

## **Privacy Notice for/with Gym Membership Application Form - at 29/08/2018**

The University of Winchester treats very seriously both the personal data and the sensitive personal data it processes on behalf of primarily its students and staff members, and also a wide range of other people who it works with and has contact with, including alumni and those it works with in partnerships and the community.

The University has been and is continuing to work hard to comply fully with the new General Data Protection Regulation (GDPR) which is enforceable from 25 May 2018. The GDPR makes a number of key changes to data protection law in the United Kingdom and within the European Union (EU) and potentially beyond the EU. More information on these changes, which include strengthening of some individual rights and some new individual rights can be found on The Information Commissioners' Office (ICO) website at: <https://ico.org.uk/>

The ICO will enforce compliance with the GDPR from 25 May 2018.

The University processes both personal data and sensitive personal data under a range of different 'lawful bases' depending on the nature of the respective 'processing purposes'.

For the 'personal data' of students, staff members, partnerships and community, these 'lawful bases' include one or more of:

- Contract: and
- Vital interests - in the limited circumstances where for emergency medical care purposes, personal data needs to be processed and shared (as appropriate) with the emergency services where the individual (gym member) is incapable of giving consent to the processing.

In addition for sensitive personal data (or 'special category data' as its more formally known under the GDPR), the University processes under one or more of the 'lawful bases' conditions listed in Article 9(2) of the GDPR.

The 'purposes of the processing' range from being able correctly to identify who the gym members are who are allowed to use the gym, order processing, sharing general updates and news about the gym, staff administration, (via the medical questionnaire part of the application form) whether the gym staff need to ask any members for a specific doctor's note to confirm that the member is fit to exercise; and finally, where if there is an accident the gym needs to pass on members' personal data (for example their name and date of birth) and 'sensitive personal data' (for example health information they have provided) to the emergency services. The 'purposes of the processing' also include collecting from members and then processing the contact name and contact number of emergency contacts for members, so that in such emergency situations that named person could be so contacted.

Linked to its above mentioned 'processing purposes', the University processes a specific amount of personal data, which includes for example the names and contact details of students, staff members and gym members within both the respective Partnership and Community memberships.

In certain specific circumstances and linked also to its above mentioned 'processing purposes' and where there is also an additional 'lawful basis' for this further processing, the University may process a specific amount of sensitive personal data. This is done in line with ICO guidance, and may include information about an individuals' health for example.

Sometimes the University has a requirement to share this information with groups of recipients. This would only happen where if there was an accident the gym needed to pass on members' personal data (for example their name and date of birth) and sensitive personal data to the emergency services.

Personal data and sensitive personal data will be kept for no longer than necessary, and these decisions will be made in line with legal requirements, the relevant University policies and in light of relevant best practices.

There are a number of individual rights available, and more information on these can be found at <https://ico.org.uk/>. In particular in those circumstances and for those processing purposes where your personal data is being processed under the 'lawful basis' of 'Contract', you have usually a right to 'data portability'. However, in line with the ICO's guidance on this particular right (at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-data-portability/>), the right to data portability only applies when the organisation is carrying out the processing by automated means (ie excluding paper files), and so does not apply in the present case with the gym membership forms only being completed in hard copy format.

There is a right to lodge a complaint with a supervisory authority. This is the ICO, who can be contacted in various ways as listed at: <https://ico.org.uk/global/contact-us/>

In some cases, individuals are under a statutory or contractual obligation to provide the personal data (if applicable, and if the personal data is collected from the individual it relates to). This includes the present case of the 'Gym Membership Application Form', where all sections of the form that are relevant to those applying to be gym members need to be completed. This is both so that the Gym can properly carry out the above mentioned 'processing purposes' (The 'purposes of the processing'), and also so that (with the included 'Gym Health Questionnaire') the questionnaire determines whether you are physically ready to begin a fitness regime or if you need to consult your doctor.

The majority of the personal data held by the University is obtained from the individual it relates to.

We review and update (where necessary) this policy statement in line with current guidance and developments.

The data protection officer for the University is:

David Farley, Data Protection Officer,  
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Winchester, Hampshire,  
SO22 4NR,  
United Kingdom.

Tel: +44 (0) 1962 841515, Ext. 7306.

Email: [David.Farley@winchester.ac.uk](mailto:David.Farley@winchester.ac.uk)

The name and contact details of our organisation are:

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## University of Winchester Gym Terms and Conditions 1.0 Gym Pass: Joining

1.1 All gym users must accurately complete a pre-exercise medical screening questionnaire before using the gym. The University reserves the right to refuse usage of the gym based on medical concern or prior medical history, if the individual's health is at risk. Users are responsible for monitoring their own physical condition throughout any activity undertaken in the sports facilities and should any unusual symptoms occur they must immediately refrain from participating in the activity and inform a fitness instructor or any member of staff.

1.2 Gym users must be age 18 years plus or 16 years plus with signed parental consent.

1.3 You will be subject to all rights and obligations according to the type of gym pass for which your application has been accepted.

1.4 All users of the gym must have a valid Gym Pass agreement. Anyone caught without up to date payment will be asked to leave the facility until further notice.

### 2.0 Gym Pass & benefits

2.1 Your gym pass type is set out on your application form.

2.2 With your gym pass you are permitted to use additional facilities to the gym. These include only the Athletics Track casual use & Badminton Courts. Please note this is subject to availability and you must call the main reception desk to book use of these facilities. The MUGA, All-weather pitch, full Sports Hall hire are charged at an extra rate.

2.3 Fitness & Wellbeing classes are charged at an extra rate, for stated periods only these will be included in all Gym Pass rates at no extra cost.

2.4 Please note our Fitness & Wellbeing Class Timetable will change over seasons & semesters.

### 3.0 Fees and charges

3.1 The first gym pass payment becomes payable immediately upon signature of your application in accordance with the amounts and payments set out.

3.2 In order to qualify for any discounted gym pass you are required to supply evidence of your eligibility. A list of evidence can be provided on request.

3.3 Gym pass fees shall be fixed by the University and may be altered at any time, subject to giving 1 months' notice, except to annual gym pass. Gym users who do not wish to accept an increase should cancel their gym pass by giving one month's notice.

3.4 Gym pass fees are non-refundable unless cancelled within the first 14 days of subscription.

3.5 Gym users may upgrade their gym pass at any time on payment of the appropriate difference between the two price levels.

3.6 Gym users are asked to notify the University of Winchester of any changes to their contact details.

3.7 On acceptance of an application, a gym user will have their staff/student card activated or be issued with a card as an external gym user. Cards issued remain the property of the University of Winchester.

3.8 Cards may not be used by anybody other than the subscribed gym pass holder. Any misuse of a gym pass card may result in termination of the gym pass without refund of subscriptions paid.

3.9 In the case of lost cards, replacement cards can be obtained from the reception desk. A replacement card fee of £5 will be charged. Any student or staff member that loses their card should gain a replacement from IT.

3.10 Some classes are charged at an additional fee to gym pass fees. All classes are subject to availability.

3.11 Gym Pass Promotion, if you have joined on a special promotion package please note that rates are likely to return to normal pricing after this period.

### 4.0 Facilities /Services

4.1 Gym pass holders must produce their card on each visit to the facilities. Any misuse of the gym pass card may result in immediate termination of your gym pass.

4.2 We reserve the right to close areas of the facility or have equipment out of use from time to time at our discretion e.g. for repairs and maintenance, refurbishment, deep cleaning, and events.

4.3 Details of opening hours are displayed on our website and at the reception. These may be subject to change upon provision of one weeks' notice where reasonably possible.

4.4 Personal belongings are brought into the facility at the users own risk and the University of Winchester does not accept liability for loss or damage to users property on the premises. Gym users are advised to use the lockers provided for their personal belongings. Padlocks for lockers can be purchased from the Gym reception.

4.5 Parking at the facility is detailed within the University car parking regulations.

4.6 No pets are permitted in the facility.

4.7 Fire Exits are clearly marked and gym users must not interfere or obstruct these doors for any reason.

4.8 Gym users are requested to wipe down fitness equipment after use.

4.9 Gym users are requested to wear clothing appropriate to the activity they are engaged in.

4.10 During vacation periods of the University please note that opening & closing times could change, this also includes Bank Holidays.

### 5.0 Lockers/Lost property

5.1 Gym users must not reserve lockers. Lockers will be emptied on a daily basis. Any lockers left locked will have their padlocks removed and in the process padlocks will be disposed. Items found will be kept for a limited period only and treated as lost property.

5.2 Lost property will be kept for a period of one month and then disposed of.

### 6.0 General

6.1 The University reserve the right to amend the terms and conditions. Any changes or amendments will be notified to users via email.

6.2 A gym user accepts that they enter into any activity at the facility entirely at their own risk. The gym user further accepts that, in the absence of negligence on the part of the University, they will not hold the University responsible, its health and fitness instructors, or other employees, servants or agents (including any independent contractor) for any damages resulting from, but not limited to, injury, death incurred or arising from any activity undertaken at the facilities.

6.3 The University reserves the right, with absolute discretion, to refuse the admission of any person to the facility or to evict any person from the facilities. If in the opinion of the University there has been any damage, breach of conditions or for any other reason the University deems appropriate.

### 7.0 Gym Pass Term

7.0 A minimum period of 3 months applies to all contracts. After this period customers may pay a minimum of one month gym pass. You cannot cancel your gym pass during this minimum gym pass period other than in accordance with sections 8.1 and 8.2.

7.1 Freezing of Gym Passes is not available unless a doctor's note is provided.

7.2 It is forbidden to transfer/share your Gym Pass.

### 8.0 Termination by you

8.1 Staff Members that pay by monthly salary deduction can cancel their gym pass by giving 1 months' notice in writing to the Sports Facilities Development Manager.

8.2 At the discretion of the Sports Facilities and Development Manager gym passes can be cancelled within the minimum gym pass period for the following reasons:

a) You are unable to use the facilities through serious illness or injury which precludes you from using the facilities for a period of at least 1 calendar month. The University may if necessary request evidence of your illness or injury, for example a doctors certificate.

b) You have been made redundant and can provide written evidence for example, a letter from your employer or a copy of a P45 form.

8.3 Gym pass fees that have been cancelled within the first 14 days of subscription, will be refunded by the University's Finance department. No cash or card refunds can be given directly by the Gym staff. Any refunds need to be authorised by the Sports Facilities Development Manager – once the appropriate information has been gathered, a refund request form will be completed and submitted to the Finance Department for payment.

### 9.0 Termination by us

9.1 We may terminate this contract in the following circumstances with no refund or notice.

a) If you commit a serious or repeated breach of this contract.

b) If any part of your gym pass fee remains unpaid 14 days after its due date for payment.

c) If you provide us with details which you know to be false when applying.

d) For inappropriate behaviour within the facility (eg. Misuse of equipment, non-payment of fees, disorderly conduct which might cause annoyance or danger to others)

[www.winchester.ac.uk/sport](http://www.winchester.ac.uk/sport)

Please email [SportsEnquiries@Winchester.ac.uk](mailto:SportsEnquiries@Winchester.ac.uk) for further information.