

# Roehampton Club Limited and Roehampton Club Members Limited



## Privacy Policy – Members and Applicants

### 1. Introduction

- 1.1 Roehampton Club Limited and Roehampton Club Members Limited (“the Club”, “we” or “us”) take the privacy of your information very seriously. This policy explains how and for what purposes we use the information collected about you.
- 1.2 Please read this privacy policy carefully. By applying, becoming or continuing to be one of our Members and using any services the Club provides, you are agreeing to be bound by this policy in respect of the information collected (previously and in the future) about you via any of the methods mentioned above or elsewhere in this policy.
- 1.3 This notice is governed by the EU General Data Protection Regulation (the “GDPR”) and Privacy of Electronic Communication (EC Directive) Regulations 2003 from 25 May 2018 and until 25 May 2018 is governed by the Data Protection Act 1998 and Privacy of Electronic Communication (EC Directive) Regulations 2003.
- 1.4 If you have any queries about the policy, please get in touch with us using the contact details set out at the end of this policy and we will do our best to answer your questions.

### 2. Basis on which we process personal data

- 2.1 Personal data we hold about you will be processed either because:
  - 2.1.1 you have consented to the processing for the specific purposes described in this policy;
  - 2.1.2 the processing is necessary in order for us to comply with our obligations under a contract between you and us (i.e. the contract you have with the Club as a member); or
  - 2.1.3 the processing is necessary in pursuit of a “legitimate interest”; a legitimate interest in this context means a valid interest we have or a third party has in processing your personal data which is not overridden by your interests in data privacy and security.

### 3. Personal information collected (Adults and Children)

- 3.1 We may collect and process the following personal information or data (information that can be uniquely identified with you) about you:
  - 3.1.1 full name, telephone numbers, postal address, email address (“Contact Information”);
  - 3.1.2 gender, date of birth, photographs, occupation, car registration details and certain other information you may provide to us relating to your membership (“Profile Information”);

- 3.1.3 certain other information that may be required to register with the Club's website or Member to Member messaging such as a password ("Account Information");
  - 3.1.4 information regarding your visits to the Club, use of the Club's services and facilities and participation in Club events and competitions ("Participation Information");
  - 3.1.5 information relating to your health and fitness for the purposes of using certain facilities and participating in certain sports and events at the Club ("Health Information");
  - 3.1.6 bank account information (name of bank, address, account number, sort code) and billing information such as your credit or debit card number and expiry date, including details about items purchased ("Payment Information");
  - 3.1.7 a record of any correspondence between you and us, any complaints submitted in relation to your membership and your replies to any surveys or questionnaires that we may use for research purposes ("Correspondence Information");
  - 3.1.8 details of your visits to our website, the resources and pages that you access and any searches you make ("Technical Information").
- 3.2 Although it is not compulsory to give us this information, if you do not provide it you may not be able to satisfactorily complete our application form and therefore you may not be able to become (or remain) a Member. In addition, you may not be able to take advantage of the full range of services the Club has to offer. You may withdraw our authority to process your personal data (or request that we restrict our processing – see clause 15.1) at any time (but this may also affect your ability to take advantage of the Club's services).

#### 4. Use of this information

- 4.1 Please see the table below, which sets out the manner in which we will process the different types of personal data we hold:

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Administering your application to become a Member	Contact Information Profile Information Account Information	Performance of a contract with you  Necessary for our legitimate interests (to obtain necessary information in order to enable you to become a Member and access the

		Club's services)
Process any bookings of the membership services you make and administer your use of the membership services generally	Contact Information Account Information Participation Information Payment Information	Performance of a contract with you  Necessary for our legitimate interests (for the running of the Club and to enable you and other Members to access its services and use its facilities)
Collect payments from you for subscriptions or any other fees	Contact Information Account Information Payment Information	Performance of a contract with you  Necessary for our legitimate interests (to enable the Club to process your membership and renewing your membership; to enable you to pay for the Club's services which require additional payments)
Organise, provide and run sporting events, activities, tournaments and competitions	Contact Information Account Information Payment Information	Performance of a contract with you  Necessary for our legitimate interests (to enable the Club to provide its services and fulfil its purpose as a sports venue)
Compile and make available to all members an online Members Directory	Contact Information Participation Information	In respect of your <i>name</i> being displayed in an online Members Directory: necessary for our legitimate interests (in maintaining transparency in respect of the Club's membership)  In respect of other Contact Information and

		Participation Information: you have consented to us processing your personal information (see clauses 5.3 to 5.6 below)
Check that you are sufficiently fit and healthy and do not have pre-existing conditions or health issues that might affect your ability to participate in Club services and events	Health Information Participation Information	You have consented to us processing your personal information (for more information see clause 4.2 below)
Monitor access to the Club and analyse how Members are making use of the membership services	Account Information Participation Information Payment Information Correspondence Information	Necessary for our legitimate interests (to keep the Club's records updated and assist the Club in considering changes and improvements to its services)  Necessary to comply with a legal obligation (in respect of the Club's use of CCTV – for more information see clause 14 below)
Provide you with news related to the Club (unless you have opted out of receiving such information in accordance with clause 9 below)	Contact Information Account Information Payment Information Correspondence Information	You have consented to us contacting you  Necessary for our legitimate interests (to provide you with news, events and other information relevant to the Club and your membership and to enable you to take advantage of the services your membership entitles you to use)
Collect statistical information about the membership mix of the	Contact Information Profile Information	Necessary for our legitimate interests (for running the Club's

Club	Account Information	business, keeping its records up-to-date and to enable the Club to analyse its overall membership)
In respect of the Club's website: (i) ensure that the content is presented in the most effective manner for you and assist in making general improvements to the website and (ii) analyse how users are making use of the Club's website and for internal marketing and research purposes.	Account Information Correspondence Information Technical Information	Necessary for our legitimate interests (to keep the Club's website updated and relevant, to develop the Club's business and to inform the Club's marketing strategy)

4.2 Where the Club asks you to provide Health Information we will ask you for your express consent to process such information at the time. You do not have to give your consent but you may not be able to participate in the relevant event or use the relevant services or facilities in such circumstances. Where the Health Information relates to a Member who is a child (being an individual under the age of 18), the consent will only be validly given if it is given or authorised by an adult with parental responsibility for the child.

4.3 Your personal information may be accessed and used by the Club's Directors for any of the reasons set out in clause 4.1 to the extent that is necessary in the proper performance of their duties in connection with the Club and in accordance with any relevant Board policy on accessing such information.

4.4 In all circumstances your personal information will only be used by us for purposes consistent with the aims and efficient running of the Club and in accordance with this policy.

**5. Member to Member messaging, Members Directory and participation in Club events**

5.1 If you opt-in to using the Member to Member messaging function in the Members Area of the website then your name and membership number will be available to other Members who have also opted in to the Member to Member messaging function. If you do not wish your personal information to be available to other members through the Member to Member messaging function then you should not opt-in to using it or amend the relevant setting on your profile privacy settings on the website portal to 'No'.

5.2 If you participate in any sporting club event, activity, tournament, representative match or competition at the Club that involves you playing with or competing against other Members and/or non-Members then your name and other personal information may be publicised and available to other Members and participants to

the extent necessary to properly administer the event, activity, tournament, representative match or competition unless you expressly inform us that you do not wish for your information to be so publicised or available. Using or collecting your information to enable the proper administering of an event, activity, tournament, representative match or competition may include:

- 5.2.1 You providing your name and contact details on entry or application forms to be submitted to the Club;
  - 5.2.2 You providing your name and contact details on a list of participants or potential participants that is visible to other members (for example, on one of the Club's message or information boards);
  - 5.2.3 The Club responding to requests for your contact details from other members or participants for the purposes of arranging fixtures or dealing with other issues related to the relevant club, event or competition.
- 5.3 The online Members Directory displays your name and the names of all members of the Club. It may also display some of your Contact Information and Participation Information.
- 5.4 You can change what information about you is available to other members via the online Members Directory at any time by logging into the Club's website and changing your privacy settings. If you tick any of the relevant boxes against the Contact Information then you are giving your consent to such information being made available to other members via the online Members Directory.
- 5.5 If you do not want some or any of your Contact Information (or any other information about you) to be displayed in the online Members Directory then you should make sure that the relevant boxes in the privacy settings are not ticked. If you choose not to make Contact Information available then the online Members Directory will show your name but such information will be listed as 'ex-directory' and other members will not be able to see it.
- 5.6 The online Members Directory can be accessed by other members who have logged into the Club's website or used their member card to view it via one of the terminals in the reception area. All members are obliged to keep their log in password and member card safe and secure and to log out of the website and reception terminals once they have finished using it.
- 5.7 As a Member of the Club you may also be a shareholder of Roehampton Club Members Limited ("RCML") and as such your name and shareholding will be recorded in the list of RCML shareholders which is filed with, and publicly available through, Companies House. RCML is obliged to provide these details to the Registrar of Companies annually and cannot prevent your name being so registered.

## **6. Sharing this information**

- 6.1 Credit or debit card payments and Direct Debits will be collected by our Finance Department. In order for payments to be processed you will need to provide some necessary details to our Finance Department and these may be disclosed to third party service providers to facilitate the payments.

- 6.2 Contact, Profile, Account and Participation Information may be disclosed to third party IT service providers, including booking platforms, members directory hosts and other software providers, to facilitate your use of membership services and the Club's facilities.
- 6.3 We do not disclose any personal information you provide to us to any third parties except:
- 6.3.1 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation (for example, if required to do so by a court order or for the purposes of prevention of fraud or other crime);
  - 6.3.2 in order to enforce any terms of use that apply to the Club's website, or to enforce any other terms and conditions or agreements for membership services that may apply;
  - 6.3.3 in circumstances where we may transfer your personal information to a third party as part of a sale of some or all of the Club or its business and assets to any third party or as part of any restructuring or reorganisation of the Club's business, but we will take steps with the aim of ensuring that your privacy rights continue to be protected;
  - 6.3.4 to protect the rights, property, or safety of the Club, our members, or any other third parties. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
- 6.4 Other than as set out above (or elsewhere in this policy), we will not disclose any of your personal information without your permission.

## **7. IP addresses**

- 7.1 Information is also gathered without you actively providing it, through the use of various technologies and methods such as Internet Protocol (IP) addresses and cookies. These methods do not collect or store personal information.
- 7.2 An IP address is a number assigned to your computer by your Internet Service Provider (ISP), so you can access the Internet. It is generally considered to be non-personally identifiable information, because in most cases an IP address can only be traced back to your ISP or the large company or organisation that provides your internet access (such as your employer if you are at work).
- 7.3 We use your IP address to diagnose problems with our server, report aggregate information, and determine the fastest route for your computer to use in connecting to our site, and to administer and improve the site.

## **8. Cookies**

- 8.1 When you visit the Club's website we may store some information (commonly known as a "cookie") on your computer. Cookies are pieces of information that a website transfers to your hard drive to store and sometimes track information about you. Cookies are specific to the server that created them and cannot be accessed by other servers, which means that they cannot be used to track your movements around the web.

8.2 Please see our [cookies policy](#), available through the Club's website at [www.roehamptonclub.co.uk](http://www.roehamptonclub.co.uk), for more information about the cookies we use.

## **9. Information about membership services and competitions**

9.1 From time to time we may send you information about our membership services and sporting competitions or tournaments hosted by the Club that we think may be of interest to you.

9.2 You can tell us to stop this at any time by opting out in your members profile on line or contacting us using the contact details set out below.

## **10. Changes to your details**

We aim to keep our information about you as accurate as possible. If you would like to review or change the details you have supplied us with, you may do so at any time by contacting us using the contact details set out below.

## **11. Security**

11.1 We have implemented technology and policies to safeguard your privacy from unauthorised access and improper use. These measures may include (as necessary):

11.1.1 protecting our servers by both hardware and software firewalls;

11.1.2 locating our data processing storage facilities in secure locations;

11.1.3 encrypting all data stored on our server with an industry standard encryption method that encrypts the data between your computer and our server so that in the event of your network being insecure no data is passed in a format that could easily be deciphered;

11.1.4 when necessary, disposing of or deleting your data so it is done so securely;

11.1.5 regularly backing up and encrypting all data we hold.

11.2 We will ensure that our employees are aware of their privacy and data security obligations. We will take reasonable steps to ensure that the employees of third parties working on our behalf are aware of their privacy and data security obligations.

11.3 This notice and our procedures for handling personal data will be reviewed as necessary.

11.4 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to the website; any transmission is at your own risk. Once we have received your information, we will use the strict procedures and security features referred to in this clause to try to prevent unauthorised access.



- 11.5 Where you use passwords, usernames, or other special access features on the Club's website or your member card to access the online Members Directory you also have a responsibility to take reasonable steps to safeguard them.

## **12. Linking to third-party websites**

- 12.1 We cannot be responsible for the privacy policies and practices of other websites even if you access them using links from our website. We recommend that you check the policy of each website you visit and contact its owner or operator if you have any concerns or questions.
- 12.2 In addition, if you linked to our website from a third-party site, we cannot be responsible for the privacy policies and practices of the owners or operators of that third-party site and recommend that you check the policy of that third party website and contact its owner or operator if you have any concerns or questions.

## **13. Transferring your information outside Europe**

- 13.1 As part of the services offered to you through our website and our membership services, the information you provide to us may be transferred to countries outside of the European Economic Area ("EEA"). By way of example, this may happen if any of our servers are from time to time located in a country outside of the EEA or one of our service providers is located in a country outside of the EEA. These countries may not have similar data protection laws to the UK. If we transfer your information outside of the EEA in this way, we will take steps with the aim of ensuring that your privacy rights continue to be protected as outlined in this privacy policy.
- 13.2 If you contact the Club or another Member (or another Member attempts to contact you), access your account, make a booking or use our website while you (or another Member) are outside the EEA, your information may be transferred outside the EEA in order to facilitate communications or the relevant request for services.

## **14. CCTV**

- 14.1 Your image may be captured from time to time by our CCTV cameras. CCTV material may be used for one of the following security purposes:
- 14.1.1 To prevent, deter and detect crime;
  - 14.1.2 The monitoring of entry to buildings as a part of building access control systems;
  - 14.1.3 The monitoring of foot traffic;
  - 14.1.4 The provision of visual coverage to the management of emergencies.
- 14.2 Access to the CCTV recorded footage is limited to designated staff and other authorised personnel (including police) with a legitimate reason to view and/or otherwise use the captured footage, including the provision of evidence in support of prosecution of criminal or illegal behaviour.
- 14.3 Authorisation to review any footage will be given to relevant parties on a case by case basis which will be determined at the discretion of the Chief Executive in accordance with applicable data protection legislation.

## 15. Your rights under applicable data protection law

15.1 The GDPR gives you the following rights in respect of personal data we hold about you:

<i>The right to be informed</i>	You have a right to know about our personal data protection and data processing activities, details of which are contained in this notice.
<i>The right of access</i>	You can make what is known as a Subject Access Request (“SAR”) to request information about the personal data we hold about you (free of charge, save for reasonable expenses for repeat requests). If you wish to make a SAR please contact us as described below.
<i>The right to correction</i>	<p>Please inform us if information we hold about you is incomplete or inaccurate in any way and we will update our records as soon as possible, but in any event within one month.</p> <p>We will take reasonable steps to communicate the change to any third parties to whom we have passed the same information.</p>
<i>The right to erasure (the ‘right to be forgotten’)</i>	<p>Please notify us if you no longer wish us to hold personal data about you (although in practice it is not possible to provide our services without holding your personal data). Unless we have reasonable grounds to refuse the erasure, on receipt of such a request we will securely delete the personal data in question within one month. The data may continue to exist in certain backup, but we will take steps to ensure that it will not be accessible.</p> <p>We will communicate the erasure to any third parties to whom we have passed the same information.</p>
<i>The right to restrict processing</i>	You can request that we no longer process your personal data in certain ways, whilst not requiring us to delete the same data.
<i>The right to data portability</i>	You have right to receive copies of personal data we hold about you in a commonly used and easily storable format (please let us know a format which suits you). You may also request that we transfer your personal data directly to third party (where technically possible).
<i>The right to object</i>	Unless we have overriding legitimate grounds for such processing, you may object to us using your personal data if you feel your fundamental rights and freedoms are impacted. You may also object if we use your personal data for direct marketing purposes (including profiling) or for research or statistical purposes. Please notify your objection to us and we will gladly cease such

	processing, unless we have overriding legitimate grounds.
<i>Rights with respect to automated decision-making and profiling</i>	You have a right not to be subject to automated decision-making (including profiling) when those decisions have a legal (or similarly significant effect) on you. You are not entitled to this right when the automated processing is necessary for us to perform our obligations under a contract with you, it is permitted by law, or if you have given your explicit consent.
<i>Right to withdraw consent</i>	If we are relying on your consent as the basis on which we are processing your personal data, you have the right to withdraw your consent at any time. Even if you have not expressly given your consent to our processing, you also have the right to object (see above).

15.2 All SARs and other requests or notifications in respect of your above rights must be sent to us in writing by email to the Chief Executive at [marc.newey@roehamptonclub.co.uk](mailto:marc.newey@roehamptonclub.co.uk) or at The Chief Executive, Roehampton Club, Roehampton Lane, London, SW15 5LR

15.3 We will endeavour to comply with such requests as soon as possible but in any event we will comply within one month of receipt (unless a longer period of time to respond is reasonable by virtue of the complexity or number of your requests).

## 16. Retention periods

16.1 Our current data retention policy is to delete or destroy (to the extent we are able to) the personal data we hold about you in accordance with the following:

<i>Category of personal data</i>	<i>Length of retention</i>
Personal data processed in relation to your membership	Seven years from the end of your membership (being the length of time following a breach of contract (i.e. your contract with the Club as a member) in which a contract party is entitled to make a legal claim) save that the Club maintains a permanent archive of all original application forms and such form shall be retained indefinitely.
Personal data held on marketing or business development records	Three years from the last date on which you have interacted with us.
Records relevant for tax purposes	Eight years from the end of the tax year to which the records relate.
Health information (including records of accidents you have	3 years from the date of the accident, in the case of adult Members.

been involved in at the Club)	In the case of child Members, the information will be retained until the member reaches the age of 21.
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- 16.2 For any category of personal data not specifically defined in this notice, and unless otherwise specified by applicable law, the required retention period for any personal data will be deemed to be seven years from the date of receipt by us of that data.
- 16.3 The retention periods stated in this notice can be prolonged or shortened as may be required (for example, in the event that legal proceedings apply to the data or if there is an on-going investigation into the data).
- 16.4 We review the personal data (and the categories of personal data) we are holding on a regular basis to ensure the data we are holding is still relevant to our business and is accurate. If we discover that certain data we are holding is no longer necessary or accurate, we will take reasonable steps to correct or delete this data as may be required.
- 16.5 If you wish to request that data we hold about you is amended or deleted, please refer to clause 15 above, which explains your privacy rights.

## 17. Notification of changes to our Privacy Policy

We will post details of any changes to our Privacy Policy on the Club's website to help ensure you are always aware of the information we collect, how we use it, and in what circumstances, if any, we share it with other parties.

## 18. Contact us

If at any time you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, you can do so by sending an email to the Chief Executive at [marc.newey@roehamptonclub.co.uk](mailto:marc.newey@roehamptonclub.co.uk) or write to us at: The Chief Executive, Roehampton Club, Roehampton Lane, London, SW15 5LR

**March 2019**

# Roehampton Club Cookies Policy



Like nearly all websites, this site ([www.roehamptonclub.co.uk](http://www.roehamptonclub.co.uk)) uses cookies in order to provide you with a more personalised web service. We are unable to operate all of the functionality of the site without using cookies.

A cookie is a text only string of information that we pass to your computer's hard disk through your web browser so that the Sites can remember who you are.

Cookies cannot be used by themselves to identify you. A cookie will typically contain the name of the domain from which the cookie has come, the 'lifetime' of the cookie, and a value, usually a randomly generated unique number. For more information about cookies, please see [www.allaboutcookies.org](http://www.allaboutcookies.org).

More specifically we use the following cookies which carry out the functions described:

Cookie	Use
__ga	This is a Google Analytics cookie and is used to distinguish users. It lasts for two years.
__gid	This is another Google Analytics cookie and is used to distinguish users. It lasts for 24 hours.
__gat	Used to throttle request rate. If Google Analytics is deployed via Google Tag Manager, this cookie will be named <code>_dc_gtm_&lt;property-id&gt;</code> .

Under new rules, we are required to obtain your consent to use cookies. As you will have seen, we have a clear cookies notice on the home page of our site. If you continue to use the site having seen the notice then we assume you are happy for us to use the cookies described above.

The cookies we use are designed to help you get the most from our website but if you do not wish to receive cookies you can easily modify your web browser to refuse cookies, or to notify you when you receive a new cookie. To change your settings for your web browser you will need to go to your advanced preferences. However, you may not be able to use all the interactive features of our site if cookies are disabled, and so in order to enjoy the site to the full, we recommend that you leave them switched on.

For further instructions on how to stop cookies being installed on your browser, please see: [www.allaboutcookies.org/manage-cookies](http://www.allaboutcookies.org/manage-cookies).