

Legal Information & Notices

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Note

Josephine Partridge is referred to as "JP", "me", "my", "she" or "I" in this Legal Information and Notices.

PRIVACY NOTICE

ABOUT

Josephine Partridge is a registered sole trader providing services which include: Personal Training, Reiki and Plant Based Nutrition.

IMPORTANT INFORMATION

This Privacy Notice aims to give you information on how I collect and process your personal data and is intended to ensure that your personal information is dealt with in accordance with the General Data Protection Regulation (GDPR). This notice includes any data you may provide through my website, over the telephone, when you visit, or otherwise interact with me.

This privacy notice covers:

- how I use your data
- what personal data I collect
- how I ensure your privacy is maintained
- your legal rights relating to your personal data.

HOW WE USE YOUR DATA

General

JP uses your personal data:

- to provide goods and services to you;
- with your agreement, to contact you electronically about promotional offers and products or services which I think may interest you;
- for market research purposes - to better understand your needs;
- to enable JP to manage customer service interactions with you; and
- where I have a legal right or duty to use or disclose your information (for example in relation to an investigation by a public authority or in a legal dispute)

Promotional communications

You have the right to opt out of receiving promotional communications from Josephine Partridge at any time, by info@josephinepartridge.co.uk

Sharing data with third parties

JP will not disclose your personal data to any third party, except as an essential part of being able to provide my services to you, for example:

- with carefully selected partners where I have your consent to do so
- governmental bodies, regulators, law enforcement agencies, courts/tribunals and insurers where I am required to do so
- to comply with my legal obligations or exercise my legal rights (for example in court cases)
- for the prevention, detection, investigation of crime or prosecution of offender
- for the protection of other customers

WHAT PERSONAL DATA I COLLECT

Information that you give to me

JP may collect the following information about you:

- your name, age/date of birth and gender
- your contact details: postal addresses, telephone numbers (including mobile numbers) and e-mail address
- purchases and orders made by you
- when you make a purchase or place an order with me, your payment card details
- your communication and marketing preferences
- your correspondence and communications with JP
- Information regarding your health and readiness to exercise

Information that I collect automatically

I may use cookies to monitor and analyse visits to my website and to collect information about your activity. If you prefer, you can remove or reject browser cookies through the settings on your browser or device. However, rejecting or removing cookies could affect the availability and functionality of my services.

Sensitive personal data

Data protection law recognises that certain categories of personal information are more sensitive than others. I do not usually collect this type of information, unless there is a clear reason for doing so, such as to ensure clients safety and wellbeing whilst receiving services.

HOW WE PROTECT YOUR DATA

JP is committed to keeping your personal data safe and secure. This includes using a range of IT security measures, access controls, and internal policies setting out my data protection approach. I will notify you and any applicable regulator of a suspected data security breach where I am legally required to do so.

HOW LONG I KEEP YOUR DATA

Your personal data will only be kept for as long as necessary in accordance with my data retention policy.

YOUR RIGHTS UNDER THE GDPR

In addition to providing a legal basis for processing data, the GDPR provides the following rights for individuals:

1. The right to be informed

JP will provide concise, transparent, intelligible and easily accessible information about the processing of personal data to individuals using this Privacy Notice.

2. The right of access

Where requested, JP will provide individuals with access to their personal data held. This will be processed as a Subject Access Request, and JP will provide a copy of the information free of charge (unless a request is clearly excessive or unfounded), within one month of the request.

3. The right to rectification

JP is committed to rectifying personal data if inaccurate and will respond to a request for rectification within one month of receiving the request.

4. The right to erasure

JP will consider individual requests for deletion or removal of personal data where there is no compelling reason for its continued processing, in line with the conditions set out in the regulation. JP will inform relevant third parties of erasure of personal data; unless it is impossible, or involves disproportionate effort to do so.

5. The right to restrict processing

JP will ensure that data processing is restricted in any of the following circumstances:

- Where an individual contests the accuracy of personal data until the accuracy is verified
- Where an individual has objected to the processing
- When processing is unlawful
- If data processing is restricted, JP will notify any relevant third parties.

6. The right to data portability

JP will comply with individual requests to allow an individual to obtain and reuse their personal data for their own purposes across different services.

7. The right to object

JP will comply with an individual's right to object to processing of their personal data based on legitimate interests (to 'opt out') or the performance of a task in the public interest/exercise of official authority. JP will inform individuals of their right to object using this Privacy Notice.

Rights in relation to automated decision making and profiling



JP will adhere to GDPR requirements which specify that automated decision making or automated processing of personal data (without any human involvement), including profiling, can only be carried out where this type of decision making is necessary for a legal contract or based on the individual's consent.

FURTHER GUIDANCE

Further advice and information is available from the Information Commissioner's Office:

www.ico.org.uk

Telephone: +44 (0)303 123 1113

TERMS AND CONDITIONS OF SERVICES PROVIDED

SERVICES PROVIDED

Services provided by JP are clearly laid out in the following ways:

- Information about services on the website
- Information about services advertised, sold or promoted on social media
- Provision of a 'non-binding' free consultation with prospective clients. This includes pre-information regarding methods or provision, platforms for engagement and expectations.

METHOD OF PROVISION (Personal Training)

As part of the contractual agreement between client and JP the following commitment is made by JP:

- JP will provide you with a complete bespoke training and nutrition plan
- JP will have a weekly phone call/video call 'check in' with the client. This will be arranged at a mutual convenient time and will be the same time each week (where possible)
- JP will add workouts into the clients calendar each week and the entire week (Monday - Sunday) will be available the Sunday prior
- JP will always respond to any queries and give feedback within 24 hours
- JP will never judge you
- JP will be honest with you
- JP will commit 100% to you and your goals

As part of the contractual agreement between client and JP the following commitment is made by client:

- To be honest with JP. There is never any judgement from JP
- If there are any aspects of the plan that the client is not enjoying then it is really important they inform JP so it can be addressed and tweaked as necessary
- Equally, if there are aspects that the clients love, be sure to tell JP so she can expand on those
- The client will join JP promptly for a weekly check in phone/video call
- The client will follow their program to the best of their ability

REFUNDS AND CANCELLATIONS

Personal Training

There is no obligation to commit to a payment or contractual agreement during the 'Free Consultation Phase'

Once the client has activated their client profile on the 'TrueCoach' platform the payment is non-refundable

The client has 30 days from time of purchase to activate their client profile after which time the payment is non-refundable

Reiki

The client has 30 days from time of purchase to book a time for their session after which time the payment is non-refundable

Sessions may be booked upto 30 days in advance

In the event that a session has to be rescheduled by JP then an agreeable alternative date will be provided or refund made (clients request)

In the event that a session has to be rescheduled by the client (at least 48 hours prior to the booked session date and time) then an alternative date will be agreed by the client and JP. If the request to move, change or cancel the session is within 48 hours of the booked session date and time then no refund will be made and the booking will be forfeited by the client

CLIENT INFORMATION

OVERVIEW

Prior to commencing a service with JP it is essential that certain information and processes are gathered and completed to enable the best quality service to be provided and also ensure that compliance and safety are maintained throughout. Details on how data is processed and handled can be found in the PRIVACY NOTICE section.

CONSULTATION

JP offers an informal 'free consultation' prior to commencing services where expectations, methods of provision and questions from the prospective client can be obtained and dealt with.

During this call or email exchange a record of such questions and responses will be captured to ensure that there is an evidence trail of the exchange and actions taken.

PHYSICAL ACTIVITY READINESS QUESTIONNAIRE 'PARQ' (Personal Training only)

Many health benefits are associated with regular exercise, and the completion of PARQ is a sensible first step to take if you are planning to increase the amount of physical activity in your life. For most people physical activity should not pose any problem or hazard.

A PARQ is designed to identify the small number of adults for whom physical activity might be inappropriate or those who should have medical advice concerning the type of activity most suitable for them.

The PARQ forms part of an essential set of evidence required to satisfy both risk assessment and insurance requirements. If any information changes in a clients PARQ responses during a service provided it is the responsibility of the client to inform JP.

TRUecoach SCREENING QUESTIONS (Personal Training Only)

During the activation phase of a clients pathway with JP they will be required to complete some general questions around lifestyle, physical attributes and other topics to enable JP to design and implement the most appropriate bespoke training plan for the client. Should a client not wish to enter information for whatever reason then they can decline this service.

INFORMED CONSENT

OVERVIEW

Clients will be expected to complete a consent form prior to commencing any services provided by JP. It is essential that information provided is true and accurate and that any changes or variation in the information must be provided by the client to JP. Clients engage in services provided on a voluntary basis. The client has the opportunity to ask any questions prior to providing consent.

ACCEPTANCE OF RISK

In providing consent the client accepts that they have received sufficient information regarding services provided and understand the associated risks. The client has also been provided the opportunity to opt out of any part of the service.

USE OF IMAGES AND MEDIA

In providing consent the client accepts and agrees that JP may use images provided by the client to JP for use in promoting and selling services on a range of platforms (such as social media, website etc.)

Images used will only be shared with prior consent from the client

The client can remove consent at any time by email: info@josephinepartridge.co.uk

USE OF SYSTEMS

In providing consent the client accepts and agrees that JP uses a range of digital and manual systems to provide services to clients. These include the TrueCoach platform and Google Suite. Information provided is stored within these services.

TERMS AND CONDITIONS

In providing consent the client accepts and agrees the Terms and Conditions of services provided by JP.

INFORMATION GATHERING AND SHARING

In providing consent the client accepts and agrees how JP stores, retains and uses information. Further information can be found in the PRIVACY NOTICES.

RISK MANAGEMENT

COMPETENCE

JP holds the relevant qualifications, experience and competencies to provide the services offered.

RISK ASSESSMENT

All services and associated activities have been risk assessed. Copies of which can be provided on request.

ACCIDENTS AND INCIDENTS

JP holds records of accidents and incidents that have occurred during services provided. Clients can report or record any accidents or incidents that have occurred during services provided by JP by email: info@josephinepartridge.co.uk
A formal report will follow with the client to gather full information and record the accident or incident report.

INSURANCE

PROVISION

Josephine Partridge holds 3rd Party Liability Insurance and Professional Indemnity Cover to £10million

Policy Provider: Ripe Insurance

Policy Number: 14s537302

Expiry Date: 01.05.21

Insurance Certificate provided on request

COMPLAINTS

YOUR RIGHTS

Should you wish to make a complaint about Josephine Partridge and/or services received you should do so in writing and email to: info@josephinepartridge.co.uk

If your complaint is not dealt with in a satisfactory way then you can make contact with Trading Standards Wales on 03454 040506 (English) or 03454 040505 (Cymraeg). Alternatively you can find further information here: <https://www.tradingstandardswales.org.uk/help/consumeradvice.cfm>

CHANGE NOTICE

VERSION HISTORY

Document last updated: 3rd May 2020

SUMMARY OF CHANGES

Section	Date of Change	Summary of Change and/or Update