



K E L V I N G R O V E

## Privacy Policy

### 1 Personal data we may collect from you

We may collect and hold a range of different information that you have provided us about you as a Member of the Club. This allows us to provide the services of the Club and keep in contact with you.

This information may include:

1. Name;
2. Date of birth;
3. Home address (and second address);
4. Telephone (home, office and mobile);
5. Email (personal and work);
6. Details of spouse/partner/dependents
7. Bank account details;
8. Photograph;
9. Biometrics;
10. Education;
11. Signature;
12. Employment; and
13. Date elected to membership.
14. CCTV footage if you visit the Club

As a Club, we may need to process special category personal data, for example, concerning health of our Members or staff. We do so in accordance with applicable law (including with respect to safeguarding or employment) or by explicit consent.

---

### 2 How we use your information

We use your information to provide the services offered by the Club. These include (but are not limited to):

1. Administrating your Club membership, including membership category changes and issuance of membership cards/biometrics
  2. Sending you an annual subscription invoice or collecting your subscriptions by Direct Debit
  3. Facilitating bookings of meals, Club functions, banqueting/meeting rooms and sporting facilities;
  4. Contacting other members of the Club on your behalf when you request it;
  5. Circulating information about the Club;
  6. Organising sports and social events; and
  7. Organising external events.
  8. Administering and maintaining membership records
  9. Processing payments and maintaining accounts.
  10. To keep you informed of what is happening at the Club via electronic communication
  11. Ensuring the security of staff, members and their guests while on Club grounds.
  12. Tracking member and guest visits to the Club during the COVID-19 pandemic in line with government guidance
-

### 3 Security

We maintain physical, electronic and procedural safeguards in connection with the collection, storage and disclosure of the Information. Our security procedures mean that we may occasionally request proof of identity before we disclose the Information to you.

---

### 4 How we share your information

#### 4.1 Third parties

We provide information to selected third parties, in order for them to supply services to us in relation to your membership of the Club.

Such third parties may include (but are not limited to) the following:

1. Reciprocal clubs, in order to facilitate introductions that you request;
2. Government or national bodies requesting information acting in line with the government response to the COVID-19 pandemic

The Club can provide details on request of any third parties that process your data.

We will never share your personal information with third parties who intend to use it to send marketing content to you.

#### 4.2 Disclosures and security

We will only share your personal information with third parties that have provided sufficient guarantees in respect of their data security measures. We require all third party contractors to demonstrate the same security measures that the Club would have to take if we were doing the processing.

During the COVID-19 pandemic the Club will provide information to government or national bodies acting in line with the government response to the COVID-19 pandemic without requiring them to demonstrate security measures, under the assumption that they will act in accordance with UK law.

#### 4.3 Transfers abroad

We will only transfer your personal information to third parties when the organisation receiving your information has provided adequate safeguards to ensure your data is protected. These include transfers to other clubs for the purposes described in *Section 4.1* above where those clubs are based abroad.

---

### 5 The legal bases for processing your personal data

The POPI ACT sets out a number of different legal basis under which an organisation may collect and process your data. We rely on the following legal bases:

#### Consent

- In specific situations, we will collect and process your information with your consent. We will always make it clear to you what you are consenting to and what information is necessary for which services.

#### Contractual obligations

- In certain circumstances, we need your information to carry out our contractual obligations.

## Legal obligations

- If we are required to by law, we may need to collect and process your information.

## Legitimate interests

- In specific situations, we require your information to pursue our legitimate interests in a way which you might reasonably expect as part of running our membership organisation and providing the services of the Club, and which will not materially impact your rights, freedoms or interests.

In the case of special category data, we will seek your explicit consent in line with our obligations under the POPI ACT.

---

## 6 Your Rights

The POPI ACT, which applies as of 1 July 2021, gives you certain rights over your personal information:

- Right to access the Information;
- Right to have the Information kept up to date;
- Right to have the Information erased;
- Right to restrict our processing of the Information;
- Right to have the Information transferred from us to another organisation; and
- Right to object to our processing of the Information.
- Right to lodge a complaint concerning protection of the Information with the Information Commissioner's Office.

You can submit a request to exercise any of these rights in accordance with the POPI ACT. It will be free of charge, except where we deem it unfounded or excessive.

---

## 7 Our Website

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Digiwedge provide us with an online e-commerce platform that allows us to sell our products and services to you.

### 1 - ONLINE PURCHASING TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your country of residence, and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

---

## 8 IP addresses and cookies

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers and business partners. This is statistical data about our users' browsing actions and patterns and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a "cookie file" which is stored on the hard drive of your computer. "Cookies" refers to information that is sent from our website to your hard drive where it is saved and contains information to personalise your experience on our website. In this way, the next time you use our website, we will know who you are and that you have visited our website before.

They help us to improve our site and to deliver a better and more personalised service. They also enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences and allow us to customise our site according to your individual interests.
- To speed up your searches.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Please note that our advertisers and business partners may also use cookies, over which we have no control.

---

## 8 Changes to our Privacy Notice

The Club may update this Privacy Notice as appropriate. We will never materially change our policies or procedures to make them less protective of personal information collected in the past. It is your responsibility to check this page from time to time to ensure that you are happy with our current Privacy Notice.

---

## 9 Contact us

If you have any questions, comments or concerns regarding this Privacy Notice or the way we handle your personal data, or wish to make any requests, please address these to: [suggestions@kelvingroveclub.co.za](mailto:suggestions@kelvingroveclub.co.za)

---

## 10 Queries or Concerns

Any additional information or concerns can be found and raised with the Information Regulator, who can be contacted on the details below, but please feel free to contact me/us first to discuss any questions or concerns you may have:

Website: <https://www.justice.gov.za/inforeg/>

Tel: 012 406 4818

Email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)