

1 - About this policy

1.1 This is the Privacy Policy for Tutorfair Foundation, which details the types of personal information we collect, how and why we collect that personal information and how it is stored. This policy was reviewed and approved by Trustees on 1/7/2021 and is due for review on or before 1/7/2024.

2 - Key contact details

Tutorfair Foundation

63 Queensmill Rd
Fulham
London SW6 6JP

foundation@tutorfair.org
020 8064 2968

Andrew Ground

Chair of Trustees
andrew@tutorfair.org

Joss Serrailier

Foundation Director
joss@tutorfair.org

Mark Maclaine

Trustee
mark@tutorfair.org

Edd Stockwell

Trustee
ed@tutorfair.org

3 – Tutorfair Limited

3.1 Tutorfair Foundation and Tutorfair Limited are separate entities. However, Tutorfair Foundation processes some personal information from Tutorfair Limited with the express consent of its users.

3.2 The data is processed only within the secure environment and tools provided by Tutorfair Limited and is subject to a Data Processing Agreement between the two organisations. The data is used for the purpose of recruiting and managing volunteers who have created user profiles on Tutorfair.com

3.3 For more information about how Tutorfair Limited collects, stores and uses personal information please read their Privacy Policy. The remainder of this policy only refers to the personal information that Tutorfair Foundation collects independently of Tutorfair Limited.

4 - Tutorfair On-Demand

4.1 Information processed as part of *Tutorfair On-Demand (2017-2019)* was processed under a previous policy which can be found [here](#).

4.2 Personal information from this project has been securely archived in line with section 10 of this policy. Obligations from the previous policy remain intact, but the types of information collected has changed, as outlined below.

5 - uCheck

4.1 Volunteers will be required to submit information to uCheck in order to obtain a DBS Check. Information provided to uCheck will be subject to their privacy policy which can be found [here](#).

4.2 Tutorfair Foundation will process and store the Disclosure Number, Date of Issue and Result of DBS Checks undertaken by its volunteers as part of their application to Tutorfair Foundation.

6 - The types of personal information we collect

6.1 Tutorfair Foundation collects, stores and uses the following types of personal information:

- 6.1.1 Names of beneficiaries and responsible adults
- 6.1.3 Contact and location information about beneficiaries and responsible adults
- 6.1.4 Beneficiary demographic information including ethnicity, PP/FSM status and postcode
- 6.1.5 Names of beneficiaries' schools
- 6.1.6 Some information relevant to beneficiaries' academic history (including but not limited to prior attainment, working grades, target grades, current teaching topics, behavioural challenges, strengths and weaknesses, etc.)
- 6.1.7 Email addresses for members of staff at schools and partner organisations
- 6.1.8 Information relating to the DBS results for volunteers
- 6.1.9 Contact, location and qualification details of voluntary and paid staff

7 - How we collect personal information

7.1 Most of the personal information we process is provided to us directly to us by our tutors and our beneficiaries or their responsible adults.

7.2 We also receive personal information indirectly, from the following sources in the following scenarios:

- 7.2.1 Schools (when a beneficiary has been enrolled in one of our programmes by their school)
- 7.2.2 Youth Clubs (when a beneficiary has been enrolled in one of our programmes by their youth club)
- 7.2.3 Another charity or community organisation (when a beneficiary has been enrolled in one of our programmes by a charity or community organisation)

7.3 In the event that personal information is provided to us directly by our beneficiaries and/or their responsible adults, we are the controllers of that data and it is subject to the terms of this policy

7.4 In the event that personal information is provided to us by a responsible third party (as in 6.2.1-3) we are the processors of that data and it is subject to the Data Processing Agreement which can be found in the Appendix of this policy.

8 - Why we collect personal information

8.1 We use the information we collect in order to:

- 8.1.1 Make contact about lessons scheduled for beneficiaries
- 8.1.2 Make contact for safeguarding purposes
- 8.1.3 Make contact for the purposes of impact assessment

8.2 We may share information with your tutor(s) when appropriate in order to improve the quality and relevance of teaching.

8.3 We may share information with relevant Child Protection Authorities or other relevant third parties when required in the interest of personal or national security.

9 - Lawful bases for collecting personal information

9.1 Under the General Data Protection Regulation (GDPR), the lawful bases we rely on for processing this information are listed below. Information provided to Tutorfair Foundation by a third party is subject to a Data Processing Agreement which can be found in the appendix of this policy.

Data Category	Provided by	Legal Basis	Subject to DPA?
Names/email addresses of beneficiaries	Beneficiary/responsible adult	Consent	No
Names/email addresses of beneficiaries	School or other third party	Contractual Obligation	Yes
Names/email addresses of responsible adults	Beneficiary/responsible adult	Consent	No
Names/email addresses of responsible adults	School or other third party	Contractual Obligation	Yes
Names of beneficiaries' schools	Beneficiary/responsible adult	Consent	No
Information pertaining to beneficiaries' academic history, ethnicity, PP/FSM status, postcode	Beneficiary/responsible adult	Consent	No
Information pertaining to beneficiaries' academic history, ethnicity, PP/FSM status, postcode	School or other third party	Contractual Obligation	Yes
Email addresses for members of staff at schools and partner organisations	N/A	Legitimate Interest	No
Information relating to the DBS results for volunteers	uCheck	Contractual Obligation	Yes
Contact, location and qualification details of voluntary and paid staff	Voluntary and paid staff	Consent	No

10 - Storage of personal information

10.1 All personal information is securely stored on Google cloud servers. These servers are encrypted, and access is restricted to password-protected devices belonging to Tutorfair Foundation or Tutorfair Limited.

10.2 We retain personal information for a period of 5 years after the programme they are involved with ends. This timeframe allows for a reasonable period of retrospective access for the investigation of Safeguarding concerns.

10.3 Once this period elapses, data is disposed of by deletion (beyond use) or anonymisation for statistical purposes.

11 - Your data protection rights

11.1 Under data protection law, you have rights including:

- a) **Your right of access**; you have the right to ask us for copies of your personal information.
- b) **Your right to rectification**; you have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
- c) **Your right to erasure**; you have the right to ask us to erase your personal information in certain circumstances.
- d) **Your right to restriction of processing**; you have the right to ask us to restrict the processing of your personal information in certain circumstances.
- e) **Your right to object to processing**; you have the right to object to the processing of your personal information in certain circumstances.
- f) **Your right to data portability**; you have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.

11.2 You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you. Please contact us at foundation@tutorfair.org if you wish to make a request.

12 - How to complain

12.1 If you have any concerns about our use of your personal information, you can make a complaint to us at foundation@tutorfair.org.

12.2 You can also complain to the ICO if you are unhappy with how we have used your data.

Information Commissioner's Office

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Helpline number: 0303 123 1113

ICO website: <https://www.ico.org.uk>

13 - Signed

This policy has been reviewed and approved by Trustees on and is signed on their behalf by the Chair of Trustees.

Name: Andrew Ground

Position: Chair of Trustees

Signature: *Andrew Ground*

Date: 01 / 07 / 2021

Appendix - Data Processing Agreement for Tutorfair Foundation

A - About

The agreement sets out the basis on which the Tutorfair Foundation holds data on participants of its programmes; the Data Provider remains the controller of the data and Tutorfair Foundation will process it under the conditions set out below.

B - Parties

The parties to this agreement are:

a. Tutorfair Foundation registered address: 63 Queensmill Road, London, England, SW6 6JP

Company Number: 8087597

Registered Charity Number: 1157781 and,

b. "the Data Provider"

Organisation Name: _____

Organisation Address: _____

C - Scope of data

The Data Provider provides data on participants and/or potential participants of its Foundation programmes to the Tutorfair Foundation:

a. The data subjects include people nominated for participation in the Foundation's programmes, members of staff at the school or partner organisation.

b. The data include name, email address, phone number, school name, school year and academic information.

c. The purpose of sharing this data is so that the data subjects can be invited to participate in the Foundation's programmes and those programmes can be evaluated.

d. The processing required includes storage and other processing necessary: to invite the data subjects to participate in programmes; to provide technical support through the programme; to enable evaluation of the efficacy of the programme; and to make any disclosures in accordance with the Agreement, as compelled by law

D - Rights and obligations of the Data Provider

a. The Data Provider remains the data controller of the data on participants.

b. The Data Provider agrees they are legally entitled to provide the data for this purpose. Data Provider is responsible for accuracy and quality of the data.

E - Conditions of processing

Tutorfair Foundation will process it on their behalf and subject to the following conditions:

- a. Tutorfair Foundation will not process the data without written instructions from the Data Provider;
- b. by this agreement the Data Provider gives written instructions to Tutorfair Foundation to process the data for the purpose of inviting the data subjects to participate in and benefit from the Foundation's programmes;
- c. Tutorfair Foundation will take all reasonable and relevant technical and organisational measures to ensure the security of data processing and protect the data from loss or unauthorised access;
- d. Tutorfair Foundation will provide access to the Data Provider and any users they nominate to view their data and see the history of participation in programmes by any and all data subjects;
- e. Tutorfair Foundation will not disclose the data to any third parties apart from its employees acting under a duty of confidentiality or agents and sub-processors acting under a GDPR compliant Data Processing Agreement;
- f. Tutorfair Foundation will provide reasonable assistance to the Data Provider in the event of any data breach in meeting their GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- g. Tutorfair Foundation will inform the Data Provider in the event of any data breach affecting the data; or any data subject requests;
- h. Tutorfair Foundation will delete the data within 1 month if requested by the Data Provider, at any point until tuition has been commenced;
- i. Tutorfair Foundation will delete / anonymise the data after 5 years without any further request by the Data Processor;
- j. Tutorfair Foundation, subject to the confidentiality obligations in this agreement, will make available to the Data Provider, information regarding compliance with the obligations set forth in this DPA in the form of the third-party certifications and audits. The Data Provider may contact the Tutorfair Foundation to request an onsite audit of procedures relevant to the protection of Personal Data, but only to the extent required under applicable Data Protection Law. The Data Provider shall reimburse Tutorfair Foundation for any time expended for any such on-site audit at rates, which shall be made available upon request. Before any such on-site audit, the parties shall mutually agree upon the scope, timing, and duration of the audit, in addition to the reimbursement rate for which Data Provider will be responsible. All reimbursement rates shall be reasonable, taking into account the resources required. The Data Provider will promptly notify Tutorfair with information regarding any non-compliance discovered during the course of an audit, and Tutorfair Foundation will use commercially reasonable efforts to address any confirmed non-compliance.
- k. Tutorfair Foundation will inform the Data Processor immediately if it is asked to do something infringing the GDPR or other relevant data protection law.

F - Sub-processors

The Data Provider agrees that Tutorfair Foundation may appoint sub-processors to process the data.

a. The Data Provider approves as sub-processors, Salesforce EMEA Ltd, AWS (Europe) Ltd, Google UK Ltd and Tutorfair Ltd.

b. Tutorfair Foundation will ensure that all such processing is done subject to a Data Processing Agreement meeting the requirements of data protection law.

c. The Data Provider agrees that new sub-processors may be appointed by Tutorfair Foundation, provided that Data Provider has been notified in advance. Should the Data Provider have reasonable grounds to object to the new sub-processor, and Tutorfair Foundation is not reasonably able to change the processing proposed, then the participation of all Data Subjects related to that Data Provider will cease within 30 days.

d. Tutorfair Foundation will provide a list of sub-processors on request by email.

G - Agreement

These conditions were agreed on behalf of the parties by:

Joss Serrailier, Foundation Director, acting for Tutorfair Foundation on 17/6/2021.