



PRIVACY NOTICE

2025-26



DELIVERING EXPERTISE • EMPOWERING LEADERS • DRIVING IMPROVEMENT

1. Background

This policy explains when and why we collect personal information about you, how we use it, the conditions under which we may disclose it to others, how we keep it safe and secure and your rights and choices in relation to your information.

Any questions regarding this policy and our privacy practices should be sent by email to office@bep.education

2. Who are we?

We are BEP. BEP is a charity that specialises in providing support for schools and the education community by developing specialist, bespoke products, services and events that respond directly to the priorities of schools, Headteachers, teachers, and young people in Birmingham and beyond.

3. How do we collect information from you?

Information you give us directly For example, we may obtain information about you when you take part in one of our events, make a donation, apply to volunteer for us, purchase products and services or when you visit our website or register to receive one of our weekly newsletters. When you visit our website, for example we collect information about pages you visit and how you navigate the website, i.e. length of visits to certain pages, products and services you viewed and searched for. We collect and use your personal information by using cookies on our website – more information on cookies can be found under the 'Privacy and Cookies Policy'.

Social Media

When you interact with us on social media platforms such as Facebook, X (formerly called Twitter) or LinkedIn, we may obtain information about you (for example, when you publicly tag us in an event photo). You can manage the information we receive via the privacy preferences you have set on those platforms.

Public Information

We utilise information from publicly available sources such as annual reviews, corporate websites, public social media accounts and Department of Education records.

4. What type of information do we collect from you?

The personal information we collect, store and use might include:

- your name and contact details (including postal address, email address and telephone number);
- your date of birth;
- Images which include photographs, digital photographs, film and video recordings;
- information about your activities on our website and about the device used to access it, for instance your IP address and geographical location; and
- any other personal information shared with us.

Data protection laws recognise certain categories of personal information as sensitive and therefore requiring greater protection, for example information about your health, ethnicity and religion. We do not usually collect sensitive data about you unless there is a clear and valid reason and data protection laws allow us to do so. Where appropriate, we will make it clear why we are collecting this type of information and what it will be used for.

5. How and why is your information used?

We may use your information for a number of different purposes, which include:

- providing you with the services, products or information you asked for;
- processing orders that you have submitted;
- carrying out our obligations under any contracts entered into between you and us;
- keeping a record of your relationship with us;
- conducting analysis and market research to better understand how we can improve our services, products or information;
- seeking your views or comments on the services we provide;
- notifying you of changes to our services;
- supporting our marketing and publicity campaigns via social media, website, press releases, books, papers and display materials at conferences and shows.
- sending you communications which you have requested and that may be of interest to you. These include newsletters and information about campaigns and activities and promotions of goods and services; and
- processing grant or funding applications.

6. How long we will keep and store your data?

All data is stored securely and will not be held for any longer than is necessary for the purposes for which it was collected, unless we are legally required to do so.

7. Who has access to your data?

Staff will only have access to personal data and information that is relevant to their roles or work they are involved with. We do share personal information with our third party suppliers and agents who act on our behalf in the delivery of our products and services. This is on a need to know basis and does not include the provision of sensitive information.

We do not share information to third parties for marketing purposes, unless you have requested us to do so, or we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime.

8. Data Subject rights

Under UK data protection law, you have certain rights over the personal information that we hold about you. Here is a summary of the rights that we think apply:

• Right of Access

You have a right to request access to the personal data that we hold about you. You also have the right to request a copy of the information we hold about you, and we will provide you with this unless legal exceptions apply.

If you want to access your information, please send a description of the information you would like to see and proof of your identity by post to the address provided in section 1.

- **Right to have your inaccurate personal information corrected**

You have the right to have inaccurate or incomplete information we hold about you corrected. The accuracy of your information is important to us so if you change email address, or if you believe any of the other information we hold is inaccurate or out of date, please contact us via email or post (see below). Alternatively, you can telephone 0121 285 0924.

- **Right to restrict use**

You have a right to ask us to restrict the processing of some or all of your personal information if there is a disagreement about its accuracy, or if we are not lawfully allowed to use it.

- **Right of erasure**

You may ask us to delete some or all of your personal information and in certain cases, and subject to certain exceptions, we will do so as far as we are required to. In many cases, we will anonymise that information, rather than delete it.

- **Right for your personal information to be portable**

If we are processing your personal information (1) based on your consent, or in order to enter into or carry out a contract with you, and (2) the processing is being done by automated means, you may ask us to provide it to you or another service provider.

- **Right to object**

You have the right to object to processing where we use your personal information. To do this please contact us by either telephone, email or in writing to the address below. If you want to exercise any of the above rights, please email us at office@bep.education or write to the Privacy Officer, BEP, C/O Adderley Nursery School, 1 St Saviours Rd, Birmingham, B8 1HN. We may be required to ask for further information and/or evidence of identity. We will endeavour to respond fully to all requests within one month of receipt of your request; however, if we are unable to do so we will contact you with reasons for the delay.

Please note that exceptions apply to a number of these rights, and not all rights will be applicable in all circumstances. For more details we recommend you consult the guidance published by the UK's Information Commissioner's Office.

6.2. Conferences, events, and other ticketed activities.

6.2 a. The following cancellation charges will apply in the event of cancellation, to cover BEP's reasonable costs and expenses incurred in relation to the cancellation:

| Days cancelled prior to event | % charge of total cost |
|--|------------------------|
| 14 working days or more | Nil |
| 13 to 8 working days | 50% |
| 0 to 7 working days | 100% |
| Cancellation due to an Ofsted visit | Nil |
| Non-attendance of chargeable events | 100% |
| Non-attendance of free to attend digital event | Nil |

6.2 b As per clause 3.1c, no refunds will be due for any cancellations of these tickets except for those cancellations that relate to notification of an Ofsted visit or by prior agreement.

7. Force majeure

7.1 Neither party shall be in breach of this Order or otherwise liable for any failure to fulfil its obligations if such failure results from events, circumstances or causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, strikes, or terrorism.

7.2 In these circumstances the affected party shall notify the other as soon as possible and will endeavour to find a mutually convenient date and time to reschedule. Where this is not possible a full refund will be provided.

8. Confidentiality and Data Protection

8.1 In the course of the provision of the Services each party may have access to confidential information (whether recorded in writing or on computer disk or in any other manner) of the other party regarding their affairs pupils, staff, customers and business associates.

8.2 During the provision of the Services and after cessation of such provision, each party shall not disclose, divulge or communicate directly or indirectly to any third party any such Confidential Information without the other party's prior written consent.

8.3 Each party may disclose the other party's confidential information:

a. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and

b. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.4. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Order.

8.5. All information processed under this Agreement shall be dealt with in accordance with BEP's Data Protection policies and any guidance from the Information Commissioner's Office on information sharing, the Data Protection Act 2018 and compliance with the GDPR and the Freedom of Information Act 2000.

9. Copyright and Intellectual Property

9.1 All Intellectual Property Rights in all reports, documents produced by BEP in the performance or provision of the Products or Services and in any continual professional development (CPD) sessions or other training events hosted by BEP, including digital recordings captured of such CPD sessions and training events, shall remain vested with the Company or External Delivery Partner.

9.2 Any Products or Services, CPD sessions or training events which the Customer shall purchase, may only be reproduced for non-commercial or training purposes on condition that the school, organisation or individual using it has purchased the Product or Service or because that school, organisation or individual has been granted authorisation to use this material by BEP or by special agreement with BEP. For the avoidance of doubt, Products or Services, CPD sessions or training events (or recordings thereof) may not be passed-on, resold, amended or delivered to a third parties (either for commercial or non-commercial purposes) who have neither purchased the Product or Service, CPD session or training event, from BEP on its behalf or had the written permission of either party BEP Learning to use it.

9.3 Customers are prohibited from the use, re-use, reproduction of and storage of any digital recordings of any CPD sessions or training events relating to the Service Level Agreement Subscription, without prior agreement.

9.4 Background IPR: Each party retains ownership of its pre-existing intellectual property (IPR). Where necessary for service delivery, each party grants the other a non-exclusive licence to use its Background IPR for the term of the Agreement.

9.5 Foreground IPR: Unless stated otherwise:

- All Foreground IPR created during the Services belongs to BEP (or its licensors)
- BEP grants Client a non-exclusive, royalty-free licence during the Agreement term to use the Foreground IPR internally (without modification or sub-licensing).

- Any Client-acquired Foreground IPR or improvements to BEP's Background IPR are automatically assigned to BEP, and Client must assist in perfecting this assignment.
- Client must not remove proprietary notices from the Services or copies.

9.6 IPR Warranty: Each party warrants that use of its Background IPR by the other will not infringe third-party rights.

9.7 IPR Infringement: If a third-party claim arises, BEP may, at its cost:

- Obtain continued use rights,
- Replace/modify the infringing part (with no loss in functionality or added cost), or
- Terminate Client's rights and refund unused fees.

9.8 IPR Indemnity: Each party will indemnify the other against third-party IPR infringement claims arising from use of its IPR.

9.9 Indemnity Limits:

- BEP's indemnity does not cover Client-caused issues (e.g. misuse, unauthorised modifications, or combining Services with third-party products).
- Client's indemnity excludes BEP-caused issues not aligned with Client's directions or licences.

10 Miscellaneous

This Agreement shall be governed and construed in all respects by English law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.