

SafeLives Accredited Courses - Policies & Procedures

Contents

Part 1: Terms & Conditions	2
Acceptance & Availability:	2
Invoicing & Payment:	3
Travel & Accommodation:	3
Cancellations & Refunds:	3
Substitutions:	4
SafeLives Cancellation:	4
OCN:	4
Eligibility & Attendance Requirements:	4
Support During the Course:	5
Attendance & Sitting Missed Parts of the Course:	5
Assessment:	6
Additional Fees:	6
Plagiarism:	7
Learner Feedback:	8
Participation & Respect:	8
Confidentiality:	9
Data Protection:	9
Complaints & Appeals:	9
Copyright:	10
Disclaimer & Limitations of Liability:	10
Privacy Statement:	10
Contact Information:	10
Part 2: Deadline & Extension Policy	11
Part 3: Additional Fees & Deadlines	12
Part 4: Appeals Policy	12
Part 5: Data Protection Privacy Notice	13
About Us:	13

About this Privacy Notice:	13
What Personal Data We Collect & Why:	14
What is Lawful Basis for Data Collection?	
Disclosure and Storage of Your Personal Data:	14
Security Measures:	15
Your rights as a data subject:	15
Contact Us:	16
Complaints:	16

Part 1: Terms & Conditions

Acceptance & Availability:

By agreeing to our Terms and Conditions, learners are accepting that they are available to <u>attend all</u> of the training on the dates specified.

Learners must confirm acceptance of their place by completing the registration and payment process within 30 days of receiving notification that their application has been successful. Full payment of the fees is due within 30 days from the date invoice is received. The course fees include registration with OCNLR. The registration charge could be subject to change if OCNLR significantly increase their registration costs.

SafeLives consider 'The Customer' responsible for; Payments, Drop Outs, Learner Swaps & Refunds, to be whomever is responsible for the payment of all associated fees. As such all correspondence and agreements relating, but not limited to, the above areas will be shared with 'The Customer' and where required, 'The Learner'.

Applicable Fees - 12 Day Courses:

- £2,450 standard fee
- £2,000 subsidised fee (for successful registered charities on an annual income of less than £1million)
- £1000 super subsidised fee (for successful registered charities on an annual income of less than £500,000)

Applicable Fees - 4 Day Courses:

- £845 standard fee
- £600 subsidised fee (for successful registered charities on an annual income of less than £1million)
- £350 super subsidised fee (for successful registered charities on an annual income of less than £500,000)

Applicable Fees - Service Manager:

- £845 standard fee
- £600 subsidised fee (for successful registered charities on an annual income of less than £1million)
- £350 super subsidised fee (for successful registered charities on an annual income of less than £500,000)

We offer a limited number of subsidies per course:

- X3 super subsidies
- X3 standard subsidies.

In line with our <u>EEDI commitments</u>, we prioritise all subsides, but particularly super subsides, for services primarily working with minoritised client groups.

Invoicing & Payment:

An invoice will be raised after a learner has completed the registration process. The <u>appropriate</u> fee for the type of place allocated will apply.

Payment is required within 30 days from the receipt of invoice.

If a learner's organisation uses purchase orders, this number will need to be provided during the registration process for it to be included on the invoice.

Agreement of invoice payment terms in writing will be needed for those who don't use purchase orders.

SafeLives consider 'The Customer' responsible for; Payments, Drop Outs, Learner Swaps & Refunds, to be whomever is responsible for the payment of all associated fees. As such all correspondence and agreements relating, but not limited to, the above areas will be shared with 'The Customer' and where required, 'The Learner'.

Travel & Accommodation:

Where travel and accommodation are required to be undertaken by a learner, it is the responsibility of the learner, or their organisation, to organise and pay for this, as it is not included in the price. We would advise that you do not book any travel and accommodation until confirmation is received advising that your place on the course has been secured. Please be aware that in some extenuating circumstances which are out of our control (e.g., in the event of a rail strike) we may need to make other provisions by moving the training online if it is not feasible for learners and trainers to physically attend. We will do our very best to not make any changes to in person delivery but on occasion this will be unavoidable. As such we recommend, where possible, that you book travel and accommodation which allows you to claim a refund up to the day before the training. This will help to safeguard your finances, as SafeLives are not responsible for travel and accommodation booked outside of our service.

Cancellations & Refunds:

SafeLives operates a cancellation and refund policy. All cancellations must be made in writing and submitted, via email, to the relevant training team (see **Contact Information**).

- For cancellations made more than 30 days prior to commencement of the course, a full refund will be made.
- For cancellations made between 14 and 30 days prior to commencement of the course, we
 will refund the fee in full if we are able to fill the place with another learner. If we are unable
 to fill the place, no refund will be made and if you have not paid the invoice issued, this will
 still need to be paid in full.
- For cancellations made less than 14 days prior to the commencement of the course, no refund will be made. And if you have not paid the invoice issued this will still need to be paid in full
- Once a course has commenced and a place is cancelled or a learner does not attend, no fees are refundable.

- As per the terms and conditions in relation to <u>substitutions</u>, where a learner is made redundant during the duration of the course SafeLives will support the learner to complete their training.
- Where a learner is dismissed from their position or voluntarily leaves their role, SafeLives will liaise with whomever paid for the course to determine the learner's future place on the course.
- It is only possible to defer your place to another course if there are extenuating circumstances, which SafeLives will review. Please be aware that we cannot guarantee deferrals will be possible or that additional fees will not be applicable.

All cancellations must be made in writing and submitted, via email, to the relevant training team.

SafeLives consider 'The Customer' responsible for; Payments, Drop Outs, Learner Swaps & Refunds, to be whomever is responsible for the payment of all associated fees. As such all correspondence and agreements relating, but not limited to, the above areas will be shared with 'The Customer' and where required, 'The Learner'.

Substitutions:

SafeLives follows an application and selection criteria based upon an individual's suitability to complete the course. Places may be offered to suitable colleagues up to 10 working days before the start of the course subject to approval by SafeLives.

SafeLives Cancellation:

SafeLives reserves the right to cancel a course at any time without liability. Should SafeLives cancel a course, we will endeavour to offer you a place on another course or provide a full refund.

OCN:

Our courses are mapped to National Occupation Standards for the domestic abuse sector and accredited by the Open College Network London Region (OCNLR)

OCN allocates credit values per topic and awards you credits on successful completion of individual units.

To achieve OCN accreditation you must have attended the full course and completed all units to the required standard.

For SafeLives to be able to offer OCN London accreditation, our training practices and procedures have been reviewed and approved in accordance with OCN London's accreditation framework.

Eligibility & Attendance Requirements:

Learners must be able to evidence that they have the required level of understanding for each topic covered. Assessment is via the completion of e-learning units, the submission of worksheets and through classroom work, all of which is internally moderated by SafeLives and externally verified by the appropriate accrediting body.

For some courses, learners will be sent links to Moodle and be required to complete e-learning module(s) before a course and/or before each block of training, this will take approximately 1 hour per module and will be monitored. Access to worksheets may be restricted prior to the completion of e-learning modules.

Learners may also be required to undertake tasks outside of the classroom as part of the course assessment. This may include (but is not limited to) attending a MARAC, reviewing services' case management procedures or creating and delivering presentations.

With regards to online sessions, learners are responsible for their own internet connection and accessing devices. You will need to have access to a computer with working and stable internet access which allows you to access Zoom.

We will not be providing recordings if you miss a session, and you will need to reattend to receive accreditation. Resitting missed parts of the course may incur <u>additional fees</u>.

You will also be required to have your camera on for the entirety of all online training sessions for security and safeguarding reasons.

We will perform an ID check on the first day of the course for both online and in room sessions. If your photographic ID (e.g., Passport or Drivers' Licence) does not match the name you have used to register for the course you will need to advise the <u>Training Coordinator</u> in advance of attendance as this may impact your participation and accreditation.

Learners are required to provide <u>feedback</u> at the end of each individual blocks and at the completion of training delivery. These forms are a course requirement, and it is the learners' responsibility to ensure that they are completed. The feedback is anonymous unless the learner requests to be contacted and provides their contact information.

For relevant courses, attendance of training is dependent on learners meeting these requirements. Any learner who has not met the requirements outlined in these requirements prior to the relevant deadline set before training commences will forfeit their space on the course and no fees will be refunded.

Support During the Course:

Attendance on the course is subject to the applicant having discussed and agreed this with their organisation. Contact details must be provided for a point of contact at the applicant's organisation, such as their manager or equivalent. If deemed necessary, contact may be made with the applicant's organisation to confirm that attendance has been approved and support given. SafeLives has the right to withdraw an application if a learner does not provide this information.

In most cases, learners will be funded to attend the course by their place of employment, and they must have the support of their manager to enable them to complete the written, assessed element of the course and in submitting worksheets within the agreed timescales.

Occasionally, we have learners who opt to self-fund the cost of the course. In these situations, we still require that the learner has the support of a line manager/equivalent role within an appropriate organisation who can support them while they are on the course and completing the worksheets.

Where a learner requires an extension for a worksheet, requests to defer or withdraw from course, if a learner fails to submit all worksheets by one month after the block 4 deadline, in cases of plagiarism, where there are safeguarding concerns, or where a learner does not provide prior notice of non-attendance, SafeLives will inform the learner's manager.

Attendance & Sitting Missed Parts of the Course:

We appreciate that unforeseen circumstances can arise but if you are unable to attend the training on the dates specified an <u>administration fee</u> may be charged. All learners who are unable to attend training at any time must inform a <u>SafeLives' Training Coordinator</u> as soon as possible.

If you request to attend one day of training on different dates, or at a different location as a result of a non-emergency request a <u>day delegate rate</u> maybe charged.

If you are unable to attend 2 or more days of a block of training, or if you are required to re-sit a block, or blocks, of training because you have failed the relevant worksheet, <u>additional fees</u> may be applied.

To arrange this, you will need to liaise with your <u>Training Coordinator</u>, and this is <u>subject to availability</u> on other courses.

12 day Training Attendance Requirements:

Learners can be absent for one day without being required to resit. If they wish to resit the missed day, there will additional fees applicable. If there are further absences, learners will be required to sit missed days at a later date.

4 day Training Attendance Requirements:

Learners are required to attend all four days of training.

Service Manager Training Attendance Requirements:

Learners can be absent for one session without penalty. If there are further absences, learners will be required to sit missed sessions at a later date.

Assessment:

Learners' work is assessed in the following ways:

- In-classroom assessment.
- Online e-learning modules.
- · Completion of tasks outside of the classroom.
- Completion of Worksheets.

All work is moderated by both an internal (SafeLives) and external (OCNLR) moderator. The worksheets and e-learning modules must be completed using Moodle, which is where learners will find their worksheet deadlines.

Additional Fees:

All assessments are required to be submitted within the deadlines detailed in the information given out at the beginning of the course. If a learner is unable to meet a deadline, they should speak to their course <u>Training Coordinator</u> to agree an <u>extension</u>. An extension is normally granted for a period of 2-4 weeks.

Except for exceptional circumstances, extensions will not be granted for longer than 3 months after the deadline for submission of a final worksheet, at which point the course closes. Where a learner is asked to make amendments to a worksheet, these must be submitted within 4 weeks of receiving your feedback from your assessor. At the discretion of the Training Coordinator, extensions can be given for these during the course; however, extensions for amendments will not be granted beyond the course closure date. Any worksheets submitted after the course closure date will incur the following fees:

- Assessment of worksheet submitted after course closure date with no exceptional circumstances (not including any additional costs incurred with OCN)
 - Payable Fee £100 per worksheet.
- Assessment of amendment to worksheet submitted after course closure with no exceptional circumstances (not including any additional costs incurred with OCN)
 - Payable Fee £75 per worksheet
- Learner resitting training due to failing worksheet after all permitted attempts. (Including cost of assessment and Internal Verification)
 - Payable Fee £100 per half day of training

- Learner' attending one day of training on different dates, or at a different location, as a result of a non-emergency request.
 - o Payable Fee £50 per half day of training
- Learners' assessment following <u>plagiarism</u> on a worksheet where it is agreed to continue with accreditation (including cost of Internal Verification)
 - Payable Fee £150 per worksheet

SafeLives consider 'The Customer' responsible for; Payments, Drop Outs, Learner Swaps & Refunds, to be whomever is responsible for the payment of all associated fees. As such all correspondence and agreements relating, but not limited to, the above areas will be shared with 'The Customer' and where required, 'The Learner'.

For explanation about exceptional circumstances please see SafeLives Extension Policy

Plagiarism:

Every learner must only submit work that is their own.

This is crucial for the integrity of our course and the qualification associated with it. We are asked to confirm to the Open College Network whether each individual learner has understood the materials in question, and we cannot do this unless every worksheet is completed independently.

We take this responsibility extremely seriously and feel that integrity in all aspects of our courses is fundamental.

We understand that learners who work in the same organisations will, to some extent, have similar experiences which they may include as examples in their worksheets. However, you will all be asked to confirm that all the work you hand in is your own. This also means that learners should not be copying large parts of their answers from the course manual or other materials (e.g., online resources). Where a quote is used, it must be clearly referenced.

It must be evident to the assessor that each person's work is their own. If two learners submit very similar worksheets, this will be queried under our plagiarism policy. SafeLives use the plagiarism software Turnitin and all learners' assignments will be submitted using this tool.

Where learners submit work which has been copied from another person, we will be unable to mark any of their work and they will not receive any accreditation for the course.

All learners are therefore asked to sign a declaration in Block 1 of the training to confirm that any work submitted will be entirely their own.

For the avoidance of doubt, here are some examples of the types of answers that will be rejected by our assessment team and which will prevent you from achieving your accreditation.

- If any learners put in substantially similar worksheets this will be queried under our plagiarism policy, we reserve the right to establish their understanding of the learning outcomes by another assessment method of our choice.
- If a learner copies large parts of their answers from the course manual or other
 publicly available materials (e.g., the internet), we will be unable to accept this as
 evidence of having understood the learning outcome and therefore cannot mark the
 work.
- Where learners submit work that we reasonably believe has been copied from another learner we will be unable to mark any of their work and they will not receive any accreditation for the course.

Procedure in cases of suspected Plagiarism:

Where copying is suspected, this will be brought to the attention of the course lead trainer and/or the learner's assessor and they will decide on an appropriate course of action.

This may result in the learner receiving feedback from their assessor, highlighting the issue and asking them to submit a new attempt.

If considered necessary, the Lead Assessor and the Learning and Quality Services Manager will be notified, and they will consider the matter.

If it is agreed that there is a case to be answered, the Lead Assessor will then notify the learner(s) involved and their line manager(s) and ask for a response, either written or verbal, within 10 working days.

If the learner wishes to respond verbally, this would be done in the form of an interview with two SafeLives representatives. The learner would be entitled to bring along representation if they required and would be notified as such. If, after this process, the learner maintains that no plagiarism has taken place, the matter would be referred to the OCN's quality reviewer who is responsible for external moderation, to review the case. If they determine that there is no case to answer, then no further action will take place.

If, however, they believe that there is a likelihood that plagiarism has occurred then the Lead Assessor and the Learning and Quality Services Manager will agree the appropriate action.

The following will be taken into consideration when determining what action should be taken:

- The proportion of the learner's assessments affected.
- Whether the learner has previously received a warning for plagiarism.

Whether it is believed the plagiarism is deliberate or accidental action could include the following:

- Communication with the student and a formal warning as to their future conduct.
- Requirement for a learner to participate in a conversation with an assessor to go through the assessment questions orally.
- Requirement that the work be resubmitted.
- · Failure of the worksheets concerned.
- Removal of the learner from the course.

If learners are required to resubmit worksheets as a result of plagiarism, SafeLives may charge additional fees.

Learner Feedback:

Learners are required to provide feedback at the end of each individual blocks and at the completion of training delivery. These forms are a course requirement, and it is the learners' responsibility to ensure that they are completed. The feedback is anonymous unless the learner requests to be contacted and provides their contact information.

Participation & Respect:

Learners are expected to participate fully in the course, both online and in room, respectfully sharing their ideas, views and experiences with other group members, SafeLives staff and guest speakers.

We expect all learners to model pro-social behaviour and this forms part of the <u>assessment criteria</u> for the course.

Should a learner fail to respect the identities, views and opinions of others, SafeLives may refer the matter to the <u>individuals' manager</u>. If any inappropriate behaviour is persistent, SafeLives reserve the right to withdraw the learners training place and no fees will be refundable.

With regards to online sessions, learners are responsible for their own internet connection and accessing devices. You will need to have access to a computer with working and stable internet access which allows you to access Zoom.

We will not be providing recordings if you miss a session, and you will need to reattend to receive accreditation. Resitting missed parts of the course may incur <u>additional fees</u>.

You will also be required to have your camera on for the entirety of all online training sessions for security and safeguarding reasons.

As with in room courses, learners attending online training are asked not to undertake other areas of work, childcare, participate in other training or hold telephone conversations unrelated to the course they are attending. It is also important that learners attending online courses consider that the content of training may be unsuitable for some audiences and are asked to consider who else is in attendance.

This is in accordance with SafeLives <u>Attendance Requirements</u> and if deemed necessary SafeLives will <u>inform the learner's manager</u>.

We will perform an ID check on the first day of the course for both online and in room sessions. If your photographic ID (e.g., driving licence/birth certificate/passport/NHS Identity card/valid EU photo ID card) does not match the name you have used to register for the course you will need to advise the Training Coordinator in advance of attendance as this may impact your participation and accreditation.

Confidentiality:

Any personal disclosure that takes place during the course shall remain within the training room, except where such a disclosure relates to risk of harm to an individual or relates to child protection. Should the lead trainer identify that a disclosure relates to risk of harm or a child protection issue, SafeLives reserves the right to share information with the relevant authorities in accordance with current legislative requirements.

Data Protection:

SafeLives complies with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. Full information regarding how we use your data will be provided upon request. Please send your request to:

Laura Griffiths
SafeLives Data Protection Officer
laura.griffiths@safelives.org.uk

Further information regarding data protection can be found in the <u>Data Protection Privacy</u> Notice

Complaints & Appeals:

Complaints in the first instance should be made to the specific <u>SafeLives Programme Lead</u>. If you are unhappy with the outcome then it will be taken up as per SafeLives' complaints procedure, which is available upon request.

If you wish to appeal any decision, please request the 'Appeals Policy for SafeLives Training'

Copyright:

All intellectual property rights remain the property of SafeLives and/or the guest speaker(s). Any copies made of course manuals, booklets or training aids will be an infringement of copyright unless agreed in writing by SafeLives or the relevant guest speaker.

Disclaimer & Limitations of Liability:

SafeLives accepts no responsibility for the use you make or conclusions you draw from training materials provided on the course, whether these take the form of written information, verbal instructions or discussions and information sharing within the training setting. The training materials are not designed to give professional advice or recommendations on specific cases or situations.

Views expressed in the training setting are not necessarily those of or endorsed by SafeLives.

SafeLives excludes all liability and responsibility for any amount, kind of loss or damage that may result to learners or any third party without limitation

Privacy Statement:

SafeLives will not pass on your business or personal contact details to third party organisations.

However, if a third-party contacts SafeLives to verify whether you have passed SafeLives' Idva training, we will confirm this information in writing to the third party without passing on any other contact information.

Verification of qualification requests should be sent to your <u>relevant team via email</u> or addressed to:

Operations Manager SafeLives Training Team Suite 2a, Whitefriars Lewins Mead Bristol BS1 2NT

Contact Information:

For all enquiries relating to:

• Independent Domestic Violence Advisor (Idva)

Please contact idva@safelives.org.uk

For all enquiries relating to:

- · Responding to victims of sexual violence
- Outreach workers
- Responding to young people
- Responding to older people
- Service Managers

Please contact training@safelives.org.uk

Part 2: Deadline & Extension Policy

Occasionally learners will need to request an extension to a deadline for their assignment. These are granted at the discretion of the department and the information below is designed to help you to decide if you should apply for an extension.

Each course has a course closure date (CCD), which is the final date in which learners can submit their assignments for assessment. Any learners submitting work after CCD will be subject to fees outlined below. Learners will have one year from the CCD to complete any outstanding work without needing to resit the course, inclusive of extensions, assuming they have attended the required number of training days.

We understand that there will be some instances when, for a very genuine reason, you cannot meet the CCD. In these situations, you can apply to the <u>course coordinator</u> for an extension.

Extensions beyond CCD will only be given in situations which are serious and beyond your control. You will also be asked to provide documentary evidence of circumstances surrounding your request for an extension, for example a certificate or letter from your doctor or a letter from your line manager. Please note that this should not include photographic evidence of illness or injury.

The grounds for granting an extension will vary, and SafeLives will always consider your individual circumstances.

The following provides some broad examples of what may and may not be considered, however the list does not infer what the outcome of a request will be, and it is not intended to be definitive.

Coursework submitted after the CCD, without prior approval, will normally receive a maximum mark of 40%.

Coursework that is handed in after five working days or more, without prior approval, will normally incur an <u>additional fee</u> for late submission to cover the cost of assessing and administration.

Situations which would be considered for an extension:

- Medical: For example; having to go into hospital either as an emergency or for an operation. Also, if you are ill and off work for a significant amount of time before a deadline.
- Bereavement: Close family members
- Serious Family Problems: An extension may be granted if these were unavoidable and of a serious nature; supporting evidence may be required.
- Personal (other than above): Only in exceptional circumstances.

Examples which would be unlikely to be granted an extension:

- Computer Problems: An extension will not normally be granted. It is your responsibility to take
 reasonable precautions against equipment failure. Where work is not completed directly on
 Moodle, learners MUST make and keep back-up copies of all computer-based material and
 keep at least one back-up copy in a physically separate location from the current, 'Master'
 copy.
- Funeral of a distant relative.
- You did not understand the deadline.
- You have other work/personal life commitments such as high workload, holidays etc.

How to apply for an extension:

If you need to apply for an extension, please download the *Extension Request Form* from Moodle or ask your <u>Training Coordinator</u> to provide a copy.

This should be completed and sent to the course Training Coordinator as soon as possible so that you can receive a decision as to whether you have been granted an extension and if so, for how long.

Please note that unless you have funded your course yourself, <u>your manager will be notified</u> of any extensions granted throughout the course.

Part 3: Additional Fees & Deadlines

All assessments are required to be submitted within the deadlines detailed in the information given out at the beginning of the course. If a learner is unable to meet a deadline, they should speak to their course <u>Training Coordinator</u> to agree an <u>extension</u>. An extension is normally granted for a period of 2-4 weeks.

Except for exceptional circumstances, extensions will not be granted for longer than 3 months after the deadline for submission of a final worksheet, at which point the course closes. Where a learner is asked to make amendments to a worksheet, these must be submitted within 4 weeks of receiving your feedback from your assessor. At the discretion of the Training Coordinator, extensions can be given for these during the course; however, extensions for amendments will not be granted beyond the course closure date. Any worksheets submitted after the course closure date will incur the following fees:

- Assessment of worksheet submitted after course closure date with no exceptional circumstances (not including any additional costs incurred with OCN/SQA)
 - Payable Fee £100 per worksheet.
- Assessment of amendment to worksheet submitted after course closure with no exceptional circumstances (not including any additional costs incurred with OCN/SQA)
 - Payable Fee £75 per worksheet
- Learner resitting training due to failing worksheet after all permitted attempts.
 (Including cost of assessment and Internal Verification)
 - Payable Fee £100 per half day of training
- Learners' assessment following <u>plagiarism</u> on a worksheet where it is agreed to continue with accreditation (including cost of Internal Verification)
 - Payable Fee £150 per worksheet
- Learner' attending one day of training on different dates, or at a different location as a result of a non-emergency request.
 - Payable Fee £50 per half day of training

SafeLives consider 'The Customer' responsible for; Payments, Drop Outs, Learner Swaps & Refunds, to be whomever is responsible for the payment of all associated fees. As such all correspondence and agreements relating, but not limited to, the above areas will be shared with 'The Customer' and where required, 'The Learner'.

For explanation about exceptional circumstances please see SafeLives Extension Policy

Part 4: Appeals Policy

This policy allows a learner (or applicant) to appeal in writing, on specified grounds, against a decision made by the Lead trainer in respect of any SafeLives training and associated assessment and accreditation.

A learner may only appeal against a decision upon one or more of the following grounds:

That the application policy for securing a place on the training course is considered unfair or unreasonable

- That a decision regarding attendance on the training course is considered unfair or unreasonable.
- That a decision regarding completion of the course skills practice or case management exercise is considered unfair or unreasonable.
- That a decision regarding completion and/or submission of the course worksheets, including the associated deadlines, is considered unfair or unreasonable.
- That a decision regarding a breach of the plagiarism policy is considered unfair or unreasonable.
- That a decision regarding achievement of the <u>OCN accreditation</u> and/or the SafeLives certificate, including the opportunity to re-sit any part of the course (by spoken assessment, individual assessment or any other means), is considered unfair or unreasonable.

The learner (or applicant) must put their concern in writing within 14 days of receiving the decision from SafeLives.

This appeal should be directed to the relevant course <u>Training Coordinator</u> who will be able to provide contact details of an **Interval Verifier**. The Internal Verifier will consider all the information and either uphold the appeal or make a new decision.

Failure to reach a satisfactory outcome at this stage will result in the case being referred to the **SafeLives** *Director of External Relations* and ultimately, the **SafeLives** *Board of Trustees*.

Each stage of the decision-making process will be conveyed to the learner and the decision of the Board of Trustees will be considered final.

Part 5: Data Protection Privacy Notice

About Us:

SafeLives is a charity registered in England and Wales with *Charity No. 1106864* and our registered address is:

Suite 2a, Whitefriars Lewins Mead Bristol BS1 2NT.

SafeLives is the '*Data Controller*' for the purposes of the UK GDPR and the Data Protection Act 2018.

About this Privacy Notice:

This Privacy Notice explains how we will process any personal data that we collect from you, or that you provide to us via:

- Application forms
- Emails
- Extension Request Forms

When we refer to "**Personal Data**" in this notice it means any information that relates to you from which you can be identified either directly or indirectly.

We appreciate the trust you place in us when sharing your personal data. The security of that data is very important to us.

In this notice, we explain how we collect, use and protect your personal data.

We also explain your rights regarding your personal data and how you can exercise those rights

What Personal Data We Collect & Why:

The types and categories of data being collected may include:

Contact Data:

- Name
- Addresses
- Emails
- Telephone Numbers
- Date of Birth

Contact Data:

- Ethnicity
- Gender Identity
- Sexual Orientation

We collect personal data from you for one or more of the following purposes:

- To provide with information that you have requested or that we think may be relevant to a subject in which you have demonstrated an interest.
- To initiate and complete commercial transactions with you, or the entity that you represent, for the purchase of products and/or services.
- To fulfil a contract that we have entered into, with you or with the entity that you represent. In these circumstances, it may be your entity, rather than yourself, that has provided us with your personal data.
- To provide access to third party software and to deliver training materials.
- To ensure the security and safe operation of our websites and underlying business infrastructure.
- To manage any communication between you and us.

What is Lawful Basis for Data Collection?

- Consent: the individual has given clear consent for you to process their personal data for a specific purpose.
- Contract: the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.

Disclosure and Storage of Your Personal Data:

SafeLives will maintain all learner records and details of achievement in an accurate, timely and secure manner, for a minimum of seven years, in line with the requirements of OCN and Data
Protection Legislation and make these records available for external quality assurance and auditing purposes, as required via SharePoint.

SafeLives will retain complete accurate records, for at least three years from completion of all qualifications, units and programmes and make these available to OCN upon request. The records required will be specified by OCN and may include assessment and verification records, certificate claims, learner data for each qualification, unit and programme.

SafeLives will maintain learner records and details of achievement for each qualification, unit and programme undertaken by learners on the open-source learning platform Moodle which is used for learners to undertake e-learning modules, complete and upload worksheets, received assessor feedback and grades as well as accessing additional learning materials. SafeLives will only hold data,

on Moodle, for as long as necessary for the purposes specified. This information may be archived indefinitely, unless the owner of the data requests for its deletion. Via Moodle your worksheets may also be reviewed for plagiarism using <u>Turnitin</u> Software.

SafeLives will maintain learners' records relating to, expression of interest, course applications, invoicing and course allocation on the training and event management system Arlo. Arlo is utilised by SafeLives to capture registration of learner interest in specific courses, for the purposes of providing information relating to course dates and application registration dates. Application forms, which will include specific types of personal and special category data relevant to eligibility of course attendance will also be stored here as will confirmation of specific courses that applicants have been allocated to attend or have successfully attended. Arlo is also utilised to confirm the use of subsidies and submission of invoices for payment for course attendance. SafeLives will retain your personal information for as long as is needed to fulfil the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law (such as tax, accounting or other legal requirements). This information may be archived indefinitely, unless the owner of the data requests for its deletion.

Security Measures:

We have physical, electronic, and managerial procedures to safeguard and secure the information we collect. We do not, however, have any control over what happens between your device and the boundary of our information infrastructure. You should be aware of the many information security risks that exist and take appropriate steps to safeguard your own information. We accept no liability in respect of breaches that occur beyond our sphere of control.

Your rights as a data subject:

The right to be informed

As a data controller, we are obliged to provide clear and transparent information about our data processing activities. This is provided by this privacy notice and any related communications we may send you.

The right of access

You may request a copy of the personal data we hold about you free of charge. Once we have verified your identity and, if relevant, the authority of any third-party requestor, we will provide access to the personal data we hold about you as well as the following information:

- a) The purposes of the processing.
- b) The categories of personal data concerned.
- c) The recipients to whom the personal data has been disclosed.
- d) The retention period or envisioned retention period for that personal data.
- e) When personal data has been collected from a third party, the source of the personal data

If there are exceptional circumstances that mean we can refuse to provide the information, we will explain them. If requests are frivolous or vexatious, we reserve the right to refuse them. If answering requests is likely to require additional time or unreasonable expense (which you may have to meet), we will inform you.

The right to rectification

If you believe we hold inaccurate or incomplete personal information about you, you may exercise your right to correct or complete this data. This may be used with the right to restrict processing to make sure that incorrect/incomplete information is not processed until it is corrected.

The right to erasure (the 'right to be forgotten')

Where no overriding legal basis or legitimate reason continues to exist for processing personal data, you may request that we delete the personal data. This includes personal data that may have been unlawfully processed. We will take all reasonable steps to ensure erasure.

The right to restrict processing

You may ask us to stop processing your personal data. We will still hold the data but will not process it any further. This right is an alternative to the right to erasure. If one of the following conditions applies, you may exercise the right to restrict processing:

- a) The accuracy of the personal data is contested.
- b) Processing of the personal data is unlawful.
- c) We no longer need the personal data for processing, but the personal data is required for part of a legal process.
- d) The right to object has been exercised and processing is restricted pending a decision on the status of the processing.

The right to data portability

You may request your set of personal data be transferred to another controller or processor, provided in a commonly used and machine-readable format. This right is only available if the original processing was on the basis of consent, the processing is by automated means and if the processing is based on the fulfilment of a contractual obligation.

The right to object

You have the right to object to our processing of your data under one of the following conditions:

- a) Processing is based on legitimate interest.
- b) Processing is for the purpose of direct marketing.
- c) Processing is for the purposes of scientific or historic research.
- d) Processing involves automated decision-making and profiling.

Contact Us:

If you have questions about how we process personal data, or would like to exercise your data subject rights, please email:

SafeLives Data Protection Officer

laura.griffiths@safelives.org.uk.

Complaints:

Should you feel unsatisfied with our handling of your data, or about any complaint that you have made to us about our handling of your data, you are entitled to escalate your complaint to a supervisory authority within the EU.

For the UK, this is the *ICO (Information Commissioner's Office)*, which is also our lead supervisory authority.

ICO contact information can be found at https://ico.org.uk/global/contact-us/.

Last reviewed:	May 2023
Next review due:	May 2024
Owned by:	Senior Training Lead
Version:	V03