

By Using this Website You accept the terms of this Privacy Statement and Our Copyright Notice. The definitions used have the same meaning as in Our Standard Terms and Conditions unless indicated otherwise. Specifically, 'You', 'Your', and 'Yourself' in this Privacy Statement refer to any user of Our Website. In this Statement, singular words shall include the plural and vice versa.

1. Introduction

1.1 This Privacy Statement explains how We collect and use information from Our Website and information in connection with the Programmes featured on Our Website, including information provided by You in any format in progressing through Our processes and, if applicable, Our learning Programmes.

1.2 Please note that You can visit most areas of this website without telling Us who You are or revealing any information about Your organisation or Yourself.

1.3 Some information about Your visit will be captured and stored automatically, but this will not identify You. Such information is used in a depersonalised form to provide demographic data, browsing patterns, and similar aggregate analyses to help Us improve Our services. For example, the data collected may relate to:

- the internet domain and IP address from which You accessed the Website
- the type of browser and operating system You use
- the date and time of Your visit
- the pages You visit.

1.4 Our Website, products, and services are not intended for children under 13 years of age. We neither knowingly solicit nor collect personal information from or about children.

2. Your Privacy

2.1 We are committed to protecting Your privacy and will only use the information We collect lawfully and in accordance with Our registration as a data controller under the Data Protection Act 1998.

2.2 We will not divulge Your information to any third parties for marketing purposes, except third parties directly associated with Us and the Programmes.

2.3 We process personal information collected via this Website, by telephone, and/or in writing for the purposes of:

- 2.3.1 processing applications for registration on or assessment of the Programmes (including formal registration with the Awarding Body where applicable)
- 2.3.2 meeting Our obligations as set out in Our Standard Terms and Conditions and/or in any special Offer Terms and Conditions that may be adopted by Us from time to time
- 2.3.3 providing registered Students and their Sponsors with the best possible services, including service, progress, and product information, offers, and announcements
- 2.3.4 providing Students and their Sponsors as defined in any Offer Terms and Conditions adopted by Us with the best possible services, including service, progress, and product information, offers, and announcements
- 2.3.5 answering enquiries and/or complaints
- 2.3.6 obtaining any relevant professional advice
- 2.3.7 monitoring equal opportunities in connection with the Programmes as a basis for statistical analyses and reports; any statistical results and/or reports will be in a depersonalised form.

3. The Qualification Registration Process - Personal Information

3.1 Personal information need only be entered on this website when a decision has been made by a Sponsor to register one or more applicants on a Programme.

3.2 By sending Us information about a Student or an applicant wanting to become a Student via the Online Registration Form or otherwise, the Sponsor confirms that each such Student and/or applicant has agreed to the release of the information and that it may be used by Us in accordance with clause 2.

3.3 The type of information We collect about applicants for registration purposes includes: full name, work department, and email address.

3.4 We also collect name and contact information about officers applying to register applicants on behalf of Sponsors and by sending Us such information the Sponsor confirms that it may be used by Us in accordance with clause 2.

4. Students Registered with Us for the Qualification

4.1 All registered Students are requested to complete a personal profile as part of the Introduction to the Programme. No information on the profile will be disclosed to anyone other than in accordance with clause 2.

4.2 The type of information requested on the profile includes: personal identifiers, work and study related data, age, gender, and ethnic origin information.

4.3 Most of the information listed in clause 4.2 is by way of additional background to enable tutors and others directly concerned with a Student's learning to better relate to the Student's needs, including their work situation. Name, age, and gender information is specifically required in order to register Students with the Awarding Body. Sensitive information (such as ethnic origin) is requested in order that We may monitor equality of opportunity for the Programmes, for example, in providing summary information to the Awarding Body.

4.4 Each registered Student is free to decide the extent of the personal data they wish to include on their profile, provided that the information needed to complete the registration process with the Awarding Body is entered (currently: name, date of birth, and gender). Any personal information given in the profile or elsewhere in the course of a Programme is confirmation of the Student's consent to Our processing all or any such personal data in accordance with this Privacy Statement.

4.5 During the Registration Period we may collect name and contact information about individuals employed by or connected with the

Sponsor where this is relevant to the Student's progress through the Programme. By the Sponsor and/or the Student sending such information to Us the Sponsor confirms that it may be used by Us in accordance with clause 2.

5. Students and Sponsors (where Offer Terms and Conditions apply)

5.1 By sending Us information about a Student or an applicant wanting to become a Student via the Online Registration Form or otherwise, the Sponsor confirms that each such Student and/or applicant has agreed to the release of the information and that it may be used by Us in accordance with clause 2.

5.2 We also collect name and contact information about officers applying to register applicants on behalf of Sponsors and by sending Us such information the Sponsor confirms that it may be used by Us in accordance with clause 2.

5.3 All Students participating in any assessment of the Programme are requested to complete a personal profile as part of the Introduction to the Programme. By sending Us personal information in connection with the profile or otherwise during the Access Period the Student confirms that the information may be used by Us in accordance with clause 2.

5.4 The type of information requested on the profile is indicated in clause 4, paragraph 4.2.

5.5 Clause 4, paragraphs 4.3 and 4.4 shall apply to Students participating in an assessment of the Programme in so far as the provisions relate to uses and processes other than registration with the Awarding Body.

5.6 During the Access Period we may collect name and contact information about individuals employed by or connected with the Sponsor where this is relevant to the Student's progress through the Programme or any part thereof. By the Sponsor and/or the Student sending such information to Us the Sponsor confirms that it may be used by Us in accordance with clause 2.

6. Third parties

6.1 To achieve the purposes set out in this Privacy Statement We may need to disclose personal information to others. This includes (but is not limited to) disclosing information about Students and Sponsors (including Students and their Sponsors as defined in any Offer Terms and Conditions adopted by Us) to tutors, assessors, Our agents, professional advisers, internal verifiers, and to authorised representatives of the Awarding Body. Communications between any students and tutors/assessors may be monitored and/or reviewed for quality control purposes.

7. Links

7.1 Our Website contains links to other websites where necessary. We are not responsible for the privacy policies of other websites and We advise You to read the Privacy Statement of every website that collects personal information from You. In all respects Your use of third party websites is at Your own risk.

8. Protecting Your personal information

8.1 As a registered data controller, We take appropriate technical measures to protect personal information including making a regular backup of Our system and data. We have security measures in place to help ensure that any personal information We collect is secure.

8.2 It is important that You are fully aware that data transmission over the Internet, which includes electronic mail, cannot be guaranteed to be completely secure. By using it, You agree that any personal information sent to Us by You and/or from Us to You is sent at Your own risk and that We shall not be held liable for any loss or misuse by third parties.

9. Retaining personal data

9.1 We retain personal data for the period necessary for Us to fulfil the purposes for which We collected it. These purposes include (but are not limited to) the needs of the Programme (including assessment and verification procedures), legal requirements, and to enforce or defend legal claims.

9.2 We do not guarantee to retain information sent to Us in connection with a Programme or otherwise beyond a reasonable period of time, for example, We may delete at Our option: enquiries, messages sent by any students to tutors, and online records of learning experiences.

10. Cookies

10.1 Cookies are small text files that are sent to Your Internet browser by a web server and (normally) stored on Your Computer's hard disk. Any cookies used on Our Website are intended to reduce the number of times You have to type in the same or similar data and are not otherwise intended to collect personal information.

10.2 Your Computer may or may not be set up to enable cookies. Where cookies are enabled, You can disable them at Your option by changing the settings on Your browser. It is Your responsibility to enable and/or disable cookies and You shall be liable for all actions that result. You should be aware that where cookies are disabled, the functionality of Our Website, including the user name and password functionality that gives access to the Learning Material, will be seriously impaired.

11. Your rights

11.1 You have the right to ask for a copy of all the information We hold about You (We will charge You a small fee for this) and to correct any inaccuracies. Your responsibility for keeping personal data up-to-date is set out in Our Standard Terms and Conditions or any Offer Terms and Conditions adopted by Us as applicable. To obtain a copy of the information We hold about You, please contact Us. No data will be disclosed until We have authenticated Your identity.

11.2 You have the right to opt out of receiving information We may send in connection with marketing purposes. Please contact Us so that We can update Our records.

12. Reserved rights

12.1 We reserve the right to access and disclose individually identifiable information in order:

12.1.1 to comply with applicable laws and lawful government requests

12.1.2 to operate Our systems properly in accordance with the terms of Our registration under the Data Protection Act 1998, Our Standard Terms and Conditions, and/or any Offer Terms and Conditions adopted by Us

12.1.3 to protect Ourselves, Our Students, and Sponsors as defined in Our Standard Terms and Conditions and/or any Offer Terms and Conditions adopted by Us

12.2 We reserve the right to change this Privacy Statement from time to time. Your use of Our Website is Your acceptance that You will have been sufficiently notified of any changes by Our updating the 'Effective date' shown at the foot of this Statement. You should note and be aware that any personal information We collect and maintain will be subject to the prevailing version of this Privacy Statement. Therefore, You are advised to make sure that You periodically review this Privacy Statement.