

# Privacy Statement

## UC Rec & Sport

### Overview

The University of Canterbury will collect, use, store, and disclose personal information relating to members and visitors of the RecCentre in accordance with the provisions of the [Privacy Act 2020](#). Where practicable all such personal information is obtained directly from the individual, or from their nominated agent(s). Additionally, information may be obtained or verified through relevant government or education agencies, including the University of Canterbury.

This privacy statement operates in conjunction with the [University of Canterbury's Privacy Policy](#).

### What Information Do We Collect?

Type of personal information the University will normally collect from individuals and maintain for its purposes include

- Full name
- Date of birth
- Gender
- Contact details (address, phone and email address/es)
- Emergency contact details
- Ethnic identification\*
- Nationality
- Health status/medical history
- Photograph/s (for identification purposes)
- UC Card RFID code for gate entry
- Records of in-app messages to Rec & Sport staff
- CCTV footage

\*Normally represents statistical information and to inform best practice in the University equal opportunity policy development and implementation. As per the [Human Rights Act 1993 \(New Zealand Legislation website\)](#), sensitive personal information will not be used to discriminate.

### Security and Unique ID

Information will be controlled by the University and all reasonable security measures will be maintained in accordance with the Privacy Act 2020 and UC's cyber security requirements. A unique identifier will be assigned to each member or visitor, which will be used in conjunction with a secondary means of identification or password/PIN.

### How Do We Use Your Information?

Rec & Sport staff members and other personnel within the University or within agencies under contract to the University will have access to members' personal information for purposes relevant to normal RecCentre operations including but not limited to:

- Creating and maintaining membership records
- Entry to and use of facilities

- Attendance and participation in services
- Events and activities
- Facilities and/or services requiring a booking
- Providing IT services (i.e. UC Rec & Sport App)
- Supplying members with MyWellness accounts for use with the UC Rec & Sport app
- Fees, charges, invoicing and debt reconciliation
- Assigning client identification numbers
- Providing general assistance to members
- Establishing and maintaining reports
- Confirmation of identity
- Strategic reporting
- Budgeting and forecasting
- Marketing/public relations
- Contacting emergency contacts in case of incident or emergency
- Administering security
- Health and safety practices
- Discipline
- Managing and improving the quality of services provided by the University

## **Consent Required**

Where collection, provision or disclosure of information is voluntary or falls outside the scope of information, the University is permitted to collect, store, use and disclose under the Privacy Act 2020. Members will be advised, and their consent will be obtained prior to the collection, provision, or disclosure of information.

## **Access and Correction of Information**

The University will make information held about members available to them upon request and in accordance with the Privacy Act 2020.

Members have the right to request correction of personal information held in accordance with the provisions of the Privacy Act 2020. You can request access to, or the correction of, any information we may hold on you at any time by contacting us directly.

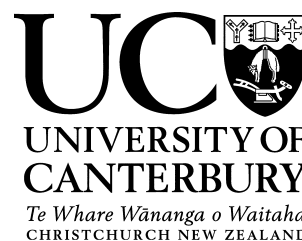
If a member withholds information or provides incomplete, false, or misleading information the University may decline or cancel the membership, entry to and use of its facilities and/or services.

## **Further Information**

Find our Terms & Conditions and Code of Conduct, Gym Etiquette Rules, and UC Privacy Policy documents on the Rec & Sport website.

# Member Declaration Agreement

UC Rec & Sport



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**During the membership registration process, all individuals registering for a membership must read the Declaration Agreement below before answering the question.**

A positive answer to this question will be taken in the same context as if you were signing the declaration.

- **Yes** I have read and agree to abide by the terms & conditions of the Declaration below.
- **No** I have not read or do not agree to the declaration (individuals who answer NO to this question will not be permitted to continue with the membership registration procedure.)

I understand that as part of my enrolment and ongoing membership at the UC RecCentre that personal information will be collected and stored. This information will be managed and disclosed in accordance with the Privacy Act 2020, and as outlined on the Terms & Conditions page of UC Rec & Sports' website. This privacy statement operates in conjunction with the University of Canterbury's Privacy Policy. Where there is any conflict with the Privacy Policy, the terms of the Privacy Policy will prevail.

I acknowledge that I have the right to access and seek correction of personal information held about me and understand that if I withhold information or provide false or misleading information my membership may be terminated.

## Pre-assessment Results

You should be aware that body composition results and results from any PAR-Q (pre-assessment readiness questionnaire) or participation questionnaires you submit constitute personal information under the Privacy Act and you also have the right to request access to your data or to make changes where appropriate.

## Participant Information

Participation information will be made public information on challenge leader boards and/or on visual participant displays (such as the Teambeats display used in Fit50 classes). Your preferred name is what is displayed on these displays, so if you wish not to be identified you can update your preferred display name in your profile on the Rec & Sport app, to something more anonymous such as your initials.

## Information Retention

The personal information collected by the University during the membership registration process, will be retained and managed while you remain a member, and for such time thereafter as is necessary for the University to fulfil its administrative obligations.

While you remain a member at the UC RecCentre you will be asked regularly to update this information.

By agreeing YES above, I declare that all the information submitted in this registration form and in the attached documents is correct and complete, and that I accept the terms of the UC Rec & Sport Privacy Statement, Terms & Conditions and Code of Conduct.

I acknowledge that if I provide incorrect or incomplete information this may result in the cancellation of my membership.

I acknowledge that the submission of fraudulent, forged, or otherwise dishonest documentation in support of this registration will automatically disqualify me from a membership.

I consent to the collection and use of my personal information as outlined in the UC Rec & Sport Privacy Statement.

## **Further Information**

Find our Privacy Statement, Terms & Conditions and Code of Conduct, Gym Etiquette Rules, and UC Privacy Policy documents on the Rec & Sport website.

# Terms & Conditions and Code of Conduct

## UC Rec & Sport

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## Terms & Conditions

1. You must comply with these terms & conditions to be allowed to use and/or continue to use the RecCentre. When you use the RecCentre you acknowledge that you have read and understand these terms & conditions and agree you will comply with them.
2. The University of Canterbury (“the University”) may at its sole discretion allow you to use the RecCentre upon receipt of payment of the appropriate fee(s). The University reserves the right to allow you to use and/or continue to use the RecCentre on any terms & conditions that it considers appropriate and/or refuse and/or revoke your use at any time at its sole discretion.
3. Services provided by the RecCentre:
  - 3.1. You are entitled to make full use of the RecCentre’s facilities, including most classes, on a first come first served basis. The University does not guarantee all equipment will always be available at the RecCentre particularly at busy times.
  - 3.2. Entry to the RecCentre does not entitle you to free entry to some classes, facilities and/or services advertised at the RecCentre in which special instruction is given including but not limited to zone classes, small group training, fitness services, sport court bookings and sport services.
4. You must:
  - 4.1. At all times maintain reasonable standards of conduct as determined by the University and, in particular, comply with any code(s) of conduct specified by the RecCentre that may apply from time to time. Any such specified code(s) of conduct will be displayed prominently throughout the RecCentre and may be amended from time to time by the University at its sole discretion. The University encourages an inclusive environment and invites you to provide constructive comments to it about any RecCentre code(s) of conduct. If you do not comply with these terms & conditions and/or code(s) of conduct the University may at its sole discretion require you to leave the RecCentre and/ or terminate your membership (if applicable);
  - 4.2. be at least 16 years of age unless alternative arrangements have been agreed with the University at the University’s sole discretion and prior to entry to the RecCentre;
  - 4.3. declare and disclose every medical condition and physical injury and disability you have to a member of the Rec & Sport staff before you enter the RecCentre. If, as a result of your medical condition(s) and/or physical injury(s) and/or disability(s) it is necessary for the University to incur any cost(s) to ensure it is able to provide a safe environment for you or another member or visitor to use the RecCentre that cost shall be your responsibility and shall be paid in advance to, and in an amount to be determined by, the University at its sole discretion;
  - 4.4. acknowledge you may be the subject of electronic surveillance while you are on the RecCentre’s premises.
  - 4.5. produce your membership card to reception to enter the RecCentre and, if requested, at any time while you are present on the RecCentre’s premises. If you cannot produce a current membership card you will only be permitted to enter the RecCentre upon making payment for each visit to the RecCentre at the casual visitors’ rate. This will be refunded to you if you show your membership card to reception at the RecCentre within seven (7) days of your visit to the RecCentre for which you were charged.
  - 4.6. immediately notify the RecCentre if you lose your membership card;
  - 4.7. pay the RecCentre a card replacement fee (community and friends of UC members) or the University (student and staff members) to replace any membership card for any reason within seven (7) days of such reason arising;
  - 4.8. not allow and/or permit any other person to use your membership card. Use of a membership card by a person not identified on it shall result in immediate termination of membership of the member and user of the member’s card at the University’s sole discretion. If you use another person’s membership card to obtain entry to the RecCentre you will be required to leave the RecCentre and may not be permitted entry in the future at the University’s sole discretion;

- 4.9. not enter the RecCentre illegally at any time, for example but without limitation by jumping the entry gates;
  - 4.10. not bring spectators to the RecCentre unless you have reached an alternative written agreement with the University at the University's sole discretion and prior to entry to the RecCentre;
  - 4.11. not use the services of any person at the RecCentre who is not authorised to be present at the RecCentre by the University. Without limitation this may include personal trainers who are not authorised to provide personal training services at the RecCentre. Use of any such person(s) by you will result in immediate termination of your membership (if applicable) and/or visit to the RecCentre unless you have reached an alternative written agreement with the University prior to entry.
5. Termination and Transfer of Membership:
- 5.1. The University may at its sole discretion terminate the membership of any member if they breach any of these terms & conditions.
  - 5.2. Members are not entitled to transfer memberships.
  - 5.3. Student members that cease to study at UC may apply to terminate their student membership. The decision to terminate shall be entirely at the University's sole discretion. If the University does agree to terminate a member's membership the member will pay the RecCentre an administration fee in addition to the appropriate fee for the proportion of their membership used as at the date of termination. Termination is not an option for students who remain studying at UC.
  - 5.4. Staff, community and friends of UC members may terminate 12-month memberships, but not 3 or 6-month memberships, by applying for termination to the University (marked "FAO: The RecCentre Manager") if the member is permanently leaving the Christchurch district or for health reasons. The decision to terminate shall be entirely at the University's sole discretion. If the University does agree to terminate a member's membership the member will pay the RecCentre an administration fee in addition to the appropriate fee for the portion of their membership used as at the date of termination.
  - 5.5. Staff, Community and Friends of UC members with 6 and/or 12-month memberships may freeze their membership for a 1-3 month period. A minimum freeze period of 1-month and maximum of 3-months applies. Membership freezes cannot be backdated or frozen over the two-week Christmas to New Year closure period of the University. The decision to freeze a membership shall be entirely at the University's sole discretion. Such members are only entitled to freeze their membership twice in any 12-month period.
  - 5.6. Student members are not entitled to freeze their membership for any reason.
  - 5.7. The University shall not, at its sole discretion, refund any membership or entry fee(s) unless there is good reason.
6. The University shall not be liable for any direct and/or indirect and/or consequential loss, damage and/or personal injury that you may suffer subject to your rights pursuant to the Consumer Guarantees Act 1993. This may include but is not limited to any injury, loss and/or damage that is the result of or is contributed to in any way by any medical condition, physical injury and/or disability that you already have when you apply for membership and/or entry to the RecCentre whether or not you disclosed it (as required). Compensation for personal injury by accident in New Zealand is provided for by the Injury Prevention, Rehabilitation and Compensation Act 2001.
7. You indemnify the University for any loss, damage and/or personal injury that you may cause to be suffered by the University.
8. The RecCentre will be closed at the University's sole discretion on some public holidays and for a period(s) of time over the Christmas and New Year period.
9. If you would like to make a complaint you must submit it in writing marked "FAO: RecCentre Manager" to reception at the RecCentre. Please ensure you provide your full name and contact details together with any such complaint.

## Code of Conduct

1. People who use the RecCentre must comply with the terms & conditions of their membership (if applicable), the RecCentre's terms & conditions and this code of conduct at all times.
2. People who use the RecCentre must be considerate and respectful towards all Rec & Sport staff and other users of the RecCentre. All people who use the RecCentre must also:
  - 2.1. wear appropriate attire at all times. In general, attire should be comfortable but allow users of the RecCentre to exercise safely. Shirts and footwear, covering both the toe and the heel of the foot, are to be worn at all times;
  - 2.2. follow the instructions of Rec & Sport staff at all times;
  - 2.3. have and use sweat towels at all times and as and when it is appropriate in all activity areas;
  - 2.4. use all RecCentre equipment appropriately and cooperatively and wipe it down with disinfectant after using it. This includes hire equipment. If a person is unsure of how to use equipment or perform an exercise properly, they must ask a staff member for assistance;
  - 2.5. return all weights and equipment onto provided racks and storage areas immediately following use;
  - 2.6. refrain from using foul and/or offensive language;
  - 2.7. comply with the University's health and safety requirements as notified from time to time. As part of this obligation all people who use the RecCentre must comply with the RecCentre's evacuation policy in the event of an emergency;
  - 2.8. comply with any additional rules and/or code(s) of conduct as may be notified from time to time in respect of certain areas of the RecCentre such as the squash court and climbing wall.
3. People who use the RecCentre must not:
  - 3.1. Record images in any part of the RecCentre unless prior approval is given by Rec & Sport staff;
  - 3.2. tamper with or attempt to gain entry to any locker that is being used by another person at the RecCentre;
  - 3.3. do anything that is dangerous and/or inappropriate;
  - 3.4. bring food and/or drink, except for drink contained in water bottles, into the RecCentre;
  - 3.5. smoke, vape or consume alcohol on the University grounds;
  - 3.6. use mobile phones and/or personal stereos without headphone devices, while in activity areas.
4. People who use the RecCentre are expected to assist the RecCentre to promote a safe and positive exercise environment and use mature judgment in their presentation and participation in exercise at the RecCentre. Misconduct, inappropriate attire, inappropriate and/or misuse of equipment, destruction of property, harassment, foul and/or offensive language and/or a disrespectful attitude towards staff and/or other users of the RecCentre may result in a person being required to leave and/or their membership terminated (if applicable).
5. Spectators are not permitted to enter the RecCentre without prior written agreement of the University.
6. Lockers are available for long-term hire and use on a daily basis. The RecCentre provides a limited number of padlocks for daily-use. Any property stored in lockers is stored at the owner's own risk.

## Health & Safety

1. In case of an emergency notify a staff member and they will dial 111.
2. An emergency procedures flip chart is located on the Health & Safety info board by reception.
3. In case of evacuation, safely exit the building and meet at the evacuation assembly area in the front entrance car park.
4. If you require assistance during an evacuation, please notify the receptionist at the time of your arrival to the RecCentre.
5. Please make yourself aware of local hazards by reading any messages on the whiteboard in the main foyer.
6. Notify a staff member of any hazards ASAP.