

South East Training

Privacy Statement – April 2018

General

1. South East Training will only collect and retain personal data that is essential to carrying out our function as a Learning and Development Consultancy. We will process and retain that data only for the lawful basis specified. In most cases, the lawful basis will be to meet contract requirements.
2. Personal data will be shared only with those individuals and organisations necessary to meet our contractual requirements and will not be shared with any other third parties without your express permission.
3. Where the purpose for collecting and retaining personal data falls outside contractual requirements, for example, for quality assurance, marketing or promotional purposes, we will ask for your clear and explicit consent.
4. Personal data that we have collected and retained for contractual purposes and no longer require for the continued delivery or promotion of our services will be deleted or destroyed as soon as it is no longer required.
5. Personal data that we have collected and retained for non-contractual purpose shall be used only for the purpose for which we gained your clear and explicit consent. If that purpose changes, we shall seek a new consent from you.

Your rights

6. You have the right to be informed of and have access to the personal data we hold about you. You also have the right to ask us to rectify any incorrect data and, where there is no compelling reason for us to retain the data, to request its erasure.
7. Where we are obliged to retain your personal data for contractual or legal reasons, you have the right to request a restriction on processing.
8. You have the right to ask us to provide electronically stored personal data in a format that can be readily accessed by other technological means.
9. You have the right to object to our processing of your data that has been collected for non-contractual purposes such as quality assurance, marketing or promotional purposes.
10. You have the right to complain to the Information Commission's Office (ICO) if you are unhappy with the way we are processing your data.

Clients

11. We collect and retain contact data for client personnel for the express purpose of responding to requests for quotations and for carrying out work under contract.
12. On completion of any contract we retain contact data to facilitate:
 - a. Requests from clients for further quotes or provision of services
 - b. Requests to clients for references to help secure contracts with other clients
 - c. The provision of information on related services or products that may be of interest to our client.
13. Contact data is deleted or destroyed five years after the last contact with a client or on request from a client under their right for data to be erased.
14. Contact data relating to financial transactions are retained for the minimum period specified by HMRC for the retention of financial accounts.

Course Participants

15. We collect and retain the names, functions and contact details of participants attending our training courses for the following purposes:
 - a. Notifying the client of participants' attendance
 - b. Providing certificates of attendance when required by the client
 - c. Providing information about related products or services that may be of interest to the individual, but only where clear and explicit consent has been given.
16. Contact data is deleted or destroyed within five years of the last contact with a participant or on request from a participant under their right for data to be erased.
17. On some events, we ask participants to evaluate the provision of our services through completion of an end of course evaluation form. Provision of name and contact details is optional. We collect this data so that we may:
 - a. Respond to individuals who have specific concerns or comments that we feel require follow-up
 - b. Provide the individual with information about related products or services that may be of interest to them, but only if clear and explicit consent has been given
 - c. Use their comments for promotional purposes, but only where clear and explicit consent has been given.
18. On some programmes, we ask participants to rate their knowledge and skills both prior to and following events so we can observe the shift. This data is amalgamated with data from other participants attending the same event or series of events, and anonymised. The raw individual data is destroyed once it has been processed in this way.
19. At the start of every event, we agree the boundaries of confidentiality relating to the attitudes, performance and behaviours displayed by participants attending the event. Whilst the South East Training facilitator will honour the agreement for confidentiality in general, the facilitator has a duty to report to the client and/or South East Training any incident that fits into one or more of the following categories:
 - a. Where there is a legal imperative to act on the knowledge
 - b. Where there is a breach of the organisation's policies for behaviour
 - c. Where the facilitator has been obliged to curtail or otherwise alter the programme because of the behaviour or performance of one or more of the participants
 - d. Where a participant has self-elected to leave the event early or has otherwise disengaged from the learning process.

20. Personal notes taken by the facilitator that may contain personal details of participants will be destroyed once an event or programme of events has concluded and there is no longer any reason for the facilitator to retain the information under the current contract.

Coaching Clients

21. We collect and retain the names and contact details of those who are involved in our coaching programmes so that we may:
 - a. Contact participants to arrange sessions
 - b. Notifying the client of participants' attendance
 - c. Providing information about related products or services that may be of interest to the individual, but only where clear and explicit consent has been given
22. Contact data is deleted or destroyed 5 years after the last contact with a coaching client or on request from a coaching client under their right for data to be erased.
23. Issues of confidentiality and what information can be shared with the coaching client's line manager and/or South East Training is covered by a Coaching Contract signed by the coaching client, their line manager and the coach. In general, the coach would only share information with the line manager or South East Training:
 - a. Where there is a legal imperative to act on the knowledge
 - b. Where there is a breach of the organisation's policies for behaviour
 - c. Where the facilitator has been obliged to curtail or otherwise alter the coaching programme at the request of or because of the behaviour of the coaching client
 - d. Where a participant has self-elected to leave the programme early or has otherwise disengaged from the learning process.
24. At the end of each coaching session, we ask the coaching client to evaluate their progress against their coaching goals, to what extent they have been supported and challenged by the coach and their commitment to continuation of the coaching programme. This is primarily so the coach can assess and demonstrate progress but it is shared with South East Training so it can be amalgamated with data from other participants on the same programme, and anonymised. The raw individual data is destroyed once it has been processed in this way.
25. Notes taken by the coach that may contain personal details of the coaching client are destroyed once the coaching programme has concluded and there is no longer any reason for the coach to retain the information under the current contract.
26. Where coaching clients are the subject of online surveys, e.g. 360-degree surveys, or psychometric reports, the data is used by a coach assigned to the programme to provide structured feedback and recommend development action. Copies of the reports are provided to the individuals. Anonymised copies of the reports are shared with South East Training for the purpose of amalgamation with data from other participants on the programme for group diagnostic and assessment purposes. Individual reports are destroyed after use in this way.

Suppliers

27. Suppliers are broadly defined by the following groups:
 - a. Associate consultants and actor/facilitators who are currently working with South East Training and have signed a current 'associate contract'
 - b. Associate consultants who have a historical connection with South East Training but have not worked for the organisation within the last five years
 - c. Associate consultants who have connections with South East Training through some form of collaboration, but who have not worked for the organisation.
28. Suppliers' contact details are collected and retained so that South East Training can:
 - a. Ascertain their interest, availability and suitability for inclusion in tenders for work and for the delivery of services
 - b. Provide updates on developments within South East Training for promotional purposes
29. Supplier contact data is deleted or destroyed on request from a supplier under their right for data to be erased, unless South East Training is legally required to retain the data.
30. Supplier contact data relating to financial transactions are retained for the minimum period specified by HMRC for the retention of financial accounts.
31. Sensitive personal data held by South East Training about suppliers in order to tender for work may include:
 - a. Employment and career history, and academic and professional achievements (CV)
 - b. Feedback from clients, participants and coaching clients
 - c. References from previous employers and previous clients

Permission for use of this data in this way is explicitly provided by the supplier signing the associate contract. Signing the associate contract makes an explicit statement that the supplier has the consent of their clients and previous employers to use feedback and reference data in this way. The Permission can be revoked at any time under the supplier's right for data to be erased.

32. Sensitive personal data held by South East Training to meet contractual conditions may include:
 - a. Disclosure Certificates or other forms of security clearance
 - b. Professional indemnity and public liability insurance certificates

Permission for the collection and retention of this data is explicitly provided by the supplier signing the associate contract. The Permission can be revoked at any time under the supplier's right for data to be erased.

33. Sensitive personal data held by South East Training for quality assurance purposes may include:
 - a. Employment and career history, and academic and professional achievements (CV)
 - b. Feedback from clients, participants and coaching clients

Permission for the collection and retention of this data is explicitly provided by the supplier signing the associate contract. The Permission can be revoked at any time under the supplier's right for data to be erased.

Contacting South East Training

34. If you wish to contact South East Training about your data held by us, please contact us at:

South East Training
Data Controller
228 Dyke Road
Brighton
BN1 5AE

Or via email at:

data@southeasttraining.co.uk