

**In the High Court
Central Office
Queen's Bench Division**

In the matter of disregards of legal contract.

BETWEEN:

ISABELLA WINTERS

Claimant

~ v ~

DEVIL LIMITED

Defendant

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Introduction

On the 30th January 2012 a first letter forming the first part of the pre-action protocol was sent to GLL via electronic mail. A response from the Defendant on the 1st February 2012 informed the Claimant that the case had been put to Zurich Municipal (the insurer). The Claimant then sent a proposed claim on the 15th February 2012, covering the second and final part of the pre-action protocol.

Zurich Municipal has responded by not accepting liability. Thus the claim proceeds.



Particular of claim

1. The Claimant is a member at the gymnasium with a monthly membership. The membership allows the Claimant to use the facility, including classes, during off peak hours.
2. On the 26th January 2012 while the Claimant was doing his exercise at Heat Gymnasium, a member of staff came into the studio and informed the Claimant that he cannot use a piece of equipment (Rio Sauna Belt) that he was using because they do not want any injury to happen to him – as in such event the responsibility would be theirs.
3. **Clause 1.1.3** of the contract states: That as the member has agreed the disclaimer; GLL cannot accept responsibility for any injury sustained as a consequence of misuse of equipment or affects of a members health.
4. **Clause 3.1** of the contract states: Members are required to adhere to the centre rules and regulation on display at each centre. Failure to do so may result in entry being refused. The refusal of entry duration, is at the discretion of GLL.
5. First of all the centre rules does not preclude the use of such equipment (Rio Sauna Belt). Secondly, if the equipment does become faulty and prone to injury, the Defendant is not responsible as stated in clause 1.1.3.
6. In accordance with the terms and conditions of the contract, the preclusion of the use of the Rio Sauna Belt is unreasonable, having had some heated discussions with some of the staffs the Claimant has had sleepless nights over this. The Claimant is currently on Amitrityline (an anti-depressant) to help him with his sleeping disorder, and this situation at the gymnasium is only making it worst, thus impedes the Claimant from performing at his best to gain cultural, social, and economic capitals. In doing so contravenes the **International Covenant on Civil and Political Rights Article 1(2)**
7. As with international law, most instruments in most cases concern the State. As with the information provided, the case of insomnia is indubitable. In the circumstance where the state overlook the situation thus allows one group of people to cause hindrance as to deprive another from its mean of subsistence, the State is seen responsible.

Particular of damages

The Claimant is a self employed advertising salesman for The Peach Garden Fund. The claim is based on the average of two sales per day at £1000 per sale.

27th January 2012 – 28th February 2012 (current date)

21 working days x 2 sales per day

42 sales x £1000 = £42000

Not including the ability to fete for donors at full capacity.



Statement of truth

I believe that the facts stated in these particulars of the claim are true.

Isabella Winters

This claim is made in accordance with **Contracts (Rights of Third Parties) Act 1999**
Section 4

