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Legal Department
Virgin Active Limited
26 Little Trinity Lane
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Email to: [REDACTED]

15 January 2026

PRE-ACTION PROTOCOL LETTER

Our clients: SP and QX

Dear Virgin Active,

1. We are instructed on behalf of our clients, SP and QX, in respect of proposed claims against Virgin Active. We have anonymised our clients, but their identities will be known to Virgin Active from the facts set out below.
2. This letter is written pursuant to the Practice Direction on Pre-Action Conduct and Protocols.

Policy change communicated on 15 August 2025

3. On or around 15 August 2025, Virgin Active circulated an email to members stating that, following a recent Supreme Court judgment, it had updated its “Club Rules” (the “**Club Rules**”) so that changing rooms and bathroom facilities were to be used according to “*biological sex*” (the “**Policy Change**”). The email stated that the Policy Change was legally required and binding on Virgin Active:

“We’re writing to let you know about an important update to our Club Rules, following a recent legal ruling that affects our business.

In April, the UK Supreme Court confirmed that the Equality Act 2010 defines sex in biological terms. For your information, the judgment is available here.

While this decision was outside of our control, it is legally binding on our business – as well as other gyms, leisure centres and similar facilities across the UK. As a result, we are required by law to make certain changes to how we operate and manage our facilities.

To comply with the law, we have had to update our Club Rules so that our changing rooms and bathroom facilities are designated according to biological sex. Our updated Rules are available on our website here. For your convenience, the relevant change is in ‘General’, subsection 8.

What Happens Next

When it comes to how we operationalise this policy change, we will be doing so as soon as practically possible. Along with many others in our industry, we are awaiting further detailed guidance from the Equality and Human Rights Commission (EHRC) to help us implement this legal ruling in practice.

In the meantime, we will be exploring and introducing arrangements designed to ensure the comfort, safety and dignity of all our members and employees. We will share any operational updates with you directly as soon as they are confirmed.

Our priority is to implement these legal requirements in a way that remains true to our values: providing a safe, respectful and welcoming environment for everyone who uses our facilities. Our commitment to safety and inclusivity remains unchanged – alongside our dedication to supporting our members’ health and wellbeing.

If you have any questions on what this means for you or your membership, please reach out to info@virginactive.co.uk. Thank you for your understanding and support.

VIRGIN ACTIVE

Where wellness gets real” (Emphasis added)

4. The Club Rules are incorporated into each member’s contract. The change is found under “General”, subsection 8, of the Club Rules:

“By law, our members and visitors who use a changing room marked as ‘male’ or ‘female’ must select the one that matches their biological sex.

Our unisex and single-occupancy facilities can be used by everyone, and we are updating our signage to ensure these spaces are clearly marked and easy to find. If you need help locating our unisex and single-occupancy facilities, our front-of-house team will be happy to assist. If you have any questions or concerns about which changing room is right for you, please email info@virginactive.co.uk.” (Emphasis added).

Membership contracts with Virgin Active

5. [REDACTED]
6. The contracts state, at paragraph 12: *“What are the club rules and how do they affect me? By applying to be a member of a Virgin Active club, you agree to follow the club rules, which apply to all members, guests and visitors. The club rules set out how you use a club. A copy of the current version of the club rules is available on our website.”*
7. They contain the following *“Health Commitment Statement”*:

“The management and staff at Virgin Active are dedicated to helping you take every opportunity to enjoy the facilities that we offer.”
8. Under *“Our Commitment to You”* it states (emphasis added):

“1. We will respect your personal decisions, and allow you to make your own decisions about what exercise you can carry out. However, we ask you not to exercise beyond what you consider to be your own abilities.

2. We will make every reasonable effort to make sure that our equipment and facilities are in a safe condition for you to use and enjoy...

This statement is for guidance only. It is not a legally binding agreement between you and us and does not create any obligations which you or we must meet.”
9. Under the *“Terms and Conditions”*, Clause 1 states:

“1. The Contract between you and us

a. Standard members

As well as agreeing to your terms of membership (including these Conditions), as a member you agree to follow the rules of membership relating to using our clubs and your behaviour in our clubs ('club rules'). The club rules are available on our website at www.virginactive.co.uk."

10. The other relevant clauses are set out below (emphasis added):

"[10]b. Reasons for ending your membership early

You may end your membership by giving us notice to end membership in accordance with paragraph 14 below if one of the following applies:

...

*4. We make a change to these Conditions or to the Virgin Active club rules at your home club (as set out in paragraph 13) that **significantly reduces the benefits of your membership**. We must receive your notice within 45 days of the change coming into force and your membership will end on the date of the notice you give us.*

...

***We will do all we reasonably can to give you at least 45 days' notice of any change set out in points 1 to 4 above**, either in writing to the postal or email address we have on our records or by prominently displaying a sign in your home club.*

...

13. Changes to these Conditions or the club rules

Details of the current opening hours and facilities available at each club are set out on our website. We may sometimes need to change our opening hours or facilities. If we need to do this we will, where reasonably possible, display notices in the club telling you about the change at least two weeks before the change takes effect.

We can make reasonable changes to these Conditions or the club rules at any time for security, legal, regulatory or operational reasons. We will give you at least 45 days' notice of any changes by displaying the new conditions or club rules in your home club. If any change to these Conditions or the club rules significantly reduces

the benefits of your membership, you have the right to end your membership under paragraph 10b.

...

15. Our responsibility to you

We will pay you compensation for any loss or damage you suffer if we fail to carry out our responsibilities under the Contract to a reasonable standard (or at all)_or if we break any responsibilities we have by law, unless this is due to:

a. your own fault.

b. someone who is not connected with providing services under this Contract; or

c. events which neither we nor our suppliers could have expected or avoided even if we had taken all reasonable care.

We will limit the compensation we will pay you (other than in the case of personal injury or death) to a reasonable amount, considering things such as whether the loss or damage was due to our negligent act or failure to act. Nothing in this Contract will remove any liability we have by law, including for death, personal injury or fraudulent misrepresentation (for example, if we make a fraudulent statement which persuades you to enter this Contract).

...

17. Your personal information

We take the privacy of our members seriously. *This paragraph summarises the ways in which we use your personal data. Further information about the ways in which we use personal data is set out in our privacy policy (available at www.virginactive.co.uk), together with contact details if you have any questions.*

*If you have any request about your personal information, please contact your home club in the first instance. We will collect personal information from you through your interactions with us (for example when you join us as a member or purchase or make bookings for our products or services), through your usage of our health clubs and services, and through your interactions with our website and mobile app and other technologies. **We will only***

*use your personal information when the law allows us to. Most commonly, we will use your personal data where we need to do so to perform a contract with you, **where it is necessary for our legitimate interests, or where we need to comply with a legal or regulatory obligation.** We may share your personal data with external third parties who perform certain functions on our behalf or provide us with services to enable us to deliver our products and services and manage our business. We require all third parties to respect the security of your personal data and to treat it in accordance with the law, including by putting in place appropriate contractual obligations and protections. We do not allow our third party service providers to use your personal data for their own purposes.*

Factual Background

SP

11. SP is a [REDACTED] transgender woman. She has been a member of Virgin Active since [REDACTED]. She has attended multiple Virgin Active clubs, including [REDACTED].
12. SP joined Virgin Active prior to her transition and, at that time, used the men's changing facilities. [REDACTED], she temporarily stopped attending the gym.
13. SP returned to Virgin Active on or around [REDACTED]. From that date, she consistently used the women's changing facilities at the clubs she attended. She did so openly, without concealment, and without incident or complaint, for a period of more than two years, until August 2025.
14. [REDACTED]
15. SP most regularly attended the Virgin Active [REDACTED]. At that location, [REDACTED]
16. Virgin Active clubs operate men's and women's changing rooms. At the [REDACTED], the women's changing facilities include showers, hair-drying and straightening equipment, a

clothes dryer and a women's steam room (located in the changing room itself). Access to the swimming pool ordinarily requires passing through either the men's or women's changing rooms, unless the service user goes through the yoga/Pilates studio, which is often in use.

17. The [REDACTED] has an accessible toilet, which is on a different floor to the men's and women's changing rooms, gym, pool and sauna. The accessible toilet does not provide showering facilities, access to steam rooms, hair-drying or straightening equipment, a clothes dryer, or equivalent access to the pool.
18. At the [REDACTED], SP understands that there are accessible toilets, but only within the men's and women's changing rooms.
19. At the [REDACTED], there may be an accessible toilet which includes a shower, but it does not provide facilities equivalent to the women's changing room, such as lockers, nor equivalent access to steam rooms or the pool, which is through the men's and women's changing rooms.
20. As a result of the Policy Change on 15 August 2025, SP understood that she was no longer permitted to use the women's changing facilities, which she had used without issue since [REDACTED], and that she was instead expected either to use the men's facilities or an accessible toilet lacking equivalent amenities. No individual assessment of SP's circumstances was proposed or offered either before or after the Policy Change was implemented. The effect of the implementation of the Policy Change, without any warning or consultation or notice (in breach of the 45 days' notice promised by the Membership Contract), was that she was left feeling distressed and unsettled.

Events of [REDACTED]

21. On [REDACTED], SP attended the [REDACTED]. She attended whilst continuing to feel distressed and unsettled as a result of the Policy Change announced in the 15 August 2025 email.

22. [REDACTED]
[REDACTED]
[REDACTED]

23. [REDACTED]
[REDACTED]

[REDACTED]

24. [REDACTED]

25. [REDACTED]

26. [REDACTED]

27. SP was extremely distressed by learning that her trans status and her use of the facilities had been discussed between staff without her knowledge or consent. She understands that her gender history was discussed between members of staff, [REDACTED]

28. [REDACTED]

29. SP experienced [REDACTED] as being "outed" and as a serious invasion of her privacy and dignity.

30. Despite her distress, SP stayed [REDACTED]

31. [REDACTED]

QX

35. QX is a [REDACTED] non-binary, transmasculine person who uses 'they/them' and 'he/him' pronouns and presents as male. [REDACTED]
[REDACTED] QX is generally perceived by others as male in everyday social settings.
36. [REDACTED]
[REDACTED]
37. QX chose Virgin Active [REDACTED]
[REDACTED]
[REDACTED]
38. Prior to the events described below, QX attended Virgin Active [REDACTED] three to four times a week for weight training and would typically swim at least once a week.
39. Before 15 August 2025, QX consistently used the men's changing rooms at the club. This reflected QX's outward presentation and allowed him to use the facilities without distress to himself or discomfort to others. QX considered use of the women's changing rooms inappropriate and distressing, both because of his male presentation and because of the risk of making other users uncomfortable.
40. As a result of the Policy Change on 15 August 2025, QX understood that he was no longer permitted to use the men's changing rooms, notwithstanding his gender presentation, and would instead be expected to use the women's changing rooms. No individual assessment of QX's circumstances was proposed or offered at that stage.
41. After the Policy Change, QX's use of the swimming facilities reduced significantly. Instead of swimming weekly, QX attended the pool on only two occasions over the following months. On both occasions, QX attended with their partner for emotional support, using a guest pass.
42. On the first occasion, QX used the women's changing rooms with their partner present. QX was stared at by other members in the changing room. QX experienced significant discomfort and distress and felt conspicuously out of place due to their male presentation.
43. On the second occasion, QX used the men's changing rooms, consistent with their presentation and previous practice. Although no challenge was made by staff or other users

on that occasion, QX remained anxious throughout, due to the risk of being confronted and possibly harassed.

44. As a result of these experiences, QX felt torn between attempting to comply with the stated policy by using the women's changing rooms and continuing to use the men's changing rooms in line with their presentation but in fear of challenge, harassment or sanction.
45. On 4 [REDACTED], after several months of uncertainty and distress, QX emailed Virgin Active to ask what changing facilities they should be using:

"Good afternoon,

I am a member at [REDACTED] and given the recent Virgin Active policy that clients have to use their facilities based on their gender assigned at birth, I am querying as to if this gym has gender neutral changing rooms with the same facilities as the gendered changing rooms? (Shower/hairdryer/clothes dryer etc) I am non binary and trans masculine and present as male, however with this policy I now have to use the women's changing room. This makes both myself and the other clients uncomfortable due to them perceiving that a male is in the changing rooms. Therefore I would feel safer in a gender neutral space.

Much appreciated,

[QX]"

46. Virgin Active responded on [REDACTED]:

"Dear [QX],

Thank you for getting in touch, and for taking the time to share your concerns so openly. I completely understand that this situation may feel uncomfortable, and I want to reassure you that we're committed to ensuring that all members feel safe, respected, and supported when using our clubs.

*At present, [REDACTED] has **two accessible changing rooms** available for use. These are gender-neutral spaces and can be used by any member who feels more comfortable doing so. However, please note that **access to these rooms requires walking through the main changing area**, in line with our current building layout and operational policy.*

If this arrangement doesn't feel suitable for you, I've copied in [REDACTED], who will be more than happy to discuss your needs directly and help identify an arrangement that works best for you.

*I also want to acknowledge that, at the moment, the accessible changing rooms do **not yet offer identical facilities** (such as hairdryers and clothes dryers) to those in the main changing areas. We recognise this as an important gap and are **already making plans to rectify this promptly** so that all members can access equivalent amenities.*

Thank you again for raising this so thoughtfully, [QX]. Your feedback helps us ensure our spaces remain inclusive and welcoming for everyone. Amy will follow up with you shortly to discuss the most comfortable option for your visits in the meantime.

Regards,

[REDACTED]

[REDACTED]

47. It is noteworthy that this response explicitly concedes that the facilities in the 'gender neutral' spaces (the accessible changing rooms) are not "*identical*" and, it is to be inferred, inferior to the facilities in the men's and women's spaces. The [REDACTED] club has two accessible toilets. One is located next to the men's changing room and one is located next to the women's changing room. They are separate from the main men's and women's changing areas and are not equivalent facilities: for example, they do not contain clothes dryers. Further, they are toilets, not changing rooms. While they do have several lockers and an accessible shower, they can each only be accessed by one person at a time. Therefore, QX would have to wait outside the toilet in the gym's main walkway in their wet swimming trunks to access their locker if the toilet were occupied when they came out of the pool.
48. In addition, access to the swimming pool at [REDACTED] requires users to pass through either the men's or women's changing rooms. As a result, using the accessible toilet to change does not provide a viable route to the pool, because QX would still be required to pass through the main walkway of the gym and then through the men's or women's changing rooms to get to the pool.

49. The proposed use of accessible toilets, therefore, was not a workable or dignified solution and nor did it provide equivalent access to facilities.

50. On or around [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] The ambiguity over the Policy Change and its potential enforcement continues to cause QX anxiety and stress. Because of this he still does not use the changing rooms, sauna, steam room or pool when he goes to the gym in case he is confronted, as he understands the staff may not support him in the face of another client's complaint. He avoids the pool facilities and changes clothes at home after working out.

51. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] notes that creating designated spaces for trans people would amount to segregation, would risk outing trans users, and would remove gender-neutral provisions.

52. As matters stand, QX remains uncertain as to which facilities they are permitted to use and continues to experience anxiety, distress, and reduced access to swimming facilities.

CLAIMS – SP

53. We consider that, based on the above events, SP has claims under the Equality Act 2010 (the "EqA").

Provision of services

54. Virgin Active provides services to SP under section 29 of the EqA. Virgin Active is accordingly under a duty not to discriminate against SP.

Protected characteristic

55. SP has the protected characteristic of gender reassignment within the meaning of section 7 of the EqA.

Direct Discrimination

56. Virgin Active has directly discriminated against SP because of her protected characteristic of gender reassignment, contrary to section 13 of the EqA.

57. Since the introduction of the Policy Change contained in Virgin Active's updated Club Rules in or around August 2025, Virgin Active has treated SP less favourably because of gender reassignment by subjecting SP to the following detriments:

57.1. First, on 15 August 2025 Virgin Active sent SP the email set out above containing the Policy Change. In the email, Virgin Active communicated that SP would no longer be permitted to use the women's changing facilities. The Club Rules were changed as set out above, so that members must select changing rooms which match their biological sex.

57.2. Second, Virgin Active, by its Policy Change introduced in August 2025, has prohibited SP from using the women's changing rooms, notwithstanding SP's female presentation and prior unproblematic use of those facilities.

57.3. Third, since the Policy Change, Virgin Active has required SP instead to use either the men's changing rooms, which are not appropriate to SP's presentation and cause distress and possible harassment to SP and discomfort to other users, or an accessible toilet which is not equivalent to the main changing rooms and provides inferior facilities.

57.4. Fourth, since the Policy Change, Virgin Active has failed to provide SP with appropriate access to the pool. She is required to access the pool by walking through the men's changing rooms and/or walking through a gym or Pilates studio – in her swimming clothes. This causes SP humiliation and distress and potentially outs her as transgender, putting her at risk of harassment.

- 60.1. SP was forced into an '*othered*' position, distinct from both men and women.
 - 60.2. Having to use the accessible toilet as a changing space visibly singles SP out and risks outing her as transgender. (There can be no doubt that outing someone is a matter that the law takes seriously. Section 22 of the Gender Recognition Act 2004 creates a criminal offence enforcing the strict privacy requirements upon persons who in an official capacity learned about the gender history of a trans person who has been issued with a Gender Recognition Certificate ("**GRC**").
 - 60.3. Having to use the men's facilities causes significant distress to SP and discomfort to other service users, and risks SP being humiliated or harassed, given her social and physical presentation.
 - 60.4. The requirement to use men's changing facilities and/or the Pilates studio (the latter of which is often in use and therefore not a viable option) in order to access the steam room/sauna/pool undermines SP's privacy and sense of personal security.
 - 60.5. The ongoing ambiguity and inconsistency in enforcement causes anxiety and distress to SP during each visit.
61. Having regard to SP's perception, the other circumstances of the case, and whether it is reasonable for the conduct to have that effect, the statutory test for harassment is met.

Indirect Discrimination

62. Virgin Active has indirectly discriminated against SP because of her gender reassignment, contrary to section 19 of the Equality Act 2010.
63. Virgin Active has applied a provision, criterion or practice ("**PCP**") that members must use changing rooms and bathroom facilities designated according to their "*biological sex*", or accessible facilities where available.
64. This puts transgender members of the gym at a particular disadvantage compared to members who are not transgender because:
- 64.1. Transgender members are excluded from the changing facilities that align with their lived gender and/or presentation;

- 64.2. Transgender members are disproportionately required to use accessible facilities;
and
- 64.3. Those facilities are typically inferior, incomplete, or positioned in ways that expose or single out (by ‘othering’ or ‘outing’) transgender users.
65. Members who are not transgender are not subjected to those disadvantages and are able to use the changing facilities aligned with their gender presentation without restriction.
66. SP has been put to the above disadvantages. Her only options are to use the men’s changing rooms or the accessible toilet. Neither are appropriate (in particular in relation to her comfort, safety and dignity) for all the reasons given above.
67. Virgin Active cannot show that its policy, introduced in August 2025, is a proportionate means of achieving a legitimate aim. Virgin Active has not explained what aim the new Policy Change seeks to achieve. It appears that the PCP was introduced as a knee-jerk reaction to the Supreme Court judgment in *For Women Scotland* and, possibly, because of pressure from gender critical campaigning groups. If that is the case, then such a response is wrong-headed and cannot be legitimate nor proportionate. The Supreme Court did not mandate trans exclusion.
68. The PCP operates as a blanket rule rather than an evidence-based or individualised assessment. An equality impact assessment does not appear to have been undertaken prior to the decision to introduce the new Policy Change. Accordingly, Virgin Active has conducted no evidence-based assessment of the impact on trans (or non-trans) members, or, notably, on the impact on disabled members who may require use of the accessible toilets. To introduce a policy of blanket trans exclusion, without any warning or consultation (let alone the 45 days’ notice stipulated in the Membership Contract), in these circumstances, was unlawful, irresponsible and harmful.

CLAIMS – QX

69. We consider that, based on the above events, QX has claims under the EqA.

Provision of services

70. Virgin Active provides services to SP under section 29 of the EqA. Virgin Active is accordingly under a duty not to discriminate against SP.

Protected characteristic

71. QX has the protected characteristic of gender reassignment within the meaning of section 7 of the EqA.

Direct Discrimination

72. Virgin Active has directly discriminated against QX because of their gender reassignment, contrary to section 13 of the EqA.

73. Since the introduction of Virgin Active’s updated Club Rules in or around August 2025, Virgin Active has treated QX less favourably because of his gender reassignment by subjecting QX to the following detriments:

73.1. On 15 August 2025 Virgin Active sent QX the email set out above. In the email, Virgin Active communicated that QX would no longer be permitted to use the men’s changing facilities.

73.2. Virgin Active has introduced a policy which prohibits QX from using the men’s changing rooms, notwithstanding QX’s male presentation and prior unproblematic use of those facilities.

73.3. Since the Policy Change, Virgin Active’s official position has required QX instead to use either the women’s changing rooms, which are not appropriate to QX’s presentation and cause distress to QX and discomfort to other users, or an accessible toilet which is not equivalent to the gendered changing rooms and does not provide the same facilities.

73.4. Since the policy change, Virgin Active has failed to provide QX with appropriate access to the pool.

73.5. Virgin Active directed QX, [REDACTED] to use the inferior accessible changing rooms.

73.6. Virgin Active informed QX, [REDACTED]
[REDACTED]
[REDACTED]

73.7. Virgin Active informed QX, [REDACTED]
[REDACTED]
[REDACTED]

74. Virgin Active would not have treated a member of the gym without the protected characteristic of gender reassignment in the way set out above.

Harassment

75. Contrary to section 26 of the EqA, Virgin Active has engaged in unwanted conduct related to QX's gender reassignment by subjecting them to the detriments listed at points 1-7 above.

76. That conduct has had the purpose and/or effect of violating QX's dignity and/or creating an intimidating, hostile, degrading, humiliating or offensive environment for QX. In particular:

76.1. QX is forced into an '*othered*' position, distinct from both men and women.

76.2. The use of the accessible changing room as a changing space visibly singles QX out and risks outing QX as transgender.

76.3. The use of the women's facilities has caused significant distress and humiliation to QX and discomfort to other service users, and risks QX being further humiliated or harassed, given his social and physical presentation; and

76.4. The ongoing ambiguity and inconsistency in enforcement has caused, and is continuing to cause, anxiety and distress during each visit.

77. Having regard to QX's perception, the other circumstances of the case, and whether it is reasonable for the conduct to have that effect, the statutory test for harassment is met.

Indirect discrimination

78. Virgin Active has indirectly discriminated against QX because of his gender reassignment, contrary to section 19 of the EqA.

79. As set out above, Virgin Active applies a PCP that members must use changing rooms and bathroom facilities designated according to their "*biological sex*", or accessible facilities where available.

80. This puts transgender members of the gym at a particular disadvantage compared to members who are not transgender because:

- 80.1. Transgender members are excluded from the changing facilities that align with their lived gender and/or presentation;
- 80.2. Transgender members are disproportionately required to use accessible facilities; and
- 80.3. Those facilities are typically inferior, incomplete, or positioned in ways that expose or single out transgender users.

81. Members who are not transgender are not subjected to those disadvantages and are able to use the changing facilities aligned with their gender presentation without restriction.

82. QX has been put to the above disadvantages. Their only options are to use the women's changing rooms or the inferior accessible changing rooms. Neither are appropriate for all the reasons given above.

83. Virgin Active cannot show that its policy, introduced in August 2025, is a proportionate means of achieving a legitimate aim for the reasons set out above in relation to SP.

Remedies

84. Our clients are entitled to seek declarations that they have been discriminated against and/or harassed and compensation for losses including injury to feelings, which in SP's case includes an element for the distress suffered as a result of her data being misused.

Resolution

85. Our clients are willing to compromise their claims without recourse to the Court, on the following basis:

- 85.1. First, that Virgin Active repeals the Policy Change introduced in August 2025 and publishes a public statement to this effect on its website and social media platforms and notifies its gym members of the repeal by email.
- 85.2. Second, that Virgin Active makes a payment of compensation to our clients. We invite your sensible proposals.

85.3. Third, that Virgin Active pays our clients' costs.

Anonymity

86. Should it be necessary for our clients to proceed with this claim, we will be making an application for dispensation from the requirements in CPR PD16, with a view to bringing the claims anonymously. This application will be made on the basis that proceedings in which our clients' names are made public could put our clients' mental and/or physical safety at risk.

87. We invite Virgin Active to confirm that it would not object to such an application.

Preservation of documents

88. As litigation is contemplated, Virgin Active is required to preserve all relevant documents in its possession. Any routine data minimisation/deletion protocols should be paused or adapted to ensure relevant documents are recoverable.

89. Please confirm when responding to this letter that all electronic messages, chat logs and other files have been preserved.

Pre-action disclosure

90. Pursuant to paragraph 6(c) of the Practice Direction on Pre-Action Conduct and Protocols, if liability is denied please provide copies of all internal email traffic and other relevant documents concerning (i) Virgin Active's policy change in August 2025, and (ii) the creation of any lists of transgender or non-binary gym members.

The Commission for Equality and Human Rights (EHRC)

91. Please note that, pursuant to paragraph 2.1 of the Practice Direction on Proceedings under Enactments relating to Equality, in the event proceedings are issued we are bound to give notice to the EHRC.

Response

92. Please acknowledge safe receipt of this letter immediately.

93. Please either confirm whether the proposed resolution in this letter is accepted or provide a Protocol compliant Letter of Response within 14 days. This should properly particularise any

defence. In the event that solicitors are instructed to respond on your behalf, they should indicate whether they are instructed to accept service of proceedings.

94. We look forward to hearing from you.

Yours faithfully,

Good Law Project

Good Law Project