant's business and has wider implications for the Claimant's members and customers, employees, and neighbours. I suggest that by not granting the interim injunction and maintaining the *status quo* would result in the Claimant continuing to be severely impacted as the Travellers would unlikely be deterred from further trespassing at the Claimant's sites identified in this statement (and potentially other sites not referred to in this statement that have not currently been subject to trespass). When considering the inconvenience that the Travellers' trespass and conduct has caused to the Claimant (as demonstrated throughout this statement), against the inconvenience that might be caused to the Travellers in having to find alternative locations to camp, I consider that the inconvenience caused to the Claimant is significantly greater.

Test for a 'Newcomer Injunction'

368. I also understand from my solicitor (the privilege of the advice of my solicitor is not waived by the inclusion of this statement) that where an application for an injunction is made against Persons Unknown, there are various factors (which are outlined at paragraph 58 of Valero Energy v PUs & Bencher and others [2024] EWHC 134) that need to be satisfied. I consider that each of these are satisfied in the circumstances for reasons, as follows:

a. *Cause of action*

It is clear from the evidence set out in this statement that the Travellers have, on multiple occasions, trespassed on sites operated by the Claimant across Lancashire and Yorkshire, often engaging in violent and threatening behaviour, which has required the involvement of the Police. In the circumstances, it is reasonable to consider that there is a risk the Travellers will also trespass on the Potential Target Sites. The Claimant legitimately fears that the Travellers will further trespass on the sites identified in this statement.

b. *Full and frank disclosure by the Claimant*

I confirm that I have provided all of the relevant information relating to the factual and legal background of this case, within the body of this statement and in the exhibited documents. I am aware that should any further information relating to this case be identified by the Claimant after this statement is filed, that I am required as part of my ongoing duty of disclosure to provide that evidence.

c. *Sufficient evidence to prove the claim*

Based on the evidence I have provided in this statement, I consider that the Court should find that it is more likely than not that the Travellers have trespassed on the sites identified in this statement and the risk remains that they will continue (or attempt) to do so in the future. I consider that the Claimant has a realistic prospect of success in its Claim.

d. *No realistic defence*

Although the Travellers may rely on their freedom to associate, given that the Travellers have no legal basis to camp at the Claimant's sites and/or use the Claimant's facilities without the necessary membership or passes (providing the Terms are complied with), which is considered private property rather than the public highway, I cannot see what defence the Travellers could reasonably put forward to defend their position against the Claimant. Further, there is no lawful excuse or justification for the Travellers' behaviour and conduct whilst trespassing at the sites operated by the Claimant.

e. *Balance of convenience – compelling justification*

For the reasons set out in paragraph 367(c) of this statement, I suggest that the inconvenience caused by the Travellers' conduct and behaviour to the Claimant is far greater than the inconvenience caused to the Travellers in having to source alternative locations to camp. Maintaining the *status quo* to allow the Travellers to continue to unlawfully use the sites operates by the Claimant (whether identified in this statement or otherwise) would be wholly inappropriate.

f. *Damages not an adequate remedy*

I refer the Court to paragraph 367(b) of this statement, which sets out my reasons for damages clearly not being an adequate remedy for the Claimant in the circumstances.

g. *Identifying Persons Unknown*

This statement details the general identity of the Defendant, being those Persons Unknown seeking to enter or remain on the car parks of the Claimant's Gyms with caravans, mobile homes or trailer tents at its gym sites, which have been identified within this this statement. I consider that the way in which the Persons Unknown have been identified in this Claim is consistent with the identity of those who are understood to be trespassing (or attempting to trespass) on the sites operated by the Claimant. The Claimant has attempted to identify the sites that have already

been affected and the Potential Target Sites, so far as is possible, to ensure that only those relevant sites are subject to the terms of the interim injunction.

h. *The terms of injunction*

The terms of the injunction are set out in a clear manner and I consider that these can be reasonably understood by laypeople. The conduct that the Claimant intends to prohibit is, by its very nature, unlawful and previous incidents of the same conduct is outlined in this statement.

i. *The prohibitions must match the claim*

The draft Order has been prepared so that the terms of the interim injunction sought are consistent with the events impacting the Claimant and I consider that the terms of the interim injunction do not extend beyond what is reasonably necessary in the circumstances.

j. *Geographic boundaries*

I refer the Court to paragraphs 22 and 352 of this statement, which respectively define the sites operated by the Claimant already impacted by the Travellers and the Potential Target Sites. I have exhibited plans to this statement that further assist in identifying the geographic boundaries of the sites. These geographic boundaries are further detailed in the draft Order including in the plans attached to the draft Order. The Full Site Plan **[PGH1-052]** identifies all of the relevant sites in 1 plan, and highlights the proximity between the sites across Lancashire and Yorkshire.

k. *Temporal limits – duration*

I consider that the injunction should be granted for a period of 3 calendar years from the date the injunction is granted by the Court, subject to further review. Given this is a long-term problem suffered by the Claimant, I suggest that 3 years is a reasonable period of time to attempt to deter the Defendant and to protect the Claimant's position,.

l. *Service*

I accept that, in the circumstances, service of the Claim Form and other papers will not be straightforward, as the Claimant does not know the details of where the Travellers currently reside and they do not have a fixed abode(s). I have set out in paragraphs 376 of this statement alternative methods for service which I suggest should be considered 'good service' for the purposes of CPR 6.15 and 6.27 and would demonstrate that the Claimant has taken all practicable steps to inform the

Defendant of the Claimant's application, in accordance with the requirements of the Human Rights Act 1998.

m. *The right to set aside or vary*

The draft Order provides that the Defendant will have the right to apply to the Court to vary or discharge the Order, subject to first informing the Claimant's solicitor in writing.

n. *Review*

The draft Order includes provision for a further hearing on the Return Date to review the injunction at a later date, as the Claimant appreciates that circumstances may change in the future meaning that the injunction is no longer required.

Alternative Service

369. As the Claimant does not know the identities of the Travellers and because they move between locations (including sites not operated by the Claimant), I anticipate that it will be difficult to serve the paperwork relating to this matter by hand or by post as no fixed abode(s) has been identified.

370. I had considered with my solicitors whether an application could be made to the Driver and Vehicle Licensing Agency ('**DVLA**') to ascertain the details of the registered keepers of the vehicles identified as trespassing on the Claimant's various sites, so that (i) the registered keepers could be named as parties in these proceedings; and (ii) the registered keepers could be served with the papers.

371. I understand that my solicitor spoke with the DVLA on 18 March 2026 to ascertain the timescales for the DVLA to process the application and the DVLA confirmed that it usually takes 4 weeks for a response and that a bulk application would likely take even longer. Given the ongoing threat of trespass and violent and threatening conduct, the injunction is sought as a matter of urgency and I consider that, in the circumstances, it would be inappropriate to wait for an application to be dealt with by the DVLA, where delays in searching against the details of multiple vehicles are possible, before the issuing of proceedings and the application for the injunction.

372. Even if it was possible to obtain the details or the registered keepers of the identified vehicles, this in itself would be inadequate to identify all those involved in the incidents, because the registered keeper is not necessarily the driver of the vehicle at the material time

and because multiple people attend the sites in addition to the drivers of the vehicles in any given incident.

373. I understand that it is possible for documents to be served by alternative means, in accordance with CPR 6.15 (and by CPR 6.27 as it applies to documents other than the Claim Form) where the Court considers there to be a 'good reason' to do so.

374. The Claimant proposes 3 methods for alternative service, which are detailed in paragraphs 376 of this statement. In the circumstances, I suggest that these methods are the only appropriate ways to bring the proceedings to the attention of the parties whom the Claimant intends to serve on, because:

a. the Claimant does not have the details of the Defendant's current whereabouts and therefore cannot rely on personal service;

b. the Claimant does not have the address details of the Defendant (including their residence or any other address designated for service) and cannot therefore rely on service by post; and

c. the Claimant does not have the email address or fax number for the Defendant and cannot rely on service by electronic communications.

375. In the absence of the Claimant being able to serve by the methods noted in paragraph 369 of this statement, I suggest that the alternative methods for service proposed at paragraphs 376 of this statement are the only other realistic methods that can be considered by the Court to be 'good service' as, in the circumstances, these are the only appropriate ways to reasonably bring the papers to the attention of the Defendant.

376. On behalf of the Claimant, I would therefore propose to serve the documents relating to this Claim and application on the Defendant by alternative means, as follows:

a. affixing the papers in a prominent position in the car parks and inside the gyms of each of the Claimant's sites identified in this statement, to increase the likelihood of the Defendant identifying the documents irrespective of which of those sites they visit;

b. including a 'QR' code (otherwise known as a 3D barcode) and URL link on the cover sheet to be displayed with the papers in the car parks and inside the gyms identified in this statement, so that the papers can be accessed in PDF form on a mobile or computer device, to increase the likelihood of the Defendant identifying the documents irrespective of which of the affected sites they visit; and

c. displaying a URL link on the home webpage of the Claimant's website, so that the papers can be accessed in PDF form on a mobile or computer device.

377. Together with my solicitors, I would oversee the service of the papers on the Defendant, by the alternative means sought.

378. The Claimant therefore applies for an Order that, in these unfortunate circumstances where the details of the Defendant are unknown, the proposed methods constitute 'good service' for the purposes of CPR 6.15 and CPR 6.27.

Summary

379. In the circumstances, it is absolutely necessary that the Court grants the injunction sought against the Defendant, in order to avoid further detrimental impact being experienced by the Claimant. I have highlighted in this statement not only the severe financial implications of the Travellers repeated attendances at the sites operated by the Claimant, but also the risk to the health and safety of the Claimant's members and customers and employees. The Claimant has to date incurred costs of at least £425,607.63 (exclusive of VAT, which does not include the Claimant's legal fees in bringing this application)in relation to trespass by Travellers and simply cannot continue to incur costs at a similar rate, together with further losses that could arise due to a reduction in members and customers in the light of these incidents.

380. The Claimant considers that an interim and final injunction is the only way to prevent further trespass at the Claimant's sites and adequately protect the Claimant's interests.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed Phillip Hume.....

Name Phillip Hume.....

Date 03.07.2026.....