

Data Protection Policy

1 Policy Statement

- 1.1 Everyone has rights with regards to the way in which their personal data is handled. Corndel Limited (“Corndel”) is an apprenticeship and commercial training provider, specialising in adult technical and vocational education. During the course of our activities, we collect, store and process personal data, including some limited sensitive data, about our customers (learners/students), suppliers and other third parties. , We recognise that the correct and lawful treatment of this data has an important role to play in maintaining Corndel’s reputation and it conducting its business operations successfully. We also note the importance of sharing with employers the personal data we hold about learners/students if there is a need to do so from a safeguarding perspective.
- 1.2 Corndel collects, evaluates and stores a range of personal information and records of learning. This personal data and sensitive data is processed in order to facilitate the learning of people on our programmes, as well as to comply with the rules of our regulators. Some limited personal data such as names and emails are provided to us directly by employers and our clients, but the personal data that we collect from learners is provided to us by learners themselves directly into Aptem our secure online learning and management portal.
- 1.3 Corndel Staff (Data users) are obliged to comply with this policy when processing personal data on our behalf. Any breach of this policy may result in disciplinary action.

2 About this Policy

- 2.1 The types of personal data that Corndel may be required to handle include information about current, past and prospective customers (learners and students) employees and others that we communicate with. The majority of personal data is held in one of our three key Cloud based Software as a Service – SaaS – platforms: Office 365, Aptem and Nutshell). A small amount of personal data is held in paper records. Whatever the method of storage, all data are subject to certain legal safeguards specified in the Data Protection Act 2018 (the “Act”), the General Data Protection Regulations (“GDPR”) and other regulations.
- 2.2 This policy and other documents referred to in it sets out the basis on which we will process any personal data we collect from data subjects, or that is provided to us by data subjects or other sources.
- 2.3 This policy does not form part of any employee’s contract of employment and may be amended at any time.
- 2.4 This policy has been approved by Corndel’s Change Implementation and Continuous Improvement Committee (CICI) and sets out rules on data protection and the legal

conditions that must be satisfied when we obtain, handle, process, transfer and store personal data.



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3 Definition of Data Protection Terms

- 3.1 **Data** is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- 3.2 **Data subjects** for the purpose of this policy include all living individuals about whom we hold personal data. A data subject need not be a UK national or resident. All data subjects have legal rights in relation to their personal information.
- 3.3 **Personal data** means data relating to a living individual who can be identified from that data (or from that data and other information in our possession). Personal data can be factual (for example, a name, address or date of birth) or it can be an opinion about that person, their actions and behaviour.
- 3.4 **Data controllers** are the people who or organisations which determine the purposes for which, and the manner in which, any personal data is processed. They are responsible for establishing practices and policies in line with the Act. Corndel is the data controller of all personal data used in our business for our own commercial purposes.
- 3.5 **Data users** are those of our employees whose work involves processing personal data. Data users must protect the data they handle in accordance with this data protection policy and any applicable data security procedures at all times.
- 3.6 **Data processors** include any person or organisation that is not a data user that processes personal data on our behalf and on our instructions. Employees of data controllers are excluded from this definition, but it could include suppliers which handle personal data on Corndel's behalf.
- 3.7 **Processing** is any activity that involves use of the data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transferring personal data to third parties.
- 3.8 **Sensitive personal data** includes information about a person's racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual identity and orientation. Sensitive personal data can only be processed under strict conditions, including a condition requiring the permission of the person concerned.

4 Data Protection Principles

- 4.1 Anyone processing personal data must comply with the seven enforceable principles of good practice. These provide that personal data must be:
 - (a) Processed fairly and lawfully.
 - (b) Processed for limited purposes and in an appropriate way.
 - (c) Adequate, relevant and not excessive for the purpose (data minimisation).
 - (d) Accurate.
 - (e) Not kept longer than necessary for the purpose (storage limitation).
 - (f) Secure (integrity and confidentiality).

(g) Processed in a compliant manner, with those processing such data to be responsible for complying with the GDPR and demonstrating their compliance (accountability).



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5 Fair and Lawful Processing

5.1 The Act is not intended to prevent the processing of personal data, but to ensure that it is done fairly and without adversely affecting the rights of the data subject.

5.2 For personal data to be processed lawfully, they must be processed on the basis of one of the legal grounds set out in the Act. These include, among other things, the data subject's consent to the processing, or that the processing is necessary for the performance of a contract with the data subject, for the compliance with a legal obligation to which the data controller is subject, or for the legitimate interest of the data controller or the party to whom the data is disclosed. When sensitive personal data is being processed, additional conditions must be met. When processing personal data as data controllers in the course of our business, we will ensure that those requirements are met.

6 Processing for Limited Purposes

6.1 In the course of our business, we may collect and process the personal data set out in Schedule 1. This may include data we receive directly from a data subject (for example, by completing forms or by corresponding with us by mail, phone, email or otherwise) and data we receive from other sources (including, for example, business partners, sub-contractors in technical, payment and delivery services, credit reference agencies and others).

6.2 We will only process personal data for the specific purposes set out in Schedule 1 or for any other purposes specifically permitted by the Act. We will notify those purposes to the data subject when we first collect the data or as soon as possible thereafter.

6.3 Such personal data is processed and securely stored on our virtual learning environment, Aptem and Corndel's IT system, such as Office 365 and Nutshell accessible by only Corndel's staff.

7 Notifying Data Subjects

7.1 If we collect personal data directly from data subjects, we will inform them about:

- (a) the purpose or purposes for which we intend to process that personal data;
- (b) the types of third parties, if any, with which we will share or to which we will disclose that personal data; and
- (c) the means, if any, with which data subjects can limit our use and disclosure of their personal data.

7.2 If we receive personal data about a data subject from other sources, we will provide the data subject with this information as soon as possible thereafter.

7.3 We will also inform data subjects whose personal data we process that Corndel is the data controller with regards to that data.

8 Adequate, Relevant and Non-excessive Processing

- 8.1 We will only collect personal data to the extent that it is required for the specific purpose notified to the data subject.

9 Accurate Data

- 9.1 We will ensure that personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

10 Timely Processing

- 10.1 We will not keep personal data longer than is necessary for the purpose or purposes for which they were collected. We will take all reasonable steps to destroy, or erase from our systems, all data which is no longer required.

11 Processing in Line with Data Subjects' Rights

- 11.1 We will process all personal data in line with data subjects' rights, in particular their right to:
- (a) Request access to any data held about them by a data controller (see also *Clause 15*).
 - (b) Prevent the processing of their data for direct-marketing purposes.
 - (c) Ask to have inaccurate data amended (see also *Clause 9*).
 - (d) Prevent processing that is likely to cause damage or distress to themselves or anyone else.

12 Data Security

- 12.1 We will process all personal data we hold in accordance with our Data Security Policy **OR** take appropriate security measures against unlawful or unauthorised processing of personal data, and against the accidental loss of, or damage to, personal data.

12.2 We will put in place procedures and technologies to maintain the security of all personal data from the point of collection to the point of destruction. Personal data will only be transferred to a data processor if they agree to comply with those procedures and policies, or if they put in place adequate measures themselves that Corndel has been assured are appropriate and meet our standards.

- 12.3 We will maintain data security by protecting the confidentiality, integrity and availability of the personal data, defined as follows:
- (a) Confidentiality** means that only people who are authorised to use the data can access it.
 - (b) Integrity** means that personal data should be accurate and suitable for the purpose for which it is processed.
 - (c) Availability** means that authorised users should be able to access the data if they need it for authorised purposes. Corndel will use the built-in security options and settings of the SaaS platforms that we use such as Aptem and Office 365 to segregate

access to data even amongst Corndel staff on a 'need to know/use' basis.



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12.4 Security procedures include:

- (a) **Entry controls.** Anyone who is not recognised as an employee of Corndel seen in entry-controlled areas should be reported.
- (b) **Secure lockable desks and cupboards.** Desks and cupboards should be kept locked if they hold confidential information of any kind. (Personal information is always considered confidential).
- (c) **Methods of disposal.** Paper documents should be shredded. Digital storage devices in office spaces, including home offices, should be physically destroyed when they are no longer required.
- (d) **Equipment.** Data users must ensure that individual monitors do not show confidential information to passers-by and that they log off from their PC when it is left unattended and/or have an automated screen saver set up that kicks in after an appropriate short period of time.

13 Transferring Personal Data to a Country Outside the EEA

13.1 Corndel will not normally transfer personal data that we hold outside of the European Economic Area ("EEA"), In cases where we do have to, we will ensure that one of the following conditions applies:

- (a) The country to which the personal data are transferred ensures an adequate level of protection for the data subjects' rights and freedoms.
- (b) The data subject has given his consent.
- (c) The transfer is necessary for one of the reasons set out in the Act, including the performance of a contract between us and the data subject, or to protect the vital interests of the data subject.
- (d) The transfer is legally required on important public interest grounds or for the establishment, exercise or defence of legal claims.
- (e) The transfer is authorised by the relevant data protection authority where we have adduced adequate safeguards with respect to the protection of the data subjects' privacy, their fundamental rights and freedoms, and the exercise of their rights.

13.2 Subject to the requirements in Clause 12.1 above, personal data we hold may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. That staff may be engaged in, among other things, the fulfilment of contracts with the data subject, the processing of payment details and the provision of support services.

14 Disclosure and Sharing of Personal Information

14.1 We may share personal data we hold with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the Companies Act 2006.

14.2 We may also disclose personal data we hold to third parties:

(a) in the event that we sell or buy any business or assets, in which case we may disclose personal data we hold to the prospective seller or buyer of such business or assets; and

(b) if we or substantially all of our assets are acquired by a third party, in which case personal data we hold will be one of the transferred assets.

14.3 If we are under a duty to disclose or share a data subject's personal data in order to comply with any legal obligation, or in order to enforce or apply any contract with the data subject or other agreements; or to protect our rights, property, or safety of our employees, customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

14.4 We may also share personal data we hold with selected third parties for the purposes set out in Schedule 1.

15 Dealing with Subject Access Requests

15.1 Data subjects must make a formal request for information we hold about them. This must be made in writing. Employees who receive a written request should forward it to their Line Manager **and** the Corndel Data Controller immediately.

15.2 When receiving telephone enquiries, we will only disclose personal data we hold on our systems if the following conditions are met:

(a) We will check the caller's identity to make sure that information is only given to a person who is entitled to it.

(b) We will suggest that the caller put their request in writing if we are not sure about the caller's identity and where their identity cannot be checked.

15.3 Our employees will refer a request to their Line Manager **OR** the Data Controller for assistance in difficult situation. Employees should not be bullied into disclosing personal information.

16 Duration of Data Processing

16.1 Data is to be processed during the course of delivery of an apprenticeship training programme. Upon completion of any apprenticeship programme, in order to meet its obligations towards the Education and Skills Funding Agency (EFSA), personal data is archived for ten years and then securely deleted.

17 Complaints

17.1 Should data subjects have any complaints; they are advised to refer to Corndel's Complaints Policy and follow the procedure accordingly.

17.2 Key points of contact regarding data protection enquiries and complaints:

Angela Hale (Operations Director): angela.hale@corndel.com

020 8102 9040 Louise Riley (Director of Quality and Compliance): louise.riley@corndel.com
info@corndel.com
www.corndel.com

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Richard Bridge (Data Controller): richard.bridge@corndel.com



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18 Changes to this Policy

- 18.1 We reserve the right to change this policy at any time. Where appropriate, we will notify data subjects of those changes by mail or email.

Schedule 1
Data Processing Activities



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Schedule 2
Example GDPR Commitment Statement signed by data subject

Type of data	Type of data subject	Type of processing	Purpose of processing	Type of recipient to whom personal data is transferred	Retention period
<ul style="list-style-type: none"> - Name and contact details - Racial/ethnic origin - Date of birth and gender - Employment details - Educational details - Educational achievement - Health details - National Insurance Number - ID in suitable format 	Customer/Learners	Multi-processing	To ensure eligibility for learning programmes and to meet regulatory compliance.	Provider of Software as a Service (SaaS) platforms used by Corndel to process data: Aptem, Office 365 and Nutshell	10 years.
<ul style="list-style-type: none"> - Learner course work 	Customer/Learners	Multi-processing	To facilitate the learning of the Apprentices.	Provider of Software as a Service (SaaS) platforms used by Corndel to process data: Aptem, Office 365 and Nutshell. Duly appointed Assessors for the programme which the learner is studying	10 years.

Commitment Statement and Apprenticeship Agreement Leadership and Management Level 3



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Apprentice details (Apprentice to complete)

Apprentice Name		Apprentice Contact No.	
Employer Name		Employer Contact No.	

Apprenticeship details (Provider to complete)

Provider Name and Contact Number	Corndel Limited 020 8102 9040
Professional Development Expert (PDE) Name and Number	Name: Number:
ESFA Help desk telephone number	0800 015 0400
Apprenticeship Name and level and funding via DAS account & negotiated price	Leadership and Management Level 3 £5000
Duration of Apprenticeship including Start and End date (12 months)	Start date: End date:
End Point Assessment Organisation	CMI
Confirmation apprentice has a contract of employment which is long enough for them to complete the apprenticeship successfully, including how many hours per week worked.	Employer and Student have confirmed the student has a contract of employment, working [INSERT] hours per week, which has been signed prior to starting this apprenticeship
Evidence that the apprentice will spend at least 50% of their working hours in England over the duration of the apprenticeship	Employer and Student have confirmed that the Student works 50% of their time within England. Confirmation received of work address
The employer and student confirm apprentice has a job role (or roles) within the organisation that provides the opportunity for them to gain the knowledge, skills and behaviours needed to achieve their apprenticeship	Contract of employment in place and copy of JD seen. Student has completed Skill scan which confirms current level of knowledge, skills and behaviour and an ILP is in place to support the student to achieve their apprenticeship.
Confirmation the apprentice has appropriate support from within the organisation to carry out their job role	Student has support in place from Line Manager, Mentor, HR within employer and PDE within Corndel.
Confirmation of how the apprenticeship will be delivered and how the apprentice will achieve it.	Apprenticeship will be delivered by a variety of methods, IT, Workbook, Assignments, webinars, workshops, MP3, seminars, videos, CPD tasks. Student will achieve Leadership and Management Level 3 Diploma, Level 2 Maths and English which results in a Level 3 Apprenticeship
Confirmation the apprentice spends at least 20% of their time on off- the-job training	Employer and student confirmed student will be given 20% of working time to complete their training. Employer and Student understand how Corndel have allocated off-the-job time to the Apprenticeship.
Confirmation from the employer that the apprentice will be allowed to complete the apprenticeship within their working hours including English and math's.	Employer and student confirmed student will be completing Apprenticeship within working hours.
Evidence that the job allows the apprentice to gain wider employment experience as part of the apprenticeship	Student will gain skills not just in Leadership and Management but in wider social and economic skills such as Time Management, Maths and English,

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	Health and Safety, British Values, Prevent. Student will gain confidence and enhanced communication skills and will spend time in other areas of the business. All these will support the Student gaining wider employment experience.
Confirmation of the process for resolving any queries or complaints regarding the apprenticeship, including quality; details of the escalation route within the main provider's own organisation and the escalation process to the ESFA through the apprenticeship helpline	Corndel have a robust process for dealing with queries and complaints regarding to the apprenticeship programme, through the PDEs' IQAs, Quality and Compliance to the SMT. Queries not resolved via this process then follow the ESFA escalation process.

GDPR Privacy Notice: How We Use Your Personal Information and Your Consent

Corndel is a Data Controller and Data Processor. A Data Controller determines the purposes and means of processing personal data. A Data Processor is responsible for processing personal data on behalf of a controller. In order to provide training to you we need to collect your personal data and process it. In signing this form (in paper or electronically) you are agreeing to us doing this. This processing is necessary for the performance of our contract with you. Any data that you provide to us cannot be deleted at your request as we have an obligation to retain data for analysis, quality assurance and audit. Our GDPR Data agreement with you is set out below:

Subject Matter

Provision to you of vocational training.

Nature

The collection, evaluation and storage of a range of personal information and records of learning and this can include biographical and contact information, career goals, details of current and prior learning, goals and activities. All activities on our Aptem learning platform are logged and can be reported on.

Purpose

Personal and other Data input by you is processed in order to facilitate your learning.

Categories of Personal Data

To undertake your training programme you must provide us with your name and email address along with further information, such as biographical and contact information, CVs, career goals, details of current and prior learning, goals and activities.

Sensitive Personal Data

Sensitive Personal Data may occasionally be entered as part of general learner profiling or for safeguarding support for vulnerable individuals.

Categories of Data Subjects

Under GDPR you are classified as a Data Subject (a person whose personal data is being collected, held or processed)

Your Rights

Under our contract with you, you have (as defined by GDPR) the following rights:

The right to information

- you have the right to be informed about the collection and use of your personal data
- you have the right to be informed about the purpose of processing your personal data



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- you have the right to be informed how long this data will be retained for and who it will be shared with

The right to access

- you have the right to access your personal data

The right to rectification

- you have the right to change inaccurate, personal data
- you have the right to complete your personal data if it is incomplete
- the right to rectification can be refused in certain circumstances

The right to data portability

- you have the right to obtain and reuse your personal data for your own purposes across different services
- you have the right to move, copy or transfer personal data from one IT environment to another, safely and securely

The right to redress

- you have the right to seek an appropriate remedy should it appear to you that your rights under the GDPR have been breached

In entering into a training contract with us you specifically relinquish (as defined by GDPR) the following rights:

The right to be forgotten

- you waive the right to have your data erased upon request

The right to restriction of processing

- you waive the right to limit the way in which we use your data

The right to object

- you waive the right to prevent us from processing your data altogether

The right to automated decision-making

- you waive the right to not be subject to a decision based solely on automated processing, i.e. a process not carried out by a human **Sharing your Data**

We will use third party contractors to process your data and these contractors have entered into a GDPR compliant data processing agreement with us. We also are required to share your data with our auditors, relevant qualification awarding bodies, Ofsted and the Education and Skills Funding Agency.

Data Transfers

Where you provide information to us using the SurveyMonkey website your data is held outside the EU and is EU-US Privacy Shield Certified. All other of your Data that we hold is stored in the UK and there are no data transfers to other countries.

Retention

Upon completion of your training course to meet our legal and contractual obligations, namely, our obligations towards the Education and Skills Funding Agency, your Data is archived for ten years and then securely deleted.

Further Queries

All data queries should be addressed to:

Privacy Officer
Corndel Ltd
315 Highgate Studios
53-79 Highgate Road
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Email: privacy@corndel.com

I have completed my Induction session, I understand what an Apprenticeship is and which qualification I am registered for. I know how I will be assessed and how long I will be on programme. I understand my Health and Safety responsibilities and I have received my Manager Handbook. I understand my Appeals, Grievance and Complaints procedures and I understand the Equal Opportunities and Safeguarding policies and procedures and accept the terms and personal responsibilities

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within it. I know that I have been signed up for the below Apprenticeship and have entered into an **Apprenticeship Agreement/Commitment** with Corndel and my employer.



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ROLES RESPONSIBILITIES AND EXPECTATIONS INCLUDE (BUT ARE NOT LIMITED TO):

Whom	What	How
Student	<ul style="list-style-type: none"> • Completion of work set by PDE • Maintaining contact with the PDE • independent research where required • Participating in feedback and review sessions • Committing to working and with employer and course provider • Confirmation of new skills 	<p>I agree to minimum monthly/standard fortnightly contact with my PDE, logging in and actioning tasks set on APTEM.</p> <p>Ensuring research is completed.</p> <p>Ensuring I do all work tasks and maintain the integrity of the company.</p> <p>Develop the new skills to further me.</p> <p>To ensure Safeguarding, Prevent, British Values, Health and Safety, Equality, Diversity and Inclusion are adhered too.</p>
Employer	<ul style="list-style-type: none"> • Commitment to wages, time off to study within the working day, • Additional support when needed via coaching and mentoring, 121's etc. • Commitment to work with provider and apprentice. • Confirmation of new skills 	<p>I agree to allow time within the working week to complete this award, to support 20% off the job training, to work with them to gain the new skills they needs.</p> <p>To ensure Safeguarding, Prevent, British Values, Health and Safety, Equality, Diversity and Inclusion are adhered too.</p>
Provider	<ul style="list-style-type: none"> • Give access to PDE's, to systems, processes, teaching materials, e-portfolio. • Commitment to work with employer and apprentice. 	<p>I agree to supporting the student and the employer, to support the student to gain the new skills needed which will prepare them for their EPA and future career.</p> <p>To ensure Safeguarding, Prevent, British Values, Health and Safety, Equality, Diversity and Inclusion are adhered too.</p>

SIGNATORIES

In signing – on paper or electronically - this document I agree to Corndel's GDPR privacy notice and its application to me.

Student:		Date:
Employer:		Date:
Corndel:		Date:
Parent (if Student is aged between 15-17):		Date:

Copies issued to Apprentice, Employer and Provider.



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Document Approval

Role	Name	Version Approved	Date Approved
Document Owner	Annemarie Schofield	1.0	20/01/2018
Approved By	Mushall Khan	1.0	20/01/2018
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Issue	Date Issued	Date Effective	Purpose of Issue and Description of Amendments
1.0	20/1/18	15/1/18	Original
2.0	22/10/18	22/10/18	Revision
3.0	17/04/19	17/04/19	Revision
4.0	26.10.20	26.10.20	Revision

