

Nurture the Borders C.I.C. Event Booking – Privacy Policy

Please read and accept the below privacy policy.

How we use your personal data

We are committed to protecting your personal data.

The only data we collect from you is as submitted by you on the event booking form.

We will use your sensitive personal data for the purposes of providing our services to you or if we need to comply with a legal obligation. Our legal ground of processing this data is your explicit consent.

We will use your non-sensitive personal data to (i) register you as a new client, (ii) manage payment, (iii) collect and recover monies owed to us (iv) to manage our relationship with you, (v) send you details of our goods and services.

Our legal grounds for processing your data are in relation to points (i) to (iv) above are for performance of a contract with you and in relation to (iii) and (v) above, necessary for our legitimate interests to develop our products/services and grow our business and to recover monies owed.

We will not share your details with third parties for marketing purposes except with your express consent.

Disclosure of your personal data

We may have to share your personal data with (i) service providers who provide IT and system administration support, (ii) professional advisors including lawyers, bankers, auditors and insurers (iii) HMRC and other regulatory authorities (iv) third parties to whom we sell, transfer or merge parts of our business or our assets.

We require all of these third parties to whom we transfer your data to respect the security of your personal data and to treat it in accordance with the law. They are only allowed to process your personal data on our instructions.

Sensitive Data

We collect what is termed as 'Sensitive data' from you as part of your booking - this refers to data that includes details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health and genetic and biometric data. We do not collect any information about criminal convictions and offences.

In the case of event booking health questionnaires we need to collect the following sensitive data about you in order to fully assess your suitability for attendance at our classes and workshops and to ensure any adaptations required in the case of any health condition relating to Mother or Infant are met:

Estimated Due Date of Baby

Date of Birth of Baby

Medical/Psychological conditions relating to Mother

Medical conditions relating to Baby

Upon completion of classes and workshops provided by Nurture the Borders C.I.C. we need to collect sensitive data about you in order to fully assess your experience of the services, to monitor the progress and outcomes from our services and to ensure your needs are being met as a client. In the case of event follow up questionnaires we need to collect the following sensitive data about you in order to fully assess your progress from attendance at our classes and workshops:

Date of Birth of Baby

Medical conditions relating to Mother and/or Baby

Physical and emotional experience of pregnancy, birth and parenting

Birth outcome details

Infant feeding choices

We International transfers

Some require your explicit consent for processing sensitive data, so when you submit your details during the booking of an event, you will receive a further communication asking for you to confirm your consent to this processing. Where sensitive data is collected it is controlled by Nurture the Borders C.I.C.

Where we are required to collect personal data by law, or under the terms of the contract between us and you do not provide us with that data when requested, we may not be able to perform the contract (for example, to deliver goods or services to you). If you don't provide us with the requested data, we may have to cancel a product or service you have ordered but if we do, we will notify you at the time.

Data security

We have put in place security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We also limit access to your personal data to those employees; agents, contractors and other third parties who have a business need to know such data. They will only process your personal data on our instructions and are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breaches and will notify you and any applicable regulator where we are legally required to do so. In certain circumstances you can ask us to delete your data. See the section entitled 'your rights' below for more information.

We may anonymise your personal data (so that you can no longer be identified from such data) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

Data retention

We will only keep your personal data for as long as is necessary to fulfil the purposes for which we collected it. We may retain your data to satisfy any legal, accounting, or reporting requirements so for example we need to keep certain information about you for 6 years after you cease to be a client for tax purposes.

You have the right to ask us to delete the personal data we hold about you in certain circumstances. See section 6 below.

Your rights

You are able to exercise certain rights in relation to your personal data that we process. These are set out in more detail at: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>

In relation to a Subject Access Right request, you may request that we inform you of the data we hold about you and how we process it. We will not charge a fee for responding to this request unless your request is clearly unfounded, repetitive or excessive in which case we may charge a reasonable fee or decline to respond.

We will, in most cases, reply within one month of the date of the request unless your request is complex or you have made a large number of requests in which case we will notify you of any delay and will in any event reply within 3 months.

If you wish to make a Subject Access Request, please send the request to Nurture the Borders C.I.C. The Livingroom, Palma Place, Melrose.

Keeping your data up to date

We have a duty to keep your personal data up to date and accurate so from time to time we will contact you to ask you to confirm that your personal data is still accurate and up to date. If there are any changes to your personal data (such as a change of address) please let us know as soon as possible by writing to or emailing the addresses set out in section 6 above.

Complaints

We are committed to protecting your personal data but if for some reason you are not happy with any aspect of how we collect and use your data, you have the right to complain to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk).

We should be grateful if you would contact us first if you do have a complaint so that we can try to resolve it for you.

Nurture the Borders C.I.C. Terms & Conditions

Each teacher will have completed a programme of study and examination and will have put in place insurances both in respect of Professional Indemnity and Public Liability.

In order to provide the agreed service and to provide the on-going additional support that is offered, your local Educator will contact you to invite you in to their local community groups. These groups act as additional 'wrap-around' support forums, means of communicating with your class/groups and wider local Nurture community. This will always be by invitation rather than automatic and is entirely at your discretion if you choose to accept the invitation. These groups may take the form of secret or closed Facebook groups, WhatsApp groups or a group email list.

Booking & Renewal

Please be aware once you have booked and paid for your Nurture class, your local provider is under no obligation to provide refunds (see REFUNDS below).

Unlike some companies who operate an automatic rebooking process, to ensure you continue to enjoy your Nurture classes you will need to make a renewal payment and it is recommended you do this no later than week 3 of your current course.

Changing Times and Venues

If we need to amend your class time or the venue at which your class is held they will endeavour to provide you with a minimum of 3 days notice. Where the start time is altered by less than 30 minutes and/or the venue is located within a 1-mile radius of original planned venue, no refunds will be offered.

Taking Payment

Please refer to your event booking form for payment method. Payment is required in advance of your 1st class.

Refunds and Cancellations

We are under no obligation to refund or transfer your money in the event that you are unable to attend part of or the entire course. We are not obliged to guarantee an alternative class for missed lessons (unless this is due to them cancelling class).

In the event of a class or workshop being cancelled for any reason by the teacher, the customer will be entitled to a refund on request.

In the unfortunate event you should suffer a miscarriage, please inform us and we will arrange a FULL refund.

If your pregnancy health care provider requests you cease attending classes due to medical reasons, you will be credited with sessions for use postnatally (within 6 months of baby being born if your teacher offers Baby classes, if they do not a refund for the missed classes will be given upon receipt of a doctors or midwives note.

If your doctor or health visitor provider requests your baby or tot cease attending classes due to medical reasons, on production of a medical certificate you will be refunded the remaining classes of the term.

We have a no photography policy in any class to protect the privacy of the mums and babies unless you gain permission from your class teacher and have written consent from all of the mums and babies photographed in class. Such images are not to be shared via any public platform such as Facebook or other Internet sites unless you have written permission from your teacher and the mums which feature in the picture.

The Nurture the Borders C.I.C. forbid the right to film, reproduce or share any part of our lessons in any form (i.e. you- tube, internet sites, DVDs, photography etc.) and anyone suspected of continually filming, observing or photographing the lessons for this purpose will be asked to leave the course.

All Nurture logos and material are copyright of Nurture the Borders C.I.C (which is a registered trade mark).

Valuables and Jewellery

All property taken to class is left at your own risk. Nurture the Borders C.I.C. does not accept responsibility for the loss or damage of any personal possessions before, during or after class.

Withdrawal of service

Your local provider may at their own discretion refuse entry to a client onto its courses.

Health and Safety

Whilst you are waiting for your class please keep noise to a minimum so that all lessons can take place in a calm atmosphere. Do not enter the studio whilst the current class is in progress; please wait to be invited in by your teacher.

Please be respectful of other mums in your class by ensuring that any personal belongings are neatly stored at the side of the room so that they are not a trip hazard and please make sure your mobile phone is on silent. Please ensure your local provider is aware of your contact number or emergency contact number changes. They can only notify you in the event of a cancelled class, if they have up-to-date contact information for you.

Cancelled Sessions – Illness or Bad Weather

Your local provider will endeavour to ensure your scheduled class always runs. However, from time to time unforeseen circumstances will prevent this. They will ALWAYS attempt to make contact with you if class is cancelled, either via phone, text or email. Please ensure you always check your phone prior to leaving for class. If the weather is bad, please also check your local group as created and facilitated by your teacher – this may be a facebook group, WhatsApp etc.

If your class teacher has deemed the weather fit to travel and has still run the class but you personally have decided not to attend then no refund will be given if the class was run.

Exclusion of Liability

In the absence of any proven negligence, lack of due diligence or breach of duty by the instructor, Nurture the Borders and its local providers or employees, the participation of you, your partner, your baby or your child or those in whose care you have placed your baby/child for the purpose of attending class, is done so entirely at your and their own risk.

Medical Conditions

It is vital that you inform your teacher of any medical conditions that you, your baby or tot may have which might affect their time in class. All information is treated sensitively and in confidence.

Such conditions may be (for Mother) pre existing medical conditions or conditions which arise during pregnancy which include, but are not limited to: high blood pressure, low blood pressure, bleeding, spotting, history of miscarriage, placenta preavia, back or hip issues.

Such conditions (for Baby) may be pre existing medical conditions which include, but are not limited to: Hip Dysplasia, Hearing/Eye sight issues, Down Syndrome/Spina Bifida, Reflux, Colic, Torticollis.

It is your responsibility to keep them up to date with any conditions you may have and advise them of any new conditions or complications.

If you, your baby or tot is unwell or if you are unsure whether to attend a class or not you must inform your teacher BEFORE you come to class so that they can asses any risks to the other mums and babies in class and advise if you should attend or not. You may be asked to consult a GP before coming to class.

Never bring your baby or tot to class with an infectious disease such as conjunctivitis or chicken pox. In the instance of sickness and diarrhoea your child must be clear from all symptoms for at least 48 hours.

Nappies and Changing your Baby

Always change your baby on the floor using a suitable changing mat. Do not use raised surfaces (unless it is a purpose fitted baby changing table). Please take all nappies away with you unless a clearly marked bin has been provided. Never leave nappies in an open bin and never place these in a Sanitary Towel disposal unit.

Recommended Starting Age

For pregnancy, whilst some research shows exercise and movement can be beneficial in helping to prevent miscarriage, we suggest you wait until week 14 of your pregnancy before starting classes. If you choose to begin sessions sooner, this is a decision taken at your own risk.

We recommend you wait until 6 weeks postnatal before commencing our Baby programme.