MJMTPolicies

Privacy Policy

POLICIES & GUIDANCE

How personal information is collected, used, protected and retained

Business	Mr James Maths Tuition
Policy	Privacy Policy
Updated	03/08/2026
Applies to	Students, parents/guardians, prospective customers, website users and visitors

Privacy contact: DataProtection@mrjamesmathstuition.co.uk. Mr James Maths Tuition is the Data Controller under the UK GDPR and Data Protection Act 2018.

Policy status

This policy explains how Mr James Maths Tuition (“we”, “us” or “the Business”) collects and uses personal information. It applies to students, parents and guardians, prospective customers, website users and visitors to tuition premises. We are the data controller under the UK GDPR and Data Protection Act 2018.

Data Controller

Mr James Maths Tuition is operated by Brad James. For the purposes of the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, Brad James trading as Mr James Maths Tuition is the Data Controller responsible for determining how and why personal information is processed.

Contact details:

Data Controller: Brad James trading as Mr James Maths Tuition

Work Email: Brad.James@mrjamesmathstuition.co.uk

Data Protection Email: DataProtection@mrjamesmathstuition.co.uk

Website: www.mrjamesmathstuition.co.uk

Postal Address: Mr James Maths Tuition, Main Ridge House, Boston, Lincolnshire, PE21 6QH

1. Information We Collect

Depending on the service, we may collect:

- student and parent/guardian names, dates of birth, contact details, addresses and school year;
- enquiries, enrolment details, attendance, subjects, targets, submitted work, results, progress notes and tutor feedback;
- emails, messages, form responses and other communications;

- invoices, amounts paid, refunds and payment status (we do not store full card details);
- IP addresses, device/browser details, website security logs and cookie information;
- CCTV images and compulsory video-only recordings of face-to-face tuition in designated recorded areas, made using an authorised, business-controlled recording handset;
- complaint, incident, insurance, legal and safeguarding records; and
- health, disability or accessibility information that is relevant to safe and appropriate tuition.

2. How We Collect and Use Information

Information normally comes from students, parents or guardians through enquiries, forms, bookings, payments, tuition, the website and communications. We may also receive relevant information from another parent/guardian, a school or professional, a payment or platform provider, or someone involved in a safeguarding concern, complaint or incident.

We provide this privacy information when personal information is collected or, where it comes from another source, within the period required by law unless an exemption applies. If information needed to enter into or perform the tuition agreement is not provided, we may be unable to arrange or safely deliver the service.

We use personal information to:

- respond to enquiries, arrange and provide tuition, keep attendance and progress records, manage accounts and communicate service information;
- process payments and meet tax, accounting and other legal duties;
- operate and secure the website and learning platforms, prevent misuse and improve the service;
- make reasonable adjustments and support students safely;
- respond to safeguarding concerns, complaints, incidents, insurance matters and legal claims; and
- operate proportionate CCTV for safety, security and incident review.

3. Lawful Bases

We process personal information only where we have a lawful basis to do so under UK GDPR.

Contract – where processing is necessary to respond to enquiries, arrange tuition, manage bookings, provide educational services, process payments, and fulfil our contractual obligations to students, parents or guardians.

Legal Obligation – where processing is necessary to comply with legal requirements, including accounting, taxation, health and safety, data-protection duties and responding to binding requests from authorities.

Legitimate Interests – where processing is necessary for the legitimate operation of the Business, including maintaining proportionate student records, communicating with students and parents, managing attendance and progress, securing systems and premises, handling complaints and legal claims, preventing fraud and supporting safeguarding. A documented three-part assessment is used where appropriate, with particular weight given to the rights and best interests of children.

We ensure that our legitimate interests do not override the rights and freedoms of individuals.

Consent – where consent is required, such as for optional marketing communications, non-essential cookies, photographs, testimonials, or other activities where consent is the most appropriate lawful basis. Consent can be withdrawn at any time.

Vital Interests – where processing is necessary to protect someone's life or prevent serious harm, particularly in emergency or safeguarding situations.

Where we process special-category information, such as health, disability or certain safeguarding information, we identify both an Article 6 lawful basis and an applicable Article 9 condition. Depending on the circumstances, this may include explicit consent, protection of vital interests, establishment or defence of legal claims, or substantial public interest for safeguarding children or individuals at risk. Where the law requires an Appropriate Policy Document or Data Protection Impact Assessment, one will be maintained and reviewed.

We will only use personal information for the purposes for which it was collected, unless we reasonably consider that another use is compatible with those purposes or is otherwise permitted or required by law.

4. Children’s Information

Most students are children. We collect only information relevant to tuition, safety, administration and legal duties, use child-accessible explanations where appropriate, and take children’s higher-protection matters into account when designing online services and deciding how their information is used. Parents and guardians should help students understand this notice. We do not sell children’s information or use it for behavioural advertising.

Parental consent is not required for every use of a child’s information. Tuition administration will usually be necessary for a contract with a parent/guardian or supported by legitimate interests. Where an online service is offered directly to a child and consent is the lawful basis, a child aged 13 or over may generally consent. For a child under 13, consent must come from a person with parental responsibility and reasonable verification steps will be taken.

5. Sharing Information

We share personal information only where necessary and lawful to do so.

Depending on the services used and the circumstances, personal information may be shared with website hosting providers, cloud-storage providers, email and communications providers, payment processors, IT support providers, learning platforms, accountants, professional advisers, insurers, schools, safeguarding professionals,

regulators, public authorities and other trusted service providers who assist us in operating and administering our business.

Compulsory face-to-face session recordings described below are not uploaded to or stored by cloud-storage or other online providers. Online sessions are not recorded unless separately authorised in accordance with the Online Tutoring Policy and the privacy information given for that recording.

Examples of providers we may use include Wix, Microsoft, Google, Stripe, SumUp and PayPal, although the providers we use may change from time to time.

Some third-party providers act as Data Processors on our behalf and process personal information only in accordance with our instructions and appropriate contractual safeguards.

Other organisations may act as independent Data Controllers where they determine their own purposes and means for processing personal information.

We may also share information where required by law, to protect the vital interests of an individual, to safeguard children or vulnerable persons, or to establish, exercise or defend legal claims.

We do not sell, rent or trade personal information to third parties for marketing purposes.

6. CCTV and Recordings

CCTV may operate in clearly signed tuition areas for safeguarding, safety, security and incident review. Video is normally deleted or overwritten after 14 calendar days.

Relevant footage may be retained longer where it is required for an active safeguarding matter, complaint, insurance claim, legal proceeding or regulatory enquiry. Access is restricted and disclosure is made only where necessary and lawful.

Video recording of face-to-face tuition in designated recorded areas is a compulsory safeguarding measure and a condition of providing tuition in those areas. It does not mean that online sessions are routinely recorded. Face-to- face recordings are processed on the basis of the Business's legitimate interests in safeguarding students and the tutor, maintaining an accurate record of incidents and responding to safeguarding concerns or complaints. The Business assesses necessity, proportionality and less-intrusive alternatives, gives particular weight to children's interests, and keeps its Legitimate Interests Assessment and Data Protection Impact Assessment under review.

Students and parents or guardians are informed before face-to-face recording begins, and clear notices are displayed in recorded areas. Because consent is not relied on as the lawful basis for compulsory recording, the Business will explain available alternatives where reasonably possible. If the recording remains necessary and proportionate, the Business may be unable to provide face-to-face tuition in that area without it.

Face-to-face sessions in designated recorded areas are captured as fixed-position video only using an authorised, business-controlled handset used solely as the recording device and positioned openly. Audio, covert recording, remote viewing and live streaming are disabled.

Further information is provided in the separate CCTV and Session Recording Policy and CCTV Privacy Notice.

7. Storage, Security and International Services

We use proportionate safeguards including access controls, account security, secure provider settings, appropriate device protection, restricted recording access and secure deletion procedures.

Session recordings are stored only in the encrypted local storage of the authorised recording handset, which is protected by a strong passcode and kept securely when not in use. The handset remains disconnected from the internet, mobile data, Wi-Fi, Bluetooth, cloud storage, automatic backup, remote viewing and live-streaming

services. Recordings are not uploaded, backed up, transferred to removable media or stored by any online or third-party service.

Some providers may store or access information outside the UK. For a restricted transfer, we use a safeguard permitted by UK law, such as UK adequacy regulations, the UK International Data Transfer Agreement or the UK Addendum to approved standard contractual clauses, together with any required transfer risk assessment. A copy or summary of the relevant safeguard can be requested at DataProtection@mrjamesmathstuition.co.uk, subject to lawful redactions.

8. How Long Information Is Kept

We keep personal information only for as long as necessary for the purposes for which it was collected and to comply with legal, regulatory, safeguarding and business requirements.

General enquiries: up to 12 months from the date of the last contact.

Student tuition records, attendance records and progress records: up to 6 years after tuition services end.

Financial, accounting and tax records: kept for at least five years after the 31 January Self Assessment submission deadline for the relevant tax year, and longer where required for a late return, enquiry, transaction or other legal reason.

CCTV recordings: normally 14 calendar days unless required for an ongoing safeguarding matter, complaint, insurance claim, legal proceeding or regulatory investigation.

Compulsory video recordings of tuition sessions: normally retained for 14 calendar days and then securely deleted from the handset, including its Recently Deleted or equivalent recovery area. Relevant recordings may be retained longer where necessary for an active safeguarding matter, complaint, insurance claim, legal proceeding or regulatory enquiry.

Complaint and incident records: up to 6 years after the matter is closed.

Website security logs: normally up to 12 months.

Safeguarding records: retained in accordance with safeguarding requirements, legal obligations and the nature of the concern.

When retention periods expire, personal information will be securely deleted, anonymised or otherwise disposed of unless we are legally required or entitled to retain it for a longer period.

9. Your Rights

Depending on the circumstances, you have the right to:

- access your personal information;
- request correction of inaccurate or incomplete information;
- request erasure of your personal information;
- request restriction of processing;
- receive certain information in a portable format;
- object to processing based on legitimate interests or direct marketing;
- withdraw consent at any time where consent is the lawful basis for processing; and
- ask for human involvement and challenge a qualifying decision based solely on automated processing, if such processing is ever used.

Email requests to DataProtection@mrjamesmathstuition.co.uk. We may request reasonable proof of identity and authority. We normally respond within one month, subject to any lawful extension, exemption or restriction.

Rights are not absolute and the response will explain any lawful refusal or limitation. The Business does not currently make decisions producing legal or similarly significant effects based solely on automated processing.

10. Cookies and Marketing

Strictly necessary cookies may be used to operate the website. Optional analytics or similar technologies are not used until consent is obtained, unless a legal exemption applies.

11. Data Breaches

We assess and document personal-data breaches. Where a breach is likely to result in a risk to people’s rights and freedoms, we will notify the Information Commissioner’s Office without undue delay and, where feasible, within 72 hours of becoming aware of it. Where a breach is likely to result in a high risk to affected individuals, we will also inform those individuals without undue delay unless an exception under data-protection law applies.

12. Complaints and Changes

A data-protection complaint may be submitted electronically to DataProtection@mrjamesmathstuition.co.uk. We will take reasonable steps to help a person make a complaint, acknowledge it within 30 days, investigate it appropriately and respond without undue delay, explaining the outcome and the right to complain to the ICO. This notice is reviewed when services, providers or legal obligations change. The latest version will be published at www.mrjamesmathstuition.co.uk.

You have the right to lodge a complaint with the Information Commissioner's Office (ICO) if you believe your personal information is being handled unlawfully.

Visit: https://ico.org.uk or call 0303 123 1113.