

Woodland Academy Trust
Website Privacy Policy and Disclaimer

Document Control	
Owned by:	EO
Date of Approval:	Summer 2021
Approved by:	Executive Board
Date of next review and who to be approved by:	Summer 2023 Executive Board

Woodland Academy Trust is committed to inclusion, diversity and promoting equal opportunity for all. All schools within the Trust share this commitment, providing an inclusive environment. This objective applies to all policies and procedures and the Trust will at all times adhere to the requirements of the Equalities Act 2010 and any other associated guidance.

1. Introduction

- 1.1 We are committed to safeguarding the privacy of our website visitors.
- 1.2 This policy applies where we are acting as a data controller with respect to the personal data of such persons; in other words, where we determine the purposes and means of the processing of that personal data.
- 1.3 We use cookies on our website. Insofar as those cookies are not strictly necessary for the provision of our website and services, we will ask you to consent to our use of cookies when you first visit our website.

2. Safeguarding Pupil Data

To ensure the privacy and safety of pupils regarding the use of photographs on the website, the following controls are in place:

- Where pupils are named, only their first names are given.
- Where a pupil is named, no photograph of that pupil is displayed.
- Where a photograph is used which shows a pupil, no name is displayed.

By observing these points, the Trust ensures that visitors to its websites cannot link images of pupils to names of pupils. When choosing photographs for the website, the Trust is mindful of the way pupils may appear in them and will not include images which are in any way inappropriate, such as close-up portrait shots of individual pupils.

The Trust follows a policy of seeking parents'/carers' permission before using image which shows pupils on the website.

No other private information about pupils is every published on the website such as surnames or contact details.

3. The personal data that we collect

- 3.1 In this Section 3 we have set out the general categories of personal data that we process.
- 3.2 We may process data enabling us to get in touch with you ("**contact data**"). The contact data may include your name, email address and telephone number. The source of the contact data is you.
- 3.3 We may process information contained in or relating to any communication that you send to us or that we send to you ("**communication data**"). The communication data may include the communication content and metadata associated with the communication.

Our website will generate the metadata associated with communications made using the website contact forms.

- 3.4 We may process data about your use of our website and services ("**usage data**"). The usage data may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage data is our analytics tracking system.

4. Purposes of processing and legal bases

- 4.1 In this Section 4, we have set out the purposes for which we may process personal data and the legal bases of the processing.
- 4.2 **Operations** - We may process your personal data for the purposes of operating our website. The legal basis for this processing is our legitimate interests, namely the proper administration of our website.
- 4.3 **Relationships and communications** - We may process communication data for the purposes of communicating with you by email, SMS, post, fax and/or telephone, providing support services and complaint handling. The legal basis for this processing is our legitimate interests, namely communications with our website visitors, and the proper administration of our website.
- 4.4 **Research and analysis** - We may process usage data for the purposes of researching and analysing the use of our website. The legal basis for this processing is our legitimate interests, namely monitoring, supporting, improving and securing our website.

5. Retaining and deleting personal data

- 5.1 This Section 5 sets out our data retention policies and procedures, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal data.
- 5.2 Personal data that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 5.3 We will retain your personal data as follows:
- (a) contact data will be retained for a minimum period of *2 years* following the date of the most recent contact between you and us, and for a maximum period of *3 years* following that date;
 - (b) communication data will be retained for a minimum period of *2 years* following the date of the communication in question, and for a maximum period of *3 years* following that date;

(c) usage data will be retained for *6 years* following the date of collection;

5.4 Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

6. Your rights

6.1 In this Section 6, we have listed the rights that you have under data protection law.

6.2 Your principal rights under data protection law are:

- (a) **the right to access** - you can ask for copies of your personal data;
- (b) **the right to rectification** - you can ask us to rectify inaccurate personal data and to complete incomplete personal data;
- (c) **the right to erasure** - you can ask us to erase your personal data;
- (d) **the right to restrict processing** - you can ask us to restrict the processing of your personal data;
- (e) **the right to object to processing** - you can object to the processing of your personal data;
- (f) **the right to data portability** - you can ask that we transfer your personal data to another organisation or to you;
- (g) **the right to complain to a supervisory authority** - you can complain about our processing of your personal data; and
- (h) **the right to withdraw consent** - to the extent that the legal basis of our processing of your personal data is consent, you can withdraw that consent.

6.3 These rights are subject to certain limitations and exceptions. You can learn more about the rights of data subjects by visiting <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/>.

6.4 You may exercise any of your rights in relation to your personal data by contacting the Trust and Schools Data Protection Officer: -

Data Protection Officer: Fusion HR

Address: FusionHR, First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU

Email: DPO@fusionbusiness.org.uk

Web: www.fusionbusiness.org.uk

Lead Contact: Ben Cain

7. About Cookies

- 7.1 A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 7.2 Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 7.3 Cookies may not contain any information that personally identifies a user, but personal data that we store about you may be linked to the information stored in and obtained from cookies.

Further details of the Privacy Policy can be found at the bottom of the Trust and Schools websites.

8. Amendments

- 8.1 We may update this policy from time to time by publishing a new version on our websites.
- 8.2 You should check this policy occasionally to ensure you are happy with any changes to the policy.

10. Our details

- 10.1 This website is owned and operated by the Woodland Academy Trust
- 10.2 We are registered in England under registration number *07694050*, and our registered office is c/o Northumberland Heath Primary School, Wheelock Close, Erith, Kent DA8 1JE.
- 10.3 You can contact us:
 - (a) by post, at the address given above;
 - (b) using the website contact forms;
 - (c) by telephone, on the contact number published on our websites; or
 - (d) by email, using the email address published on the websites.

11. Data Protection Officer

11.1 The Trust and Schools Data Protection Officer contact details are: -

Data Protection Officer: Fusion HR

Address: FusionHR, First Floor, Unit A, Cedar Court Office Park, Denby Dale Road, Wakefield, WF4 3FU

Email: DPO@fusionbusiness.org.uk

Web: www.fusionbusiness.org.uk

Lead Contact: Ben Cain

12. Credit

This Website Privacy Policy is based on a freely-available template created and distributed by: www.website-law.co.uk

Website Disclaimer

1. Introduction

This disclaimer shall govern your use of our website.

1.2 By using our website, you accept this disclaimer in full; accordingly, if you disagree with this disclaimer or any part of this disclaimer, you must not use our website.

2. Permission to use website

2.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser; and
- (c) print pages from our website for your own personal and non-commercial use, providing that such printing is not systematic or excessive,

subject to the other provisions of this disclaimer.

2.2 Except as expressly permitted by Section 2.1 or the other provisions of this disclaimer, you must not download any material from our website or save any such material to your computer.

2.3 You may only use our website for your own personal and business purposes; you must not use our website for any other purposes.

2.4 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);

- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

2.5 We reserve the right to suspend or restrict access to our website, to areas of our website and/or to functionality upon our website. We may, for example, suspend access to the website during server maintenance or when we update the website. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the website.

3. Misuse of website

3.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, accessibility, integrity or security of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) hack or otherwise tamper with our website;
- (d) probe, scan or test the vulnerability of our website without our permission;
- (e) circumvent any authentication or security systems or processes on or relating to our website;
- (f) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (g) access or otherwise interact with our website using any robot, spider or other automated means[, except for the purpose of search engine indexing;
- (h) use our website except by means of our public interfaces;
- (i) do anything that interferes with the normal use of our website.

4. Limited warranties

4.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;

- (b) that the material on the website is up to date;
- (c) that the website will operate without fault; or
- (d) that the website or any service on the website will remain available.

4.2 To the maximum extent permitted by applicable law and subject to Section 4.1, we exclude all representations and warranties relating to the subject matter of this disclaimer, our website and the use of our website.

4.3 We endeavour to ensure that our website is always fully compliant with statutory requirements. We do reserve the right to have 5 working days in which to ensure that all DfE and Ofsted documentation is read, understood and uploaded for public viewing through our website.

5. Limitations and exclusions of liability

5.1 Nothing in this disclaimer will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

5.2 The limitations and exclusions of liability set out in this Section 5 and elsewhere in this disclaimer:

- (a) are subject to Section 5.1; and
- (b) govern all liabilities arising under this disclaimer or relating to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in this disclaimer.

5.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

5.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

5.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

6. Variation

6.1 We may revise this disclaimer from time to time.

6.2 The revised disclaimer shall apply to the use of our website from the time of publication of the revised disclaimer on the website.

7. Severity

7.1 If a provision of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

7.2 If any unlawful and/or unenforceable provision of this disclaimer would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

8. Law and jurisdiction

8.1 This disclaimer shall be governed by and construed in accordance with English law.

8.2 Any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of England.

8. Our details

8.1 This website is owned and operated by the Woodland Academy Trust

8.2 We are registered in England under registration number *07694050*, and our registered office is c/o Northumberland Heath Primary School, Wheelock Close, Erith, Kent DA8 1JE.

8.3 Our principal place of business is at *[address]*.

8.4 You can contact us:

- (a) by post, at the address given above;
- (b) using the website contact forms;
- (c) by telephone, on the contact number published on our websites; or
- (d) by email, using the email address published on the websites.

This disclaimer is based on a freely-available template created and distributed by www.website-law.co.uk.