# **Privacy Policy**

On this page you can read about the data collected, why it's collected and how it's used to enhance your visit to this website.

Your Privacy.

Johanna Green Health and Fitness (JGHF) respects your privacy and pledges to maintain the confidentiality of your personal information/data. Johanna green, owner of JGHF, is registered with the Information Commissioner's Office (ICO) for the collection and processing of personal data. All personal information you share with us is maintained in accordance with the Data Protection Act (DPA) 1998, Personal Information Protection and Electronic Documents Act (2000) and the General Data Protection Regulation (GDPR) April 2016.

# **Securing Your Information**

The JGHF website uses sophisticated security and safeguard measures to protect users' information. This site is protected by an SSL certificate. This allows secure connections from a web server to a browser. You can check this by the presence of the padlock and the https address in the browser window.

My website uses "cookies" (small text files placed on your computer) to help analyse how users use my site. The information generated by the cookie about your use of the website can be transferred to my own secure server. I may use this information to see how my website has been used, and tailor it to offer other services that can be of use to you. Most browsers have cookies "on" as their standard setting, but you can change your browser settings to refuse cookies or to show you when a cookie is being generated. However, if you turn off cookies in your browser it is possible that some functionality and services, on my and other websites, will not function correctly.

This privacy policy is for all services on this site. I am not responsible for the privacy policies of other websites or sources.

By browsing my website, or contacting me, you are accepting my privacy policy.

I will only ever ask for necessary personal data to perform the appropriate service for you.

All personal data is stored on a password protected computer and mobile device, only accessed by me.

I will only use your data for the purpose for which it is intended.

If you complete my contact form or contact me via email, I will store your information for a short time in case you choose to contact me again. Data held will be your name and email address and any personal information you choose to write in your email.

If we are working together there will be an explicit privacy and security arrangement between us in our working agreement. I will also ask you to sign a Data Privacy & Consent Notice to comply with data privacy law.

I do not collect information for purposes other than those stated in this privacy policy unless I have asked you for permission beforehand.

Use of Your Information

JGHF will use footage/testimonials about your successes that you share within the group or with your Instructor/Trainer, including photos and video material, in our marketing materials, unless you expressly inform us not to.

JGHF obtains most of our information through the signing of Waivers and completion of PAR-q /Group Exercise Booking and Information Forms. With your consent we may also obtain personal information about you from third parties. This may include parents, guardian, coaches or whoever is registering you in a program and paying for your registration. Use of your personal information for any purpose other than those outlined or the release of such information by parties outside of JGHF or its affiliates will take place only under the following circumstances: (a) When you give consent — We will disclose your personal information when you have given consent.

All emails from our sites allow you to opt out of further communications.

JGHF will never sell, trade, rent, exchange or otherwise share your personal information with any other person, company or organisation (third parties), unless you give your permission.

Please note that we will not share health information that may have been provided in connection with a programme, programme withdrawal or request for refund. With your consent, we may use certain information to provide you with information about JGHF and its affiliates and programming. This consent is optional and you can decide to withdraw it at any time. Information collected by JGHF about its users is used internally by authorised employees (The Team) of JGHF for the following reasons: To process payment, register you in the programme of your choice, update you when required of any possible changes of the planned services at JGHF, determination of those areas, features, and services that are valued the most and found most helpful. Also, we collect information to determine the most appropriate participation in the activities and services provided at the JGHF and on our site.

### Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

# Legal Obligation of Information Release

JGHF will release any information that is required to be released by law or court order. In exceptional circumstances it may be necessary that we disclose your personally identifiable information if we believe, in good faith, that disclosure is otherwise necessary or advisable to protect JGHF interests. We will seek to ensure that any proposed disclosure is required in the circumstances and then ensure that we disclose only the information that is required.

This privacy statement is tailored to the use of this website. Any change to this site may lead to changes in the privacy statement. It is advisable to consult this privacy statement on a regular basis. I check this privacy policy regularly to ensure it is compliant with current regulations. If you have any questions about this policy, please don't hesitate to contact me.

Thank you for your trust.

# Data Privacy Notice/Client Consent Form.

May 2018

Johanna Green, owner of Johanna Green Health and Fitness (JGHF), is registered with the Information Commissioner's Office (ICO) for the collection and processing of personal data.

Personal data about clients and the Health and Fitness services received are kept securely and confidentially, and for the sole purpose of providing, managing and quality assuring the services provided:

- All forms and paper records are kept securely in a locked cabinet, and I ensure clients cannot be identified in any supplementary session notes I keep.
- Email and phone contact details are also kept electronically for administration purposes only.
- Data collected through the contact form on my website is kept on a password protected computer and area of my hosting provider UK2 secure server, which only I have access to.
- Data accessible to my Team/Instructors/ Professionals I work with is on a secure/GDPR compliant site, such as MINDBODY and MailChimp. Data is only keep otherwise, if absolutely necessary, and this is stored secure/GDPR compliant.

All data records are now subject to the General Data Protection Regulation (GDPR) April 2016. Some of the information I may collect is classified as sensitive personal data and I can only use such data where I have your explicit consent. This data may include: physical and/or mental health, and lifestyle.

I will not normally give your name or any information about you to any third party. However, there are exceptional cases where I might ethically or legally have to give information to relevant authorities. I would discuss any proposed disclosure with you unless I believe that to do so could increase the level of risk to you or to someone else.

Client records are kept under the terms of my personal liability insurance, and are then destroyed. Under the GDPR you have the right to access a copy and explanation of your personal data to request correction, erasure, or a change in data processing.

### Please complete the section below:

| Do you agree to me using your data in this way? Yes/No   |  |
|--|--|
| Signature Date   |  |
| If you wish to remove your agreement to my use of your data at any point please let me know in |  |

writing by email at johanna@johannagreen.com

If you have any concerns about how I have handled your data, you can report a concern on the ICO

website: www.ico.org.uk

# **Terms & Conditions**

All services purchased from Johanna Green Health and Fitness (JGHF) must be preceded by the applicant acknowledging, by way of completing a PAR-q form/Group Exercise Booking and Information Form/Waiver/Data Privacy and Consent Notice, that he/she has no physical limitations preventing him/her from participation and understand /consent to the use of your Personal Data. All applicants under the age of 18 years must have consent, in written form, from a parent or guardian. The applicant also agrees to abide by the rules and regulations of the "Company" (Johanna Green Health and Fitness, JGHF, or "we/us") and acknowledges that these rules and regulations, or form and nature of the Programmes, may change from time to time without prior notice to you. Furthermore, all applicants release JGHF, its owners, directors, managers and all employees of all liability regarding 1) any injury to self or child 2) any loss or damage to personal property.

We are committed to providing all Programme participants with a positive Programme experience. You agree that the Company may, at its sole discretion, terminate this agreement, and limit, suspend, or terminate your participation in the programme if you fail to follow the Programme health and safety guidelines. With regards to the PAR-q/ Group Exercise Booking and Information Form /Waiver, you agree that you have answered the questionnaire honestly and to the best of your knowledge. The onus is on you to update the Instructor of your Health and Fitness status at every class you attend. You agree to follow any reasonable instruction from the Programme Instructor/Trainer and any written notices displayed in the exercise area.

The Programme instructors/trainers are not qualified to provide any medical advice. You should refer all medical related inquiries to the appropriately qualified professionals.

You are responsible for full payment of fees for the entire course of the Programme, regardless of whether you actually attend or complete the Programme, and regardless of whether you have selected a lump sum or payment plan. Failure to make the agreed payments will result in default of the agreement and your agreement may be forwarded to a third party to recoup the full amount due for the remainder of your fitness programme plus any costs incurred.

Note that all programmes have a time limit; it is up to you to utilise the classes to your full advantage and complete your limited classes within the time limit set.

There is a "2 week Satisfaction Money Back Guarantee" on the full programme (this does not include any offers) you are entitled to a reimbursement for the fees of the Programme, no questions asked, if you should not be satisfied after 2 weeks of your programme starting. To further clarify all payments must be made on a timely basis. If payments are not made on a timely basis (within 7 days of past due date), the Company reserves the right to place Programme benefits on hold.

We have made every effort to accurately represent the Programme and its potential. The testimonials and examples used are not intended to represent that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her dedication, desire and motivation. By signing, you acknowledge that as with any endeavour, whilst there is a 'satisfaction guaranteed' that , if after 2 weeks on one of the programmes, you want your money back, you can have it, no questions asked; this guarantee will become null and void should you not participate fully and enthusiastically in the Programme.

Information published on this web site is provided for the use of its visitors and you are advised that, although care has been taken to ensure technical and factual accuracy, some errors may occur. No guarantee is given of the accuracy or completeness of information on these pages. Please be aware that JGHF may alter the information on its web site from time to time. JGHF shall have no liability

arising from the use by any party of the information on this website. JGHF does not warrant the information on this web site in any way and in particular no warranty is given that the website or its contents or hypertext links are virus free or uncontaminated. You are advised to make your own virus checks and to implement your own precautions in this respect. JGHF exclude all liability for contamination or damage caused by any virus or electronic transmission.

# **Refund & Cancellation Policy**

Cancellation – 24 hours' notice is required for cancellation of single/Personal Training (PT) sessions. Missed single/PT sessions without the appropriate notice will be charged as if attended.

For all classes, cancel your attendance at your earliest convenience; preferably by the time the class is due to start, at the latest.

The onus is on you to 'account' for your attendances and 'make up' any missed classes so that you attend your classes within your 3 or 6 month programme/stated time limit. All programmes have a time limit.

There is a "2 week Satisfaction Money Back Guarantee" on the full programme (this does not include any offers) you are entitled to a reimbursement/Refund for the fees of the Programme, no questions asked, if you should not be satisfied after 2 weeks of your programme starting. However, this guarantee will become null and void should you not participate fully and enthusiastically in the Programme.