



DATA PROTECTION POLICY

Ember Learning Ltd

Document Reference:	EL-DPP-001
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Status:	Adopted

1. PURPOSE AND SCOPE

This policy sets out how Ember Learning Ltd, and everyone engaged to deliver its teaching and mentoring services, must handle personal data. It applies to all information processed in connection with the Services, including safeguarding records, and sits alongside the Data Processing Agreement (EL-DPA-001), which governs Ember's contractual obligations to commissioning Local Authorities, schools, and other organisations. Where a rule already exists in another Ember policy, this policy points to it rather than repeating it.

This policy also serves as Ember Learning's Appropriate Policy Document under Schedule 1, Part 4 of the Data Protection Act 2018, required wherever the Company relies on the substantial public interest conditions to process special category data.

This policy applies to:

- All Company directors
- All self-employed teachers, mentors, and associates
- Any other person acting on behalf of Ember Learning Ltd in any capacity

2. WHAT DATA WE HOLD

In the course of delivering teaching and mentoring, Ember Learning and the people it engages process personal data about students and mentees, including names, year group and referring school, session attendance and engagement, and session recordings made for safeguarding purposes. Where provided, this also includes special category data: Education, Health and Care Plans (EHCPs), health or disability information, and records created where a safeguarding concern is identified. The full categories, purposes, and legal basis for this processing are set out in the Data Processing Agreement (EL-DPA-001), clauses 2.4 to 2.6. This policy explains how that data is handled and protected day to day.

3. OUR LEGAL BASIS FOR SPECIAL CATEGORY DATA

Ember Learning processes special category data under Article 9(2)(g) UK GDPR (substantial public interest), relying on Schedule 1, Part 2 of the Data Protection Act 2018: paragraph 18 (safeguarding of children and individuals at risk) and paragraph 6 (statutory purposes). Where an individual is aged 18 or over, processing is additionally justified under the adult safeguarding

provisions of the Care Act 2014. These conditions are also recorded in the Data Processing Agreement (EL-DPA-001), clause 2.4.

4. HOW WE COMPLY WITH THE DATA PROTECTION PRINCIPLES

Personal data is only collected and used for the purposes set out in the Data Processing Agreement (EL-DPA-001). Access to any record is limited to the people who need it to carry out their role. Special category data is never used for a purpose beyond delivering the Services and meeting our safeguarding duties, and is never processed by an automated or AI-based system. Records are deleted once they are no longer needed, in line with Section 6 of this policy.

Data protection is not a reason to withhold information where sharing it is necessary to safeguard a child or vulnerable adult: if in doubt about whether it is appropriate to share information, ask the DSL or Deputy DSL rather than default to non-disclosure.

5. WHERE SENSITIVE DOCUMENTS LIVE

Source documents containing special category data, including EHCPs, health or disability information, and safeguarding records, arrive by email to the DSL or Deputy DSL. On receipt:

- The document is transferred into the Sensitive Information folder, accessible only to the DSL and Deputy DSL, and kept outside the reach of any AI tool connected to Ember Learning's other systems.
- The original email is deleted once the transfer is complete.
- The document itself is never forwarded, downloaded to a personal or shared device (including the DSL's or Deputy DSL's own computer), or uploaded to the Platform.

Only the specific information a Teacher Associate or DSL needs to carry out their duties, not the source document itself, is entered onto the Platform by the DSL or Deputy DSL. This is what a Teacher Associate sees and works from. A Teacher Associate never receives, downloads, or stores a copy of a source document.

This is what gives effect to a commitment already made to Commissioners in the Data Processing Agreement (EL-DPA-001), clause 2.4: that EHCPs are never processed through an automated or AI-based system.

6. HOW LONG WE KEEP THINGS

- Session recordings: retained and deleted in line with the Session Recording Policy (EL-SRP-002), six months as standard, extended to a minimum of eight years after a safeguarding investigation or legal proceedings concludes.
- Other student and mentee records (safeguarding notes, attendance and engagement data, and the information drawn from source documents onto the Platform): retained for six months after a student or mentee's engagement with Ember ends, so that a query from a referring school or Commissioner can still be answered. Where a safeguarding concern involving that person is still open, or a statutory body has directed otherwise, the same extended retention as the Session Recording Policy applies.

- Source documents held in the Sensitive Information folder: retained only for as long as needed to deliver the Services, and returned or deleted at the Controller's instruction on termination of the Service Agreement, in line with the Data Processing Agreement (EL-DPA-001), clause 12.

7. IF SOMEONE ASKS TO SEE OR DELETE THEIR DATA

If a student, mentee, parent, or carer asks what personal data Ember holds about them, or asks for it to be corrected or deleted, do not respond to the request yourself. Pass it to a Company Director immediately. The Data Processing Agreement (EL-DPA-001) requires the Commissioner to be notified within five working days, so a prompt handover matters.

8. IF SOMETHING GOES WRONG

A data breach is not always a hack. It is any accidental or unauthorised loss, disclosure, or access to personal data, for example sending an email or a recording link to the wrong person, losing a device with student information on it, or realising a document has gone somewhere it shouldn't. If you suspect any of this has happened, however small it seems, report it to a Company Director immediately. The Data Processing Agreement (EL-DPA-001) commits Ember to notifying Commissioners within 24 hours and, where required, the ICO within 72 hours, so an immediate report on your part is what makes that possible.

9. SELF-EMPLOYED ASSOCIATES

Self-employed teacher and mentor associates are engaged as Sub-processors under the Data Processing Agreement (EL-DPA-001), clause 5.2, and are already bound by contractual obligations equivalent to Ember's own. This policy is how those obligations apply in practice, day to day.

10. TRAINING AND REVIEW

All personnel who process personal data receive data protection training annually, in line with the Data Processing Agreement (EL-DPA-001), clause 7.1. This policy is reviewed annually by the Company Directors, and sooner following any significant incident or change in how Ember operates.

Policy Owner:	Jack Bradley, Director & Designated Safeguarding Lead
Date Adopted:	1 September 2026
Next Review Due:	1 September 2027 (or earlier if a trigger event occurs)
Approved by:	Jack Bradley, Director, 1 September 2026