



Privacy and Data Protection Statement & Policy

May 2018

Created / Reviewed By	Amendment(s)	Date
Grace Shaw	Reviewed	December 2019

Privacy Statement

Scope

This Privacy Statement describes what SR Education (SRE) do with the personal information you provide. Both the statement and the SR Education Privacy Policy apply to information collected by SR Education via the www.sreducation.co.uk website and in any manner described in the SR Education Privacy Statement.

SRE, a private training organisation is, for the purposes of the Data Protection Act 1998 and the General Data Protection Regulation (the GDPR) from May 2018, registered as a data controller for personal data and other third parties contracted to process data for the Education Skills Funding Agency (ESFA). SR Education's Data Protection registration can be viewed on the [Information Commissioner's website](#).

SR Education ("SR Education", "we", "our" or "us") are committed to ensuring that your privacy is protected. The Privacy Statement describes how we use the personal information that we collect from you, or that you provide, when you:

- visit any of our websites or portals (the "Website");
- use the educational courses, testing, certification and products, and consultancy services (together the "Services") that we provide;
- or otherwise contact us.

SR Education is fully committed to protecting the rights and privacy of individuals, in accordance with the General Data Protection Act 2018. Information about our personnel, candidates and other individuals will only be processed in line with established regulations. Personal data will be collected, recorded and used fairly, stored safely and securely and not disclosed to any third party unlawfully. As the lawful and correct treatment of personal information is critical to our successful operations and to maintaining confidence, SR Education is committed to:

- protecting candidates' personal details, records and assessment outcomes
- keeping candidates' and other individuals' personal data up to date and confidential
- maintaining personal data only for the time period required
- releasing personal data only to authorised individuals/parties and not unless permission is given to do so
- collecting accurate and relevant data only for specified lawful purposes
- adhering to regulations and related procedures to ensure that all employees who have access to any personal data held by or on behalf of SR Education are fully aware of and abide by their duties under the GDPR act 2018.

Personal Information

We collect personal information from you through the use of forms, which may be on paper or on our Websites, such as when you login to your Virtual Learning Environment, sign up to receive our newsletters, register for information, or commence a course of study.

We also collect personal information from you when you communicate with us for any reason, including by email, postal mail or telephone, and when you use our Services. In addition, we collect certain information automatically about visitors to our Websites as described below.

We may record and store the telephone conversations you have to any of our offices for the purposes of quality control, staff training, and/or to prevent or detect crime.

If you choose to provide us with information you explicitly grant your consent to us using that information as is necessary to provide Services to you.

We collect personal data about you when you [enrol as a learner](#). At enrolment, we may ask you for [sensitive personal data](#) and for your consent to use it for a specific purpose. If you do not wish to provide this information, you may select the Not Known/Not Provided or Prefer not to say option.

If you are progressing your career through an SR Education Apprenticeship or further/higher education, we may need to collect additional personal information to secure funding or satisfy statutory legal or Government scheme requirements.

Some of the information you supply will be used by the Education and Skills Funding Agency (ESFA) to fulfil its statutory functions, issue/verify your Unique Learner Number (ULN) and update/check your Personal Learning Record. The ESFA may share your ULN and Personal Learning Record with other education related organisations, such as your careers service, school, college, university, Government Departments and public bodies responsible for funding your education. The ESFA will share your SR Education participation and achievement data with other organisations if you tell SR Education that you are happy for the [ESFA](#) to do so.

Further details of how your information is processed and shared can be found at:

<https://www.gov.uk/government/publications/lrs-privacy-notice>

If you are utilising apprenticeship funding for your course, we collect personal data from you to check your [eligibility for funding](#).

We use cookies and other technologies to keep track of how you interact with our website and to target advertising. For further information about this please see [cookies section](#).

Purposes and Disclosures

SR Education collects and processes a broad range of personal data about you in order to deliver our services to you, manage our operations effectively and meet certain legal requirements.

The purposes for which we process your personal data and the legal basis for that are primarily legitimate interest and consent based, we set out in [Table 1](#) of this Notice the other purposes for which we will process your personal data, together with the legal basis for doing so.

We use your personal information to deal with your queries, to provide you with the services you request, to determine whether you are eligible for government funding (if available), customer feedback and for general statistics and research.

Depending on the preferences indicated by you, we may use your personal data to contact you about SR Education developments and offers.

We may disclose your personal data to your sponsor, if you are being sponsored by your employer or by a trade organisation or other group.

We may disclose your information to third parties who may take over some or all of the SR Education business in the future.

We may disclose your information to certain government agencies in connection with the funding of your course.

Following registration and enrolment, either with a Tutor Assessor or online, all of our approved service providers will have access to your name, date of birth, address, username, learner reference number and details of which SR Education course you have enrolled on in the past.

Your Rights and Choices

You can request that:

- your details not be used for marketing purposes;
- we provide you with a copy of the information we hold about you;
- we correct inaccuracies in your information.

The General Data Protection Regulation (GDPR) strengthens your rights over how companies use your data.

We ensure Data Subjects rights under the GDPR are protected by ensuring a data subject can request:

The right to be informed

The right to be informed encompasses our obligation to provide 'fair processing information', typically through a privacy notice. It emphasises the need for transparency over how we use personal data of individuals.

The information we supply about the processing of personal data must be:

- concise, transparent, intelligible and easily accessible;
- written in clear and plain language, particularly if addressed to a child; and
- free of charge.

The right of access

Individuals have the right to access their personal data and supplementary information. This is known as a Subject Access Request (SAR).

The right of access allows individuals to be aware of and verify the lawfulness of the processing.

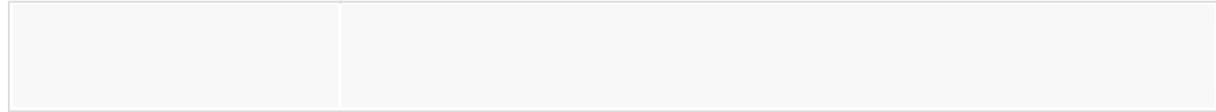
Under the GDPR, individuals will have the right to obtain:

- confirmation that their data is being processed;
- access to their personal data; and
- other supplementary information – this largely corresponds to the information that should be provided in a privacy notice.
- We must provide a copy of the information free of charge. However, we can charge a 'reasonable fee' when a request is manifestly unfounded or excessive, particularly if it is repetitive.
- Information must be provided without delay and at the latest within one month of receipt. We will be able to extend the period of compliance by a further two months where requests are complex or numerous.

	<p>Certain data may not be disclosed where a relevant exemption applies. We will provide an explanation and a right of appeal in these circumstances.</p> <p>Where we are not the Data Controller, we will forward the request to the Data Controller and otherwise assist in answering the request, where appropriate. For example, where we are a Data Processor we will provide information we hold on behalf of the Data Controller to the Data Controller within a reasonable amount of time to allow them to respond to the request within the statutory time limits.</p> <p>For more information about SAR process, please refer to SR Education's Subject Access Request process.</p>
<p>The right to rectification</p>	<p>The GDPR gives individuals the right to have personal data rectified. Personal data can be rectified if it is inaccurate or incomplete. We must respond within one month. This can be extended by two months where the request for rectification is complex. If we cannot take any action in response to a request for rectification, we must explain why to the individual, informing them of their right to complain to the supervisory authority (ICO) and to a judicial remedy.</p>
<p>The right to erasure</p>	<p>The right to erasure is also known as 'the right to be forgotten'. The broad principle behind this right is to enable an individual to request the deletion or removal of personal data where there is no compelling reason for its continued processing. Individuals have a right to have personal data erased and to prevent processing in specific circumstances:</p> <ul style="list-style-type: none"> • Where the personal data is no longer necessary in relation to the purpose for which it was originally collected/processed; • When the individual withdraws consent; • When the individual objects to the processing and there is no overriding legitimate interest for continuing the processing; • The personal data was unlawfully processed (i.e. otherwise in breach of the GDPR); • The personal data has to be erased in order to comply with a legal obligation. <p>We can refuse to comply with a request for erasure where the personal data is processed for the following reasons:</p> <ul style="list-style-type: none"> • to exercise the right of freedom of expression and information; • to comply with a legal obligation for the performance of a public interest task or exercise of official authority; • for public health purposes in the public interest; • archiving purposes in the public interest, scientific research historical research or statistical purposes; or

	<ul style="list-style-type: none"> • the exercise or defence of legal claims.
<p>The right to restrict processing</p>	<p>Individuals have a right to ‘block’ or suppress processing of personal data.</p> <p>When processing is restricted, we are permitted to store the personal data to comply with legal or contractual obligations, but not further process it.</p> <p>We can retain just enough information about the individual to ensure that the restriction is respected in future.</p> <p>We will be required to restrict the processing of personal data in the following circumstances:</p> <ul style="list-style-type: none"> • Where an individual contests the accuracy of the personal data, we should restrict the processing until we have verified the accuracy of the personal data; • Where an individual has objected to the processing (where it was necessary for the performance of a public interest task or purpose of legitimate interests), and we are considering whether our organisation’s legitimate grounds override those of the individual; • When processing is unlawful and the individual opposes erasure and requests restriction instead; • If we no longer need the personal data but the individual requires the data to establish, exercise or defend a legal claim; • We must inform individuals when we decide to lift a restriction on processing.
<p>The right to data portability</p>	<p>The right to data portability allows individuals to obtain and reuse their personal data for their own purposes across different services. It allows them to move, copy or transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability.</p> <p>The right to data portability only applies:</p> <ul style="list-style-type: none"> • to personal data an individual has provided to a controller; • where the processing is based on the individual’s consent or for the performance of a contract; and • when processing is carried out by automated means; <p>We must provide the personal data in a structured, commonly used and machine readable form. Open formats include CSV files. Machine readable means that the information is structured so that software can extract specific elements of the data. This enables other organisations to use the data.</p> <p>We must respond without undue delay, and within one month. This can be extended by two months where the request is complex or we</p>

	<p>receive a number of requests. We must inform the individual within one month of the receipt of the request and explain why the extension is necessary.</p> <p>The information must be provided free of charge.</p>
<p>The right to object</p>	<p>If a data subject believes that the processing of personal information about them is causing, or is likely to cause, substantial and unwarranted damage or distress to them or another person, they may notify the organisation in writing to request SR Education to put a stop to the processing of that information.</p> <p>Individuals have the right to object to:</p> <ul style="list-style-type: none"> • processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling); • direct marketing (including profiling); and • processing for purposes of scientific/ historical research and statistics. • We must stop processing the personal data unless: • we can demonstrate compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the individual; or • the processing is for the establishment, exercise or defence of legal claims. <p>We must inform individuals of their right to object “at the point of first communication” and in our privacy notice. This must be “explicitly brought to the attention of the data subject and shall be presented clearly and separately from any other information”.</p>
<p>Rights in relation to automated decision making and profiling</p>	<p>The GDPR applies to all automated individual decision-making and profiling. This may be not applicable to SR Education if we are not using any automated means to process personal data.</p> <p>Automated individual decision-making (making a decision solely by automated means without any human involvement)</p> <p>Profiling (automated processing of personal data to evaluate certain things about an individual). Profiling can be part of an automated decision-making process.</p> <p>We can only carry out this type of decision-making where the decision is:</p> <ul style="list-style-type: none"> • necessary for the entry into or performance of a contract; or • authorised by Union or Member state law applicable to the controller; or • based on the individual’s explicit consent.



If you want to exercise any of these rights, you have a number of different ways to do so. You can:

- Contact our Data Protection Officer, DPO via email – data@sreducation.co.uk
- To unsubscribe email – data@sreducation.co.uk
- Lodge a complaint with a supervisory authority – www.informationcommissioner.gov.uk.

Important Information

Your personal data is protected by UK data protection law. You can find the details for the UK Information Commissioner at www.informationcommissioner.gov.uk.

Personal data will not be transferred outside of the European Economic Area (EEA)

Note: For SR Education Apprenticeship courses you as the apprentice give SR Education implicit approval for SR Education to share as required your Personal Data including your learner file with the appropriate Awarding Body and with the approved SR Education Apprenticeship Assessment Organisations.

How to contact us

To obtain a copy of your personal data, to correct inaccuracies or if you have any queries or concerns about how we handle your personal data, please contact: Data Protection Officer, SR Education Limited, Cromwell Court, Kneeton Road, East Bridgford, NG13 8LP, call: 0194920976, or email: data@sreducation.co.uk

Privacy Policy

Our commitment to privacy

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SR Education ("SR Education", "we", "our" or "us") are committed to ensuring that your privacy is protected. This Privacy Policy describes how we use the personal information that we collect from you, or that you provide, when you:

- visit any of our websites or portals (the "Website");

- use the educational courses, testing, certification and products, and consultancy services (together the "Services") that we provide;
- or otherwise contact us.

SR Education is fully committed to protecting the rights and privacy of individuals, in accordance with the General Data Protection Act 2018. Information about our personnel, candidates and other individuals will only be processed in line with established regulations. Personal data will be collected, recorded and used fairly, stored safely and securely and not disclosed to any third party unlawfully. As the lawful and correct treatment of personal information is critical to our successful operations and to maintaining confidence, SR Education is committed to:

- protecting candidates' personal details, records and assessment outcomes
- keeping candidates' and other individuals' personal data up to date and confidential
- maintaining personal data only for the time period required
- releasing personal data only to authorised individuals/parties and not unless permission is given to do so
- collecting accurate and relevant data only for specified lawful purposes
- adhering to regulations and related procedures to ensure that all employees who have access to any personal data held by or on behalf of SR Education are fully aware of and abide by their duties under the GDPR act 2018.

Our Data Protection Officer, Garry Bradbury can be contacted via email at contact-data@sreducation.co.uk or by phone at 01949 20976.

Follow the hyperlinks below for more information about our policies and practices in relation to your personal data.

- [Giving information for other people](#)
- [The information we collect](#)
- [Use of your information](#)
- [Keeping you informed](#)
- [Funding](#)
- [Requests for information](#)
- [Protecting your information](#)
- [Our policy for children](#)
- [Your rights](#)
- [Other information](#)
- Website terms and conditions
 - [General visitors](#)
 - [Apprenticeship/Course applicants/enrolment](#)

Giving information for other people

When you give us information about another person, the other person must have agreed to let:

- us process all their personal data; and
- you receive any data protection notices for them.

When you send information for someone else, you are confirming that you have told them:

- which data they must give;

- which information is voluntary; and
- how they can access and, if necessary, correct the data we hold about them.

The information we collect during the enrolment process with SR Education

When you enrol with us, you (or the person enrolling you) must tell us:

- your full name;
- your date of birth;
- your address (and correspondence address if different);
- primary telephone number;
- your employment status;
- email address;
- your education so far;
- your citizenship status; and
- where you live and how long you have lived there.

We use this information to check whether you are eligible for funding. If you are not eligible this information will be destroyed.

We also request other information including your title, middle name, email address, National Insurance number, gender. Ethnicity, additional social/learning needs or disability, but you don't have to give us these details. Following enrolment via the website, we, or our approved service providers, may request additional personal data from you in order to further support your learning. You do not have to provide this information, but if you do not, you may not get the most out of your learning. However, we ask you to tell us whether you have achieved Level 2 in English and Maths.

We will call you at the time of your choice to check all the above details with you and may request additional information, such as if you have done any learning in the last three years, other information we may collect is set out in this Privacy Statement. You will need a user name and password to access your virtual learning environment (VLE) and materials. Your user name is your email address and you can either choose your own password or we will give you one which you must change when you first log in.

Please note that when you enrol on a SR Education course that leads to a qualification such as a Professional qualification or NVQ, we send non-sensitive personal information to the relevant awarding bodies so that they can undertake the administration associated with your qualification.

Other information we collect, to see if you can have government funding

If government funding is available for any of our courses, you need to answer some other questions to see if you are eligible for funding. If you wish to take advantage of any such funding, you will be asked about:

- your age;
- your education so far;
- your citizenship status; and
- where you live and how long you have lived there.

We may require additional information from you in order to support an application for funding. If you do not want to provide us with this information, we will not be able to support you on your apprenticeship/traineeship.

Learner File

When you start your learning a learner file is created to hold documents relevant to your learning and evidence of proof of identity and funding eligibility. As you progress through your learning other documents, including some of your evidence/off the job training log/course work, may be held in this file.

The information we collect when you access course materials

We collect information about how you use course materials to monitor your learning and improve our users' learning experience.

Other information we collect

If you require further information or support (request a call back) we ask you to provide us with the information on the "request more information" form on the website, including:

- Full name;
- Email address;
- Contact number;
- An indication of courses in which you are interested
- You can also decide to give us your home and mobile telephone numbers and your email address but you only need to do this if you want us and/or our approved service providers to contact you about SR Education developments and offers in this way.

You may also provide personal data through:

- calls to our helplines;
 - letters and email;
 - customer feedback forms;
 - other learning or communications facility offered by us.
- * In general, if you contact us, we may keep a record of your query or complaint for a reasonable time in case you contact us again.

Sensitive personal data

Sensitive personal data includes details of your:

- race or ethnic origin
- political opinions
- religious or other beliefs
- additional learning or social needs
- physical or mental health

At or before enrolment you may be asked for sensitive personal information but you do not have to provide it. If you decide to provide sensitive personal data we will use it for the purposes described

in the section below. If you do not want to provide it, or do not want us to use it for these purposes then when enrolling online please select the “prefer not to say” option.

You may also volunteer sensitive personal data to us, for example, when you submit a query or comment to us via the website or some other means of communication. If you do so, you explicitly consent to our using such information as described in this Privacy Statement.

Use of your information

The information that we collect and store relating to you is primarily used to enable us to provide our Services to you. In addition, we may use the information for the following purposes:

- To provide you with information you request from us.
- To administer the account you create or use on our Websites;
- To respond to your correspondence, so that we can reply to your enquiries and requests in an efficient and effective manner;
- To provide information on other SR Education products and Services which we feel may be of interest to you, in accordance with your communications preferences;
- To meet our contractual commitments to you;
- To act on your behalf where third party funding is available and appropriate;
- To notify you about any changes to the Websites or our Services, such as improvements or changes that may affect either;
- Where your telephone conversations with us have been recorded, these recordings will be retained for a maximum of 30 days and will only be used for training and quality purposes and/or to prevent or detect crime; and
- As necessary to prevent or detect crime.
- If you do not want us to use your data for any marketing purposes you will have the opportunity to withhold your consent to this when you provide your details to us.
- to carry out administration;
- to improve the quality of services;
- to support your application for government funding;
- to obtain customer feedback;
- for general statistics and research;
- for obtaining any relevant professional advice;
- as may be required by law or in connection with legal proceedings (including where we intend to take legal proceedings), or as may be necessary to establish, exercise or defend our legal rights.

If you do not want us to use your data for any marketing purposes you will have the opportunity to withhold your consent to this when you provide your details to us.

Third parties and sponsors

To achieve the purposes set out in this privacy statement we may need to share your information and Learner File with our service providers (including our approved learning providers), professional advisors and auditors and to your tutor assessor(s). When you enrol on a course with a service provider, the service provider will be delivering and supporting your learning. Following enrolment via a centre or online, all of our approved service providers will have access to your name, date of birth, address, username, learner reference number and which SR Education courses you have enrolled on in the past as well as details relating to these SR Education courses to help us deliver our services to you. In a limited number of circumstances, it may be necessary to allow a new Service

Provider access to all your personal information for example if your existing Service Provider no longer provides SR Education services.

We may also give your information to third parties who may take over part or all of the SR Education business in the future, but only for the purposes outlined in this privacy statement. If your employer, trade organisation or other organisation is sponsoring or supporting you, we may give the personal information we have collected to your sponsor to monitor your learning.

Communications between you and your tutor using any of the tools or functions we make available to you (including unopened messages sent via our virtual learning environment messaging system) may be monitored by SR Education staff to check the quality of tutor support. SR Education staff and auditors may also access these communications when we want to investigate or audit learner funding arrangements.

Referral Partners

If we have received your details as a referral from one of our partners we may be required by the referral partner to provide them with updates on the following areas:

- Attendance
- Progress
- Achievement/completion
- Outcome/destination
- Withdrawal

Keeping you informed

We, and our approved service providers, will use your information to send you regular updates about:

- our services and materials;
- additions to the website; and
- specific activities such as customer feedback surveys and competitions.

If you enrol on a SR Education course you will periodically be sent customer feedback surveys. If you do not wish to be contacted for marketing purposes please do not select opt in. If at any time, you change your mind about receiving updates, you can advise your Tutor Assessor or email data@srededucation.co.uk.

We will never use your sensitive personal data for marketing purposes without your express consent.

Funding

We, and our approved service providers, may use your personal data to process or to support any application made for funding associated with your learning. For these purposes we, or our approved service providers, will share the information you supply with the Education & Skills Funding Agency in England. The Education & Skills Funding Agency may in turn share it with the European Social

Fund, or other government agencies that may provide funding for your course.

Learner data is collected by SRE in accordance with the terms and conditions of funding imposed on providers of learning, for example, Further Education colleges and private training organisations. The data collected from learners is processed by SRE, as explained in the Privacy Notice issued by providers to each learner.

The data is primarily used by the ESFA and the DfE to perform statutory functions on behalf of the Secretary of State as set out in the Apprenticeships, Skills, Children and Learning Act 2009 and for the exercise of functions of the Crown, a Minister of the Crown or that government department.

Information provided by learners may be shared with other organisations for purposes of administration, the provision of career and other guidance and statistical and research purposes, relating to education, training, employment and well-being. Other organisations include the Department for Work and Pensions, Local and Combined Authorities in England, the Greater London Authority, the Higher Education Statistics Agency, the Higher Education Funding Council for England, educational institutions and organisations performing research and statistical work on behalf of the Department for Education, or partners of those organisations

The learner data processed by SRE is known as the Individualised Learner Record (ILR). The specification and standards for the ILR are published for each academic year (1 August – 31 July) by the ESFA.

Learner data is also collected and supplied to the Learning Records Service, a part of the ESFA. This personal data is used by the ESFA to issue learners with a Unique Learner Number (ULN), and to create and maintain the Personal Learning Record. Information held in the Personal Learning Record is shared with third parties such as providers of learning.

Further details of how this personal data is processed for these purposes are published for the Learning Records Service.

At the point this information is collected you will be asked to indicate if you wish to be contacted by the Skills Funding Agency or its partners in respect of courses, surveys and research. You can change your choices at any time by talking to your tutor. Please read the ESFA Privacy Notice below.

We, or the government agency providing funding for your course, may use your personal data and Learner File to investigate a suspected misuse of public monies or other fraudulent activity by any person relating to your learning activity. In doing so, we, or the government agency providing funding for your course, may disclose your information to other government agencies (e.g. the [Department for Work and Pensions](#)) to establish whether there has been any duplication of funding for your course. We may also contact you for the purposes of any such investigation.

ESFA Privacy Notice 2017 to 2018

This privacy notice is issued by the Education and Skills Funding Agency (ESFA), on behalf of the Secretary of State for the Department of Education (DfE). It is to inform learners how their personal information will be used by the DfE, the ESFA (an executive agency of the DfE) and any successor bodies to these organisations. For the purposes of the Data Protection Act 1998, the DfE is the data controller for personal data processed by the ESFA..

How We Use Your Personal Information

Your personal information is used by the DfE to exercise its functions and to meet its statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009 and to create and maintain a unique learner number (ULN) and a personal learning record (PLR).

Your information may be shared with third parties for education, training, employment and well-being related purposes, including for research. This will only take place where the law allows it and the sharing is in compliance with the Data Protection Act 1998.

The English European Social Fund (ESF) Managing Authority (or agents acting on its behalf) may contact you in order for them to carry out research and evaluation to inform the effectiveness of training.

You can opt out from being contacted for other purposes by choosing a relevant option in the ESFA Contact Restriction fields which will be discussed with you when you register with SR Education.

Further information about use of and access to your personal data, and details of organisations with whom we regularly share data are available at:

<https://www.gov.uk/government/publications/esfa-privacy-notice>

Statistics

We and/or the approved service providers delivering and supporting your learning are also required to provide statistics to all of the government agencies mentioned under the heading 'Funding' and to the [Department for Business, Innovation and Skills](#), in order that they can carry out checks on our funding arrangements and our performance and for research and statistical purposes. This helps us, and our approved service providers, to maintain our funding. Where such information is supplied, it is provided in an aggregated manner so that whilst such authorities may be aware of, for example, the number, geographic location and sex of persons using SR Education, you cannot be personally identified from this information.

However, we may provide information that identifies you (your name, date of birth, address and postcode) to the Department of Work and Pensions so that they can check whether SR Education learners have progressed into employment and compile statistical information about such progression. You will not be identifiable from the statistical information compiled.

Requests for information

If you have not registered as a learner but are simply making an enquiry or request for information, we will use your personal information to reply to your enquiry or request. We will not use this information for marketing purposes without your permission or unless you invite us to do so.

Protecting your personal information

SRE, a private training organisation is, for the purposes of the Data Protection Act 1998 and the General Data Protection Regulation (the GDPR) from May 2018, registered as a data controller for personal data and other third parties contracted to process data for the Education Skills Funding Agency (ESFA). SR Educations Data Protection registration can be viewed on the [Information Commissioner's website](#).

As a registered data controller, we are required to take appropriate technical measures to protect your personal information including making a regular backup of our system and data. We have security measures in place to make sure any personal information we collect is secure. Your account is password protected and all information including your password is on a secure server, which only a limited number of employees can access. All parties with access to your information are subject to confidentiality obligations. If you think someone else knows your password, or is using it, tell us immediately and change your password using the “change my password” option.

To prevent unauthorised disclosure or access to information, it has strong organisational and technical security safeguards. If information is shared with another organisation (reasons for this are given below) it will ensure an Information Sharing Agreement is in place. SRE follows stringent procedures to ensure it works with all personal data in line with the General Data Protection Regulation 2018.

Please note that the transmission of information via the internet (including email) is not completely secure and therefore, although we endeavour to protect the personal information you provide to us, we cannot guarantee the security of data sent to us electronically and the transmission of such data is therefore entirely at your own risk.

Keeping your personal data

We keep personal data and Learner Files:

- for as long as is necessary to fulfil the purposes we collected it for;
- as required by law; or
- to enforce or defend legal claims.

Sometimes we will keep information that you have deleted, for example messages sent by you to your tutor, as a record of your learning experience. We will keep this information for a reasonable time.

Our policy for children

Our website is not designed for or directed at children under the age of 13. SRE does not knowingly solicit personal information from children under the age of 13 or send them requests for personal information.

We recommend that you put parental controls on your internet browser and supervise your children when they are online.

We will not use information collected from people under 16 for marketing purposes. In general, Government funding is not available to learners under 16 via SR Education, although there are some specific exceptions, in particular apprenticeships. This privacy statement will apply to any learner enrolled on an apprenticeship even if you are aged between 16 and 18

If you are a tutor

When you are registered as a tutor by a Service Provider you accept that all activity is undertaken by you for the provision of SR Education learning. Any comments or tutor notes placed by you on

the SR Education system will be retained, are visible to the relevant learner and authorised personnel within SR Education Ltd and may be used as evidence of learner support.

Your rights

You have the right to:-

- ask for a copy of all the information we hold about you and to correct any inaccuracies. To obtain a [Subject Access Request Form](#), please ring us on 0194920976 or email data@sreducation.co.uk
- challenge the accuracy of data held about you, please ring us on 0194920976 or email data@sreducation.co.uk request a change
- take steps to prevent your personal data being processed if the processing is likely to cause you substantial damage or substantial distress which is unjustified. If you want to exercise this right you must put your objection in writing by emailing data@sreducation.co.uk, specifying why the processing has this effect and state what you require SR Education to do to avoid causing damage or distress.

If you wish to make a data protection complaint go to: <https://ico.org.uk/concerns>

Links

The SRE website may contain links to other websites. Please note that SRE have no control of websites outside of www.sreducation.co.uk. If an individual provides information to a website to which SRE links, it is not responsible for its protection and privacy. Individuals are advised to read the privacy policy or statement of other websites prior to using them.

Other information

You should note that if our business (or any part of it) is sold or transferred at any time, the information we hold may form part of the assets transferred although will still only be used in accordance with this privacy statement.

Website Terms and Conditions

Terms and Conditions

Please read these Terms and Conditions of Use (**'Terms'**) carefully before using www.sreducation.co.uk (**'the Website'**). These Terms apply to all users of this Website including casual browsers.

Part A applies to all users of the SR Education Website
Part B applies if you enrol for a SR Education course online

Part A

1. Terms applying to all users of the SR Education website.

Please read these Terms and Conditions of Use (**'Terms'**) carefully before using **www.SR Education.com** (**'the Website'**). Additional terms and conditions apply if you enrol on a course (Part B and Part C). These will be drawn to your attention during the process of enrolment.

In these Terms, 'we', 'us' and 'SR Education' means :

SR Education, Cromwell Court, Knee ton Road, East Bradford, Nottingham NG13 8LP.

which is the owner of this Website and the SR Education trademark and brand, and 'you' means the user of this Website. We reserve the right to withdraw all or part of the Website at any time

By using this Website you agree to be bound by these Terms and Privacy Statement.

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Whilst we try to ensure that the Website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by our negligence).

We cannot promise that access to the Website will be uninterrupted or error free. We reserve the right to suspend access to the Website for scheduled maintenance. There may also be occasions when access to the Website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website and the services offered via the Website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of SR Education.

You accept that you will not have a claim for breach of contract (either against us or your Service Provider/SR Education centre) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data; or
- any indirect or consequential loss.

The exclusions and limitations of liability contained in this section do not apply to :

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this Paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply.

The receipt of the services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so.

If any provision of these Terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these Terms shall not be affected.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these Terms, such failure or delay shall not operate as an agreement to waive that right or remedy and shall not prevent us from exercising that right or remedy in the future.

These Terms are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

Purpose of the Website

The purpose of the Website is to provide individuals and businesses with information on the range of apprenticeship courses and other services offered by or via SR Education including enrolment in England.

Copyright

The materials on this Website are protected by our copyright and that of third parties and other intellectual property rights.

Removal of content and response to complaints

In the event that you send any content that breaches the provisions of the above paragraph, SR Education reserves its right to remove that content or disable access to it and to respond to any complaints made by a third party in respect of that content. SR Education will not be liable to you if it removes any content because it believes that such content breaches the provisions of these Terms.

SR Education shall have the right without notice to record the IP address from which any user submitted content is transmitted or communicated through this Website.

SR Education may also preserve any content that you send or receive if required to do so by law or if reasonably required to ensure compliance with the Terms or to respond to third party complaints about such content.

Third Party Links

We may provide links to third-party websites from time to time. This may include links to sites owned by associated companies of SR Education. Any link (including without limitation any links posted by other users of the Website) are provided for your convenience only and are accessed at your own risk. We are not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites, and, unless otherwise stated are not responsible for and do not endorse or recommend any third party website or its availability or contents or any agreement or understanding you enter into with a third party through a third party website. If you choose to use any of the links provided, you should ask for access to the terms and conditions and privacy statement of the third party website. SR Education does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

Use of Cookies

SR Education's website uses cookies to provide easier navigation around the sites and gather anonymous analytics information. In some cases, cookies are used to provide functionality within sessions, such as within the Virtual Learning Environment (VLE).

We use Google analytics within our websites to monitor how visitors move around the website and how they reached it. This is done so that we can see total (not individual) statistics on which types of content users access most frequently. The Google cookies also tell us if you have visited the site before and allow us to track how many individual users the websites have. The Google cookies cannot be used to identify individuals - they are used for statistical purposes only. You can opt out of Google cookies here <https://tools.google.com/dlpage/gaoptout>

From time to time we may have links to other services such as Social media or video services on our sites. These services may drop cookies on your computer when you use them, especially if you are already logged into their service. Due to the nature of how cookies work, SR Education cannot access these cookies nor control their use. Likewise, these 3rd party services cannot access SR Education's session or analytics cookies.

You have the right to choose whether or not to accept cookies and to set your own cookie preferences on your computer.

These preferences can be to accept all cookies, to notify you when a cookie is issued, or not to receive cookies at all. However, by opting not to receive cookies at any time, certain features of the Website cannot be provided, and you may not be able to enjoy the Website to its fullest. All web browsers are different and to learn how to change your cookie preferences, check the "Help" menu of your browser.

Users can block most cookies (except for Flash cookies) by activating the setting on their browser that allows users to refuse the setting of all or some cookies. However, if the browser settings to

block all cookies (including essential cookies) users may not be able to access all or parts of the website, or users may experience reduced functionality or unexpected operations when accessing certain services.

Unless the user's browser has been configured so that it will refuse cookies, our websites notify the user that the site makes use of cookies and allows the user to customise their browser to configure their preferences.

Most internet browsers accept cookies automatically, but you can change the settings of your browser to erase cookies or prevent automatic acceptance if you prefer. These settings will typically be found in the 'options' or 'preferences' menu of your browser.

All cookies used by this website are used in accordance with the current Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.

Controlling Information about Individuals

When individuals fill in a form or provide their details using SRE's online data collection platform, Wufoo, there may be one or more tick boxes allowing them to:

- opt in to receive marketing communications from the SRE by e-mail, telephone or post
- opt in to receive marketing from third party partners by e-mail, telephone or post

If individuals have agreed that SRE can use their information for marketing purposes, individuals can change their mind easily, via one of these methods:

- send an e-mail to data@sreducation.co.uk
- write to us – Data Enquiry, SR Education, Cromwell Court, Kneeton Road, East Bridgford, Nottinghamshire, NG13 8LP.

Any individual can request that SRE delete their personal data. This request for erasure can be made by completing the SRE Request to Erasure form which can be obtained by emailing data@sreducation.co.uk. A hard copy of this form is available on request from SRE. The GDPR regulation doesn't provide an absolute right to be forgotten by an organisation. SRE will review each request for erasure and make an assessment on a case by case basis.

Accessing Your Own Personal Information

Individuals have the right to ask for a copy of any of their personal information held by SRE. They can make a 'subject access request'.

To make a request contact please complete a [Subject Access Request form](#) which can be obtained by emailing data@sreducation.co.uk. A hard copy of this form is available on request from SRE.

Questions or concerns about personal data

If you have any questions or concerns about our collection, use, or disclosure of your personal information, please write to Data Enquiry, SR Education, Cromwell Court, Kneeton Road, East Bridgford, Nottingham, NG13 8LP

Changes to this Privacy Notice

SRE may amend this Privacy Notice from time to time. If we make any substantial changes in the way we use your personal information we will make that information available by amending this notice. We recommend that you visit this page each time you visit the Website to ensure that you are aware of and are complying with any changes that we have made to these Terms. If you continue to use the Website you will be deemed to have accepted those changes from the point at which these changes come into effect.

Contact us

You can contact us :

- by telephone on 0194920976
 - Monday to Friday 9am to 5pm.
- by email at data@sreducation.co.uk
- by post at:
Data Enquiry, SR Education, Cromwell Court, Kneeton Road, East Bridgford, Nottinghamshire, NG13 8LP

Part B

Terms applying if you enrol for a SR Education course

Please read these Terms carefully before enrolling on a course.

For the purposes of these Terms:

- **'we'** and **'us'** means SR Education.
- **'you'** means the learner.
- **'advisor'** the person who provides general support while you are learning
- **'tutor'** the person who provides you subject support for your course
- **'enrol'** means the process of enrolling for a course.
- **'services'** means the support we provide to you via the Virtual Learning Environment (VLE), the online course materials you use on the SR Education website, and the tutor and other support we provide to you.
- **'course'** means this course that you are signing up to learn.
- **'course fee'** means the fee you may be asked to pay to study this course.

Enrolment

We will help you to choose the correct course. We will assess your skills and knowledge and provide advice and information before you start learning to make sure you choose the right course.

We will provide you with the online course materials for the course and access to our Virtual Learning Environment and its tools and resources for learners.

If you are eligible for funding to pay for the course, you must provide us with relevant evidence and we will obtain that funding for your learning. You must follow the terms and conditions of the course.

When you have accepted the Learning Agreement, we will provide you with a Tutor Assessor. Your tutor will provide support and guidance to you during your course.

By accessing your course you will be deemed to have accepted these Terms and the terms and conditions of the Learning Agreement.

Your course

Your course is a mixture of online software, tools and information on the Virtual Learning Environment, and tutor support from us. The contents of the course are listed in the Learning Agreement. The course is designed to help you to achieve the qualification you have chosen with support from us.

Whether you pay a fee or not, you are not 'buying' the course. You are being licensed to 'use' the course while you are on the course. You cannot 'keep' the course for ever. You cannot give or sell the course to anyone else. The course always remains the property of SR Education.

Assessment

Assessment is an important part of your course. It is the only way to get the qualification that you want when you have finished your learning. It may be the online test for Maths and English, or the e-portfolio if you are doing a vocational qualification.

Your SR Education Tutor Assessor will help you prepare and submit your e-portfolio. This is part of the support SR Education will provide for this course and there is no extra charge.

Quality of the services

We will use reasonable skill and care in providing the services to you. We will do so according to the qualification content set out in the agreement. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course description which is given in more detail on the Website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs.

We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the Website subject to your successful achievement of that qualification).

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms and the terms and conditions in the Learning Agreement (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

Password and Learner Reference Number

When you registered for SR Education you were given a user name and password. You must take care to keep your user name and password confidential. You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your username and password. You must tell us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure. We will never email you or ask you on the phone for your password. If anyone asks you for your password you must tell your Tutor Assessor.

We will provide you with access to your course once you have enrolled. You will need to log on using your user name and password to use the course.

When you first enrol for a SR Education course you will also be issued with a learner reference number. We may use this number in correspondence with you.

Apprenticeship funding from the Education and Skills Funding Agency

You may be eligible to have part or the whole cost of the course paid for you by the ESFA or via your Company's Apprenticeship Levy. If so, you must provide us with the evidence we request.

Provision of the Services

Help: You will find help with your learning in several ways. There are videos, 'how to' guides and frequently asked questions (FAQs) on the Virtual Learning Environment. You can email your Tutor Assessor, and you can call Learner Services by phone - 0194920976.

Tutor Support: When you enrol on your course we will assign a Tutor Assessor to support you through the course. Your tutor will contact you regularly to discuss your progress. You must keep in touch with your tutor at least every 3 weeks if you are going to continue on the course. Your tutor will help you with any questions about your course. This includes how to use the course online, specialist advice about things you are learning in your course, or any other aspect of learning with SR Education. Your tutor will not be the same person every time you contact us, or we contact you. The tutor you speak to will know what course you are doing and how you have progressed so far. You may contact your tutor during the normal opening hours of 9:00am to 5:00pm Monday to Friday.

Computer compatibility: You can log onto the Virtual Learning Environment from any computer using your assigned user name and password. Not all computers have all the software needed to use every course SR Education provides. We do not make any commitment that the course software will be compatible with or operate with the software or hardware on your computer. If your computer does not have the necessary software installed our advisor will help you to download the software (at your cost and risk) that should allow you to use the course. If it cannot, we will help you to choose another suitable course, or refund any course fee you have paid. If we recommend that you

either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the course, you do so at your own risk. There is a 'How to' guide called 'Setting up my Computer for Learning' on the website. We use cookies to check the compatibility of your system with some of our services. If you wish to know more about cookies please see the section on cookies in the [Cookie usage section](#).

Technical Support: We provide technical support to learners to help them to use our courses. We cannot provide technical help that is not about using your VLE. Please contact an advisor for technical help using the SR Education courses. There is a FAQ and a 'How to' guide and a contact form on the VLE. We will use reasonable skill and care in providing any technical support and to ensure that this service is available to you. SR Education cannot guarantee uninterrupted availability of technical support. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to take advantage of such technical advice you must strictly follow that advice.

System downtime: We may need periods of downtime to maintain the SR Education Website and/or VLE. Technical support may not be available during such periods of downtime. SR Education tries to ensure that the Website is available 24 hours a day 7 days a week. SR Education reserves the right to suspend access to the Website between a predefined scheduled window. There may also be occasions when access to the website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the Website. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of SR Education.

Your right to use the course and your related obligations

Upon funding approval for you on your course, we grant to you a licence for you to use the course for your own use only. This is for the sole purpose of non-commercial use at home, at work or any other lawful location in connection with the receipt of the services. You can only use the course while you are learning, and for a period afterwards. You cannot 'keep' the course, and it is not yours to sell or give to anyone else.

You may make copies of sections of the course as they appear if you need to while you are doing the course for your own use only. You may print for your personal use only as many pages of the course as are reasonable for your own private study purposes.

You may not change, copy (except as permitted above), reproduce, re-publish, upload, post, transmit or distribute in any way any part of the course. Any use of the course not permitted in these Terms and the terms and conditions of the Learning Agreement is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, or the copyright or other intellectual property rights of people who write courses for us.

Our rights to stop providing the services to you

We will make the course available to you via the VLE from enrolment until the earlier of;

- you tell your tutor or advisor, in writing, by email or by telephone that you have completed the course and no longer require access to the services or,

- 90 days after your Tutor marks the course as completed or achieved or,
- you do not answer tutor emails or calls to you, and/or you do not do any activity in your course, for a period of longer than 28 days while you are on the course (unless you have agreed a break with your tutor in advance) or,
- SR Education decides that your actions are unacceptable.

In any of the events above, we will withdraw your access to the course. If you wish to use the services after your access to the course has been withdrawn, you will need to enrol again.

We reserve the right to stop providing the services to you immediately if:

- you do not follow the way in which you are allowed to use the course and the Website; or
- you act in such a way as to threaten, intimidate or otherwise harass our staff or other learners; or
- if you are in receipt of funding from the ESFA, and you fail to comply with the requirements of the ESFA as described either on the Website or in the Learning Agreement or in information given to you by SR Education when you enrol.

If we exercise this right we will tell you by email or by your chosen route. We will then immediately withdraw your access to the course.

Complaints

If you are not satisfied with any aspect of the services, please speak to your Tutor Assessor, or contact us in the manner described in your Apprenticeship Handbook, or

You can contact us:

- by telephone on 0194920976
- Monday to Friday 9am to 5pm.
- by email at enquiries@srededucation.co.uk
- by post at:

Delivery Team, SR Education, Cromwell Court, Kneeton Road, East Bridgford, Nottinghamshire, NG13 8LP

Our liability to You

We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include (but are not limited to) events such as, fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

We are not liable for any data that you lose either as a result of accessing the course or during completion of any course on the VLE. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course, and all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us to you of the services, which is not otherwise excluded in these Terms and the terms and conditions of the Learning Agreement, (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid or is payable by you or on your behalf (regardless of the amount of any public funding for which you are eligible).

The exclusions and limitations of liability contained in these Terms, and the terms and conditions of the Learning Agreement, do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.

Privacy and data protection

We treat your privacy very seriously. The information that you provide to us when you enrol for a SR Education course or at any other time is subject to the SR Education's [Privacy Policy](#). Please read this. It sets out what information we collect, when we collect it, what we use it for, and who we can give it to. If you would like further details about the information we collect and how it is used, please ask your tutor. By using this Website you agree that you have understood and accept the terms of the Privacy Statement and the SR Education Use of Cookies.

When you started using the SR Education website and/or VLE, you selected what marketing information you wanted to receive. If you want to change these, please contact 0194920976, email data@sreducation.co.uk or post to DPO, SR Education, Cromwell Court, Kneeton Road, Nottingham NG13 8LP.

ESFA Privacy Notice 2017 to 2018

This privacy notice is issued by the Education and Skills Funding Agency (ESFA), on behalf of the Secretary of State for the Department of Education (DfE). It is to inform learners how their personal information will be used by the DfE, the ESFA (an executive agency of the DfE) and any successor bodies to these organisations. For the purposes of the Data Protection Act 1998, the DfE is the data controller for personal data processed by the ESFA..

How We Use Your Personal Information

Your personal information is used by the DfE to exercise its functions and to meet its statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009 and to create and maintain a unique learner number (ULN) and a personal learning record (PLR).

Your information may be shared with third parties for education, training, employment and well-being related purposes, including for research. This will only take place where the law allows it and the sharing is in compliance with the Data Protection Act 1998.

The English European Social Fund (ESF) Managing Authority (or agents acting on its behalf) may contact you in order for them to carry out research and evaluation to inform the effectiveness of training.

You can opt out from being contacted for other purposes by choosing a relevant option in the ESFA Contact Restriction fields which will be discussed with you when you register with SR Education.

Further information about use of and access to your personal data, and details of organisations with whom we regularly share data are available at:

<https://www.gov.uk/government/publications/esfa-privacy-notice>

Statistics

We and/or the approved service providers delivering and supporting your learning are also required to provide statistics to all of the government agencies mentioned under the heading 'Funding' and to the [Department for Business, Innovation and Skills](#), in order that they can carry out checks on our funding arrangements and our performance and for research and statistical purposes. This helps us, and our approved service providers, to maintain our funding. Where such information is supplied, it is provided in an aggregated manner so that whilst such authorities may be aware of, for example, the number, geographic location and sex of persons using SR Education, you cannot be personally identified from this information.

However, we may provide information that identifies you (your name, date of birth, address and postcode) to the Department of Work and Pensions so that they can check whether SR Education learners have progressed into employment and compile statistical information about such progression. You will not be identifiable from the statistical information compiled.

Contacting SR Education

You can contact us :

- by telephone on 0194920976
 - Monday to Friday 9am to 5pm.
- by email at data@sreducation.co.uk
- by post at:

Data Enquiry, SR Education, Cromwell Court, Kneeton Road, East Bridgford, Nottinghamshire, NG13 8LP

General

Subject to the terms of any agreement we conclude with you if you enrol on a SR Education course, we reserve the right to withdraw all or part of the VLE and/or Website at any time.

These Terms and the terms and conditions of the Learning Agreement are governed by and will be understood in accordance with English law. The contract between us is concluded in the English language. Any dispute arising between us under or in connection with these Terms and the terms and conditions of the Learning Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

These Terms, and terms and conditions of the Learning Agreement, constitute the entire agreement between us in relation to the provision by us to you of the Services, and they replace and supersede any prior arrangements between us in relation to the Services.

You acknowledge that you are not relying on any statement made by us or any of our representatives with regard to the Services other than those expressly set out in these Terms and the terms and conditions of the Learning Agreement. Nothing in this Paragraph shall exclude or restrict our liability for fraud or fraudulent misrepresentation.

The agreement between us which is comprised of these Terms and the terms and conditions of the Learning Agreement is not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The continued use of the Website following any changes to the Terms will mean that you accept such changes.

Table 1 Data protection notice to students	Specific Purposes	Legal basis
1.	Management of enquiries and communication of information about our services, events and activities	Consent to receive such communications
2.	Correspondence with prospect learners regarding the next steps in the application and enrolment processes	Necessary for the purpose of entering into a contract of study with learners
3.	Processing of applications for study and enrolment as a student	Necessary for the performance of a task in the public interest, namely the provision of education
4.	Administration of induction, registration of students on courses and transfers to new courses	Necessary for the performance of a task in the public interest, namely the provision of education
5.	Evaluation of assessments and other course work	Necessary for the performance of a task in the public interest, namely the provision of education
6.	Processing of safeguarding concerns to ensure the safety and wellbeing of our students	Legitimate purpose of ensuring the safety and wellbeing of our students
7.	Administration of external and internal student surveys	Consent from students who complete the surveys
8.	Administration of complaints, investigations and disciplinary proceedings concerning student misconduct	Necessary for performance of task in the public interest, namely education provision
9.	For research and statistical analysis into Learner Analytics	Legitimate purpose of analysing student data to help make informed decisions which can lead to improved student satisfaction, retention and attainment

Subject Access Request Form

You should complete this form if you want us to supply you with a copy of any personal data we hold about you. You are currently entitled to receive this information under the Data Protection Act 1998 (DPA) and will continue to be under the EU General Data Protection Regulation (GDPR), which comes into effect on 25 May 2018. We will also provide you with information about any processing of your personal data that is being carried out, the retention periods which apply to your personal data, and any rights to rectification, erasure, or restriction of processing that may exist.

We will endeavour to respond promptly and in any event within one month of the latest of the following:

- receipt of your written request; or
- receipt of any further information we may ask you to provide to enable us to comply with your request.

The information you supply in this form will only be used for the purposes of identifying the personal data you are requesting and responding to your request. You are not obliged to complete this form to make a request, but doing so will make it easier for us to process your request quickly.

SECTION 1: Details of the person requesting information

Full name:	
Address:	
Contact telephone number:	
Email address:	

SECTION 2: Are you the data subject?

Please tick the appropriate box and read the instructions which follow it.

YES: I am the data subject. I enclose proof of my identity (see below).
(please go to section 4)

NO: I am acting on behalf of the data subject. I have enclosed the data subject’s written authority and proof of the data subject’s identity and my own identity (see below).
(please go to section 3)

To ensure we are releasing data to the right person we require you to provide us with proof of your identity and of your address. Please supply us with a photocopy or scanned image (do not send the originals) of one of both of the following:

1) Proof of Identity

Passport, photo driving licence, national identity card, birth certificate.

2) Proof of Address

Utility bill, bank statement, credit card statement (no more than 3 months old); current driving licence; current TV licence; local authority tax bill, HMRC tax document (no more than 1 year old).

If we are not satisfied you are who you claim to be, we reserve the right to refuse to grant your request.

SECTION 3

Details of the data subject (if different from section 1)

Full name:	
Address:	
Contact telephone number:	
Email address:	

SECTION 4: What information are you seeking?

Please describe the information you are seeking. Please provide any relevant details you think will help us to identify the information you require.

Please note that if the information you request reveals details directly or indirectly about another person we will have to seek the consent of that person before we can let you see that information. In certain circumstances, where disclosure would adversely affect the rights and freedoms of others, we may not be able to disclose the information to you, in which case you will be informed promptly and given full reasons for that decision.

While in most cases we will be happy to provide you with copies of the information you request, we nevertheless reserve the right, in accordance with section 8(2) of the DPA, not to provide you with copies of information requested if to do so would take “disproportionate effort”, or in accordance with Article 12 of the GDPR to charge a fee or refuse the request if it is considered to be “manifestly unfounded or excessive”. However we will make every effort to provide you with a satisfactory form of access or summary of information if suitable.

SECTION 5: Information about the collection and processing of data If you want information about any of the following, please tick the boxes:

- Why we are processing your personal data
- To whom your personal data are disclosed
- The source of your personal data

SECTION 6: Declaration

Please note that any attempt to mislead may result in prosecution.

I confirm that I have read and understood the terms of this subject access form and certify that the information given in this application to National Records of Scotland is true. I understand that it is necessary for National

Records of Scotland to confirm my / the data subject's identity and it may be necessary to obtain more detailed information in order to locate the correct personal data.

Signed.....

Date

Documents which must accompany this application:

- **Evidence of your identity (see section 2)**
- **Evidence of the data subject's identity (if different from above)**
- **Authorisation from the data subject to act on their behalf (if applicable)**

Please return the completed form to:

Data Protection Officer
SR Education
Cromwell Court
Kneeton Road
Nottingham
NG13 8LP

Email: data@srededucation.co.uk

Telephone: 01949 20976

Correcting Information

If after you have received the information you have requested you believe that:

- the information is inaccurate or out of date; or
- we should no longer be holding that information; or
- we are using your information for a purpose of which you were unaware;
- we may have passed inaccurate information about you to someone else;

then you should notify our Data Protection Officer at once.

Request to Erase Personal Data

Section 1 – Applicant Details

Title (please tick one):	Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> Title (please state):
Forename(s):	
Family Name:	
Previous Family Name:	
Other name(s) known by:	
Date of Birth (dd/mm/yyyy):/...../..... Male <input type="checkbox"/> or Female <input type="checkbox"/>
Nationality:	
Place of Birth:	

Section 2 – Applicant Details

Current Address:	
Postcode	
Daytime Telephone No:	
Email Address:	
Previous Address:	
Postcode:	

Reference Links

Please note that the right to erasure does not provide an absolute 'right to be forgotten'. Under GDPR, SRE can refuse to comply with a request for erasure where the personal data is processed under one of the specific reasons outlined on the [ICO website](#)