

PRIVACY POLICY

JULIE LIGGINS FITNESS

Introduction

This is the privacy policy of Julie Liggins Fitness in relation to its operation of the Studio 2 fitness business.

Julie Liggins Fitness respects your privacy and is committed to protecting your personal data. This privacy policy informs you of how we protect your personal data, however you provide it to us, (including via the Julie Liggins Fitness website regardless of from where you visit them) and tells you about your privacy rights and legal protections.

1. Important information and who we are

Purpose of this privacy policy

This privacy policy tells you how Julie Liggins Fitness collects and processes your personal data through your provision of that data to us and use of any of our group websites, including any data you may provide when you sign up to a newsletter, purchase a product or service, take part in a survey or enter a competition.

It is important that you read this privacy policy together with any other information we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy policy is complementary to that information and will not override it.

Who is the Data Controller

When we use "Julie Liggins Fitness", "we", "us" or "our" in this privacy policy, we are referring to Julie Liggins Fitness, a sole trader based in the UK. This company is the "controller" for your personal data under the applicable legislation and it is responsible for processing and proper protection of your data.

We have not appointed a data protection officer as we are not sufficiently large and do not deal with so much personal data that this would be a worthwhile exercise.

Your duty to inform us of changes

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with Studio 2.

Third-party links

We will not transmit your data to any other party unless we need to do so to carry out the obligations we have in our relationship with you, where we have a statutory obligation to do so or have your consent.

Outside those circumstances, our website might include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you.

We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. The data we collect about you

Personal data, or personal identification information, means any information about an individual from which that person can be identified.

We may collect, use, store and transfer different kinds of personal data about you when we obtain that data and during the course of any relationship we might have with you. We have grouped the different types of data together follows:

Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.

Contact Data includes such things as billing address, delivery address, email address and telephone numbers.

Financial Data includes bank account and payment card details where this type of data is relevant to the reason underlying our relationship (usually so we are able to provide you with products and services).

Transaction Data includes details about payments to and from you and other details of products and services you have purchased from us.

We also collect some **Special Category** personal data about you through our PAR-Q form. This form is used for you to tell us, at the outset of our relationship, whether you have any health or medical issues that we should know about before providing you with exercise class services.

This is the only kind of Special Category data. Other types include details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, and genetic & biometric data). We do not any of these kinds of Special Category data nor do we collect any information about criminal convictions and offences.

If you fail to provide personal data

Where we need to collect personal data by law, or under the terms of a contract we have with you and you fail to provide that data when requested, we may not be able to perform the contract we have (or are trying to enter into) with you (for example, to provide you with goods or services). In this case, we may have to cancel access a product or service you wish to obtain from us but we will notify you if this is the case.

3. How is your personal data collected?

We will collect data from and about you through forms and e-mail and other contact. You may give us your Identity, Contact and Financial Data and health and medical information by filling in forms or by corresponding with us by post, phone, e-mail or otherwise. This includes personal data you provide when you:

- begin membership with us;
- sign up to receive information from our website;
- subscribe to our Facebook page;
- respond to any event invitations we might send you from time-to-time; or
- enter a competition, promotion or survey.

4. How we use your personal data

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we are about to enter into or have entered into with you;
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those legitimate interests;
- Where we need to comply with a legal, statutory or regulatory obligation; or
- Where we have your express consent to use your personal data for a specific purpose confirmed in that express consent.

Generally we do not rely on Consent as a legal basis for processing your personal data other than in relation to sending third party direct marketing communications to you via e-mail or text message. You have the right to withdraw consent to marketing at any time by contacting us.

Marketing

We will rarely market any goods and services to you. However, we might from time-to-time wish to make you aware of a fitness masterclass or Studio 2 event that is occurring or where Studio 2 members are supporting an event (often a charity event such as a fun-run).

We might also make promotional offers to you from time-to-time which would be relevant to your Studio 2 membership (such as membership deals and similar promotions). You will receive these sorts of marketing communications from us without your express consent as they will amount to modifications of the membership you have with Studio 2 and would therefore be a contractual matter.

5. Disclosures of your personal data

We may have to share your personal data with the following types of parties for the purposes set out in paragraph 4, above:

- Service providers acting as processors who provide essential elements of the transaction with which we are both associated, including for website activity IT and system administration services;
- Professional advisers including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services; or
- HM Revenue & Customs, regulators and other authorities based in the United Kingdom who require reporting of processing activities in certain circumstances.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

6. Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.

In addition, we limit access to your personal data strictly to those agents, contractors and other third parties who have a need to know that data in order to further the transaction in which we are both concerned. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator (usually the ICO) of a breach where we are legally required to do so and in a format and within timescales stipulated by the applicable regulator or the applicable data protection legislation.

7. Data retention

For how long will we retain your personal data?

We will only retain your personal data for as long as necessary to fulfil the purposes for which we collected it; including for the purposes of any legal, accounting, or reporting requirements following its legitimate use.

Normally, we would retain your details for 6 years following your Studio 2 membership as by law we have to keep basic information about our customers (including Contact, Identity, Financial and Transaction Data) for 6 years after they cease being members for tax purposes and in order to defend ourselves against any contractual claims arising from a member's membership with Studio 2.

In some circumstances you can ask us to delete your data: see below for further information. That will not necessarily oblige us to delete all of it because, as above, we might need to retain some aspects of it to meet legal, accounting or reporting obligations to which we are subject.

8. Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data as follows:

- Request access to your personal data;
- Request correction of the personal data that we hold about you;
- Request erasure of your personal data;
- Object to processing of your personal data;
- Request restriction of processing of your personal data;
- Request the transfer of your personal data to you or to a third party; and
- Withdraw consent at any time where we are relying on consent to process your personal data.

No fee usually required but you will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to deal with your concerns before you approach the ICO; so please contact us in the first instance.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Julie Liggins Fitness

25 May 2018