



BEACON POLICIES 19/20

BEACON POLICIES

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ABSENCE AND SICKNESS POLICY

This policy relates to all employed Beacon staff and sets out the procedure for reporting episodes of absence or sickness. It also sets out procedures for managing short and long term absence and sickness in a fair and consistent way. Beacon will treat staff sympathetically who are ill or who are absent for other reasons and will make every effort to assist employees to return to work. However, the management team at Beacon is aware that continued absence or sickness can put added pressure on work colleagues.

Sickness and absence will be monitored by the directors.

Managing Sickness and Absence

- Accurate records of any sickness and absence must be maintained. Any actions taken must also be noted
- A 'return to work interview' may be conducted and recorded to ensure that staff are fit to return to work following their period of sickness or absence
- When a staff member reports sickness or absence the reasons for this must be explored at the earliest opportunity
- Occupational health advice must be sought if it is felt that work is impacting upon a staff member's health
- Pregnancy-related sickness and absence must be recorded separately from other sickness or absence episodes

Procedure for Reporting Sickness and Absence

- Any sickness or absence must be reported in the first instance to one of the directors by phone within 15 minutes of your formal start time. Should the directors all be sick or absent then contact can be made by phone, email or text.
- If a staff member falls ill during the day and in cases where class attendance is required later in the day, sickness or absence must be reported immediately upon becoming aware of the possibility of being late or absent.
- When reporting sickness or absence from work the following information should be given:
 - The expected amount of time off work
 - Any work that needs to be completed by others
 - Any appointments which may need to be rescheduled
- If a staff member is absent due to sickness over 3 days but less than 7 days, he/she will have to produce a self-certification form.
- Where the sickness absence lasts for more than 7 days, the member of staff must provide a relevant

- doctor's certificate (a fit note), which will state why the member of staff is not fit for work.
- If the sickness absence is going to continue when the fit note or doctor's certificate expires, it is the responsibility of the member of staff to provide the company with a new certificate covering continued absence.
- The company's policy is an allowance of 10 days paid sickness absence before reverting to Statutory Sick Pay.
- Failure of staff to comply with the policy may result in them being subject to Disciplinary Proceedings

Sickness and Absence whilst on Annual Leave

If a staff member falls ill on an annual leave day they can reclaim the annual leave days provided they supply a note to cover those days. Should a staff member require leave of absence over an annual leave period then it is at the discretion of the directors to reimburse the annual leave days.

Repeated Short Term Absence

The absence of a member of staff for 6 periods of absence in a rolling 12-month period or a total of more than 11 working days within the same period will trigger the formal Sickness Absence Procedure. This will comprise:

Stage 1 - Absence Review Meeting

- to explore reasons for absence
- to explore alternative working arrangements
- to set targets for improvement

The outcome of the review meeting will be sent to the staff member within 10 working days of the meeting and a copy will be kept in the staff member's file

Should the targets agreed in Stage 1 not be met then this will trigger:

Stage 2 - Absence Review Meeting

- to explore reasons for targets not being met
- to explore the possibility of occupational health input
- to set further targets for improvement

Should the agreed targets not be met then this will trigger:

Stage 3 - Absence Review Meeting

- to explore reasons for targets not being met
- to explore possible occupational health outcomes

- to advise that the staff member's job may be at risk if attendance does not improve
- to issue a final warning and targets for improvement

Final Absence Review Meeting and Dismissal

- to explore reasons for targets not being met
- to discuss any mitigating circumstances to discuss
 Occupational Health advice
- to issues notice of dismissal

Staff can bring a Trades Union Representative or colleague to the meetings and will be actively encouraged to do so.

Management of Long Term Sickness and Absence

- Contact should be maintained with the member of staff
- Occupational health advice should be requested for the staff member
- Based on occupational health advice the options for job redesign can be explored. However, should the staff member be deemed unfit to return to work on any grounds then dismissal may be the only option.
- On return to work following long term absence the

manager will meet with the staff member on a regular basis to provide support. Where possible a phased return to work will be implemented.

Right to Appeal

Staff members can appeal against any decision made. An appeal must be made in writing to the directors within 10 working days of receiving notification of any action being taken. The staff member must state the reasons for the appeal.

Arrangements will be made to hear the appeal as soon as is reasonably practicable.

ACCEPTABLE USE OF IT POLICY

Beacon's Acceptable use of IT policy is designed to promote safe and appropriate practices and uses of IT through establishing clear and robust acceptable use guidelines for Beacon staff, learners and contractors.

Beacon's Acceptable use of IT Policy covers the use of email, mobile phones, Beacon databases, social media and the Internet while under the employment of Beacon, while conducting business on behalf of Beacon as a contractor or in a learning environment managed by Beacon.

EMAIL

Use of email is encouraged where such use supports the goals and objectives of learners, employees and contractors.

However, Beacon has a policy for the use of email whereby the employee, contractor or user must ensure that they:

- comply with current legislation
- use email in an acceptable way
- do not create unnecessary business risk to the company by their misuse

UNACCEPTABLE BEHAVIOUR

- forwarding of company confidential messages to external locations
- distributing, disseminating or storing images, text or materials that might be considered indecent, pornographic, obscene or illegal
- distributing, disseminating or storing images, text or materials that might be considered discriminatory, offensive or abusive, in that the context is a personal attack, sexist, racist, or might be considered as harassment (cyber-bullying)
- accessing copyrighted information in a way that violates the copyright
- breaking into the company's or another organisation's system or unauthorised use of a password/mailbox
- broadcasting unsolicited personal views on social, political, religious or other non-business or educationally related matters
- transmitting unsolicited commercial or advertising material
- undertaking deliberate activities that waste staff effort or networked resources

• introducing any form of computer virus or malware into the corporate network

MONITORING

Beacon accepts that the use of email is a valuable tool. However, misuse of this facility can have a negative impact upon employees' and learner's productivity and the reputation of the business. In addition, all of the company's email resources are provided for business and educational purposes. Therefore, the company maintains the right to examine any systems and inspect any data recorded in those systems.

In order to ensure compliance with this policy, the company also reserves the right to use monitoring software in order to check upon the use and content of emails. Such monitoring is for legitimate purposes only and will be undertaken in accordance with a procedure agreed with employees, contractors and learners.

SANCTIONS

Where it is believed that an employee, contractor or learner has failed to comply with this policy, they will face the company's disciplinary procedure. If the employee, contractor or learner is found to have breached the policy, they will face a disciplinary penalty ranging from a verbal warning to dismissal. The actual penalty applied will depend on factors such as the seriousness of the breach and the employee's, contractor's or learner's disciplinary record.

ACCESSING THE INTERNET AND BEACON'S INTRANET

Beacon employees, contractors and learners are expected to use the Internet responsibly and productively.

Internet access provided by Beacon is limited to jobrelated or educational activities only and personal use is not permitted.

All Internet data that is composed, transmitted and/or received by Beacon's computer systems is considered to belong to Beacon and is recognised as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties. The equipment, services and technology used to access the Internet are the property of Beacon and Beacon thus reserves the right to monitor Internet traffic and monitor and access data that is composed, sent or received through its online connections or equipment.

All sites and downloads may be monitored and/or blocked by Beacon if they are deemed to be harmful and/or not productive.

The installation of software such as instant messaging technology is strictly prohibited.

UNACCEPTABLE USE OF THE INTERNET

Unacceptable use of the internet by employees, learners and contractors includes, but is not limited to:

- Sending or posting discriminatory, harassing, or threatening messages or images on the Internet or via Beacon's email service or from a Beacon computer.
- Using computers to perpetrate any form of fraud, and/or software, film or music piracy.
- Stealing, using, or disclosing someone else's password without authorisation.
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorisation.
- Sharing confidential material, IP, or proprietary information outside of the company.
- Hacking into unauthorised websites.
- Sending or posting information that is defamatory to the company, its products/services, colleagues, customers or learners.
- Introducing malicious software onto the company

- network and/or jeopardising the security of Beacon's electronic communications systems
- Sending or posting chain letters, solicitations, or advertisements not related to business or educational purposes or activities.
- Passing off personal views as representing those of Beacon's.

If an employee, learner or contractor is unsure about what constituted acceptable Internet usage, then he/ she should see further guidance and clarification from their tutor or line-manger.

All terms and conditions as stated in this document are applicable to all users of Beacon's network and Internet connection. All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies will be subject to disciplinary actions deemed appropriate by Beacon.

MOBILE USE

It is recognised that mobile phones can cause an unnecessary distraction during the working day and can be intrusive when used in the company of others.

Beacon's employees, learners and contractors are permitted to have their personal mobile phones about their person; however there is a clear expectation that all personal use is limited to allocated lunch and/or tea breaks.

Other than in agreed exceptional circumstances, phones must be switched off and personal calls and texts must not be taken or made during work or lesson times.

ANTI-CORRUPTION AND BRIBERY POLICY

1. POLICY STATEMENT

- 1.1 It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery.
- 1.2 We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. However, we remain bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct both at home and abroad.
- 1.3 The purpose of this policy is to:

 (a) set out our responsibilities, and of those
 working for us, in observing and upholding our
 position on bribery and corruption; and
 (b) provide information and guidance to those
 working for us on how to recognise and deal with
 bribery and corruption issues.
- 1.4 Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if we are found to have taken part in corruption we could face an unlimited fine, be excluded from tendering for public contracts and face damage to our reputation. We therefore take our legal responsibilities very seriously.
- 1.5 We have identified that external contractors are a particular risk for our business. To address those risks, we have included this policy as part of all external contractors' Service Level Agreements.
- 1.6 In this policy, third party means any individual or organisation who comes into contact with us during the course of their work for us, and includes actual and potential clients, customers, suppliers, distributors, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2. WHO IS COVERED BY THE POLICY?

This policy applies to all individuals working at all levels and grades, including senior managers, officers, directors, employees (whether permanent, fixed-term or temporary), consultants, contractors, trainees, seconded staff, homeworkers, casual workers and agency staff, volunteers, interns, agents, sponsors, or any other

person associated with us, or any of our subsidiaries or their employees, wherever located (collectively referred to as workers in this policy).

3. WHAT IS BRIBERY?

A bribe is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

EXAMPLES:

Offering a bribe

You offer a potential client tickets to a major sporting event, but only if they agree to do business with us.

This would be an offence as you are making the offer to gain a commercial and contractual advantage. We may also be found to have committed an offence because the offer has been made to obtain business for us. It may also be an offence for the potential client to accept your offer.

Receiving a bribe

A supplier gives your nephew a job, but makes it clear that in return they expect you to use your influence in our organisation to ensure we continue to do business with them.

It is an offence for a supplier to make such an offer. It would be an offence for you to accept the offer as you would be doing so to gain a personal advantage.

Bribing a foreign official

You arrange for the business to pay an additional payment to a foreign official to speed up an administrative process, such as clearing our goods through customs.

The offence of bribing a foreign public official has been committed as soon as the offer is made. This is because it is made to gain a business advantage for us. We may also be found to have committed an offence.

4. GIFTS AND HOSPITALITY

- 4.1 This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties.
- 4.2 The giving or receipt of gifts is not prohibited, if the following requirements are met:

 (a) it is not made with the intention of influencing a third party to obtain or retain business or a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favours or benefits;
 - (b) it complies with local law;
 - (c) it is given in our name, not in your name;
 - (d) it does not include cash or a cash equivalent (such as gift certificates or vouchers);
 - (e) it is appropriate in the circumstances. For example, in the UK it is customary for small gifts to be given at Christmas time;
 - (f) taking into account the reason for the gift, it is of an appropriate type and value and given at an appropriate time;
 - (g) it is given openly, not secretly; and (h) gifts should not be offered to, or accepted from, government officials or representatives, or politicians or political parties, without the prior approval of the Director of Learning and Development.
- 4.3 We appreciate that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable and justifiable. The intention behind the gift should always be considered.

5. WHAT IS NOT ACCEPTABLE?

It is not acceptable for you (or someone on your behalf) to:

- (a) give, promise to give, or offer, a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given;
- (b) give, promise to give, or offer, a payment, gift or hospitality to a government official, agent or representative to "facilitate" or expedite a routine procedure;
- (c) accept payment, a gift or hospitality from a third party if you know or suspect is offered or provided with an expectation that it will obtain a business advantage for them or that a business advantage will be provided by us in return;

- (d) threaten or retaliate against another worker who has refused to commit a bribery offence or who has raised concerns under this policy; or
- (e) engage in any activity that might lead to a breach of this policy.

6. FACILITATION PAYMENTS AND KICKBACKS

- 1.1. We do not make, and will not accept, facilitation payments or "kickbacks" of any kind. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK, but are common in some other jurisdictions in which we operate.
- 1.2. If you are asked to make a payment on our behalf, you should always be mindful of what the payment is for and whether the amount requested is proportionate to the goods or services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions, concerns or queries regarding a payment, you should raise these with the Director of Contracts and Funding.
- 1.3. Kickbacks are typically negotiated payments in the form of commission in return for a business favour or advantage. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback will be made or accepted by us.

7. DONATIONS

We make contributions to political parties, but these are never made in an attempt to influence any decision or gain a business advantage and are always publically disclosed.

8. YOUR RESPONSIBILITIES

- 8.1 You must ensure that you read, understand and comply with this policy.
- 8.2 The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for us or under our control. All workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.
- 8.3 You must notify The Director of Contracts and Funding as soon as possible if you believe or suspect that a conflict with this policy has occurred or may occur in the future. For example, if a client or potential client offers you something to gain a business advantage with us or indicates to you that a gift or payment is required to secure their business. Further "red flags" that may indicate bribery or corruption are set out in the Schedule.
- 8.4 Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship with other workers if they breach this policy.

9. RECORD-KEEPING

- 9.1 We must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.
- 9.2 You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.
- 9.3 You must ensure all expenses claims relating to hospitality, gifts or expenses incurred to third parties are submitted in accordance with our expenses policy and specifically record the reason for the expenditure.
- 9.4 All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as clients, suppliers and business contacts, should be prepared and maintained with strict accuracy and completeness. No accounts must be kept "offbook" to facilitate or conceal improper payments.

10. HOW TO RAISE A CONCERN

You are encouraged to raise concerns about any issue or suspicion of malpractice at the earliest possible stage. If you are unsure whether a particular act constitutes bribery or corruption, or if you have

any other queries, these should be raised with your line manager OR the Director of Contracts and Funding.

11. WHAT TO DO IF YOU ARE A VICTIM OF BRIBERY OR CORRUPTION

It is important that you tell the Director of Contracts and Funding as soon as possible if you are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that you are a victim of another form of unlawful activity.

12. PROTECTION

- 12.1 Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. We aim to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.
- 12.2 We are committed to ensuring that no one suffers any detrimental treatment as a result of refusing to take part in bribery or corruption, or because of reporting in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place, or may take place in the future. Detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform the line manager immediately. If the matter is not remedied, and you are an employee, you should raise it formally using our Grievance Procedure.

13. TRAINING AND COMMUNICATION

- 1.1. Training on this policy forms part of the induction process for all new workers. All existing workers will receive regular, relevant training on how to implement and adhere to this policy.
- 1.2. Our zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of our business relationship with them and as appropriate thereafter.

14. WHO IS RESPONSIBLE FOR THE POLICY?

- 14.1 The board of directors has overall responsibility for ensuring this policy complies with our legal and ethical obligations, and that all those under our control comply with it.
- 14.2 The Director of Contracts and Funding has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

15. MONITORING AND REVIEW

- 15.1 The line manager will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any improvements identified will be made as soon as possible. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering bribery and corruption.
- 15.2 All workers are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.
- 15.3 Workers are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the line manager.
- 15.4 This policy does not form part of any employee's contract of employment and it may be amended at any time.

POTENTIAL RISK SCENARIOS: "RED FLAGS"

The following is a list of possible red flags that may arise during the course of you working for us and which may raise concerns under various anti-bribery and anti-corruption laws. The list is not intended to be exhaustive and is for illustrative purposes only.

If you encounter any of these red flags while working for us, you must report them promptly to the Director of Contracts and Funding:

- (a) you become aware that a third party engages in, or has been accused of engaging in, improper business practices;
- (b) you learn that a third party has a reputation for

- paying bribes, or requiring that bribes are paid to them, or has a reputation for having a "special relationship" with foreign government officials;
- (c) a third party insists on receiving a commission or fee payment before committing to sign up to a contract with us, or carrying out a government function or process for us;
- (d) a third party requests payment in cash and/ or refuses to sign a formal commission or fee agreement, or to provide an invoice or receipt for a payment made;
- (e) a third party requests that payment is made to a country or geographic location different from where the third party resides or conducts business;
- (f) a third party requests an unexpected additional fee or commission to "facilitate" a service;
- (g) a third party demands lavish entertainment or gifts before commencing or continuing contractual negotiations or provision of services;
- (h) a third party requests that a payment is made to "overlook" potential legal violations;
- a third party requests that you provide employment or some other advantage to a friend or relative;
- (j) you receive an invoice from a third party that appears to be non-standard or customised;
- (k) a third party insists on the use of side letters or refuses to put terms agreed in writing;
- you notice that we have been invoiced for a commission or fee payment that appears large given the service stated to have been provided;
- (m) a third party requests or requires the use of an agent, intermediary, consultant, distributor or supplier that is not typically used by or known to us;
- (n) you are offered an unusually generous gift or offered lavish hospitality by a third party.

APPRAISAL & PERFORMANCE MANAGEMENT POLICY

OVERVIEW

At least once a year every member of staff will have an appraisal where their performance is reviewed. Where appropriate, they will be set targets for improvement. Appraisal will be central to the Staff Training and Development Policy and will be used to identify and agree appropriate opportunities for training and development.

OBJECTIVES

- To appraise the performance of each member of staff and to praise them for their contributions to the successes of Beacon Education Partnership Limited.
- 2. To use all the evidence gathered through the Beacon self-evaluation strategy to underpin the appraisal process.
- 3. To give each member of staff a clear review of their strengths and to identify any areas for professional development.
- 4. To offer advice, support and training where areas for development have been agreed.
- 5. To use appraisal to improve the quality of teaching and learning and to raise standards.

STRATEGY

- 1. The directors will lead and manage the strategy for staff appraisal.
- Appropriately qualified and experienced members of staff will be appointed by the directors to carry out appraisals of others.
- The appraiser and the appraisee will be given time to prepare and gather evidence prior to the appraisal meeting.
- 4. Normally, appraisal meetings will be confidential to those involved and the directors, but, in some circumstances, the directors will have the discretion to share the findings with appropriate others. Where this is done the appraisee will be informed.

- 5. At the end of each appraisal up to five targets may be set for improvement and a time scale will be agreed for their achievement. The directors will set strategies for monitoring, evaluation and review of the targets.
- 6. The targets set will reflect the educational priorities of Beacon as well as individual matters for development.
- 7. A written appraisal statement will be produced, and a copy will be given to the appraisee. Another copy will be kept by Beacon.

OUTCOMES

Appraisal will be key to the process of achieving Beacon's aims. It will underpin the professional development of the staff and it will make a significant contribution to improving progress and raising standards of achievement and retention. It will give members of staff credit for what they do, and it will celebrate the contributions that they make to the company's success.

ASSESSMENT MALPRACTICE POLICY

THE AIM IS TO:

- Identify and minimise the risk of malpractice by staff or learners
- Respond to any incident of alleged malpractice promptly and objectively
- Standardise and record any investigation of malpractice to ensure openness and fairness
- Impose appropriate penalties and/or sanctions on learners or staff where incidents (or alleged incidents) of malpractice are proven
- Protect the integrity of this centre and the qualifications it delivers

IN ORDER TO DO THIS, THE CENTRE WILL:

- Seek to avoid potential malpractice by using the induction period and student handbook to inform learners of the centre's policy on malpractice and the penalties for attempted and actual incidents of malpractice
- Show learners the appropriate formats to record cited texts and other materials or information sources
- Ask learners to declare that the work is their own
- Ask learners to provide evidence that they have interpreted and synthesised appropriate information and acknowledge any sources used
- Conduct an investigation in a form commensurate with the nature of the malpractice allegation. Such an investigation will be supported by the centre manager and all personnel linked to the allegation. It will proceed through the following stages:
 - 1. Initial inquiry
 - 2. Report
 - 3. Decision
- Make the individual fully aware at the earliest opportunity of the nature of the alleged malpractice and the possible consequences should malpractice be proven
- Give the individual opportunity to respond to the allegations made
- Inform the individual of the avenues for appealing against any judgement made
- Document all stages of any investigation

Where malpractice is proven the centre will apply the following penalties/sanctions:

- 1. Verbal warning
- 2. Deduction of marks
- 3. Removal from scheme

DEFINITION OF MALPRACTICE BY LEARNERS

This list is not exhaustive and other instances of malpractice may be considered by Beacon at its discretion:

- Plagiarism of any nature
- Collusion by working collaboratively with other learners to produce work that is submitted as individual learner work
- Copying (including the use of ICT to aid copying)
- Deliberate destruction of another's work
- Fabrication of evidence or results
- False declaration of authenticity in relation to the contents of a portfolio or course work
- Impersonation by pretending to be someone else in order to produce work for another or arranging for another to take one's place in an assessment/examination/test

DEFINITION OF MALPRACTICE BY STAFF

This list is not exhaustive and other instances of malpractice may be considered by Beacon at its discretion:

- Improper assistance to candidates
- Inventing or changing marks for internally assessed work (course work or portfolio evidence) where there is insufficient evidence of the candidates' achievement to justify the marks given or assessment decisions made
- Failure to keep candidate course work/portfolio evidence secure
- Fraudulent claims for certificates
- Inappropriate retention of certificates
- Assisting learners in the production of work for assessment, where the support has the potential to influence the outcomes of assessment, for example where the assistance involves Beacon staff producing work for a learner
- Producing falsified witness statements, for example for evidence the learner has not generated
- Allowing evidence, which is known by the staff member not to be the learner's own, to be included in a learner's assignment/task/portfolio/coursework
- Facilitating and allowing impersonation
- Misusing the conditions for special learner requirements, for example where learners are permitted support, such as an amanuensis, this is permissible up to the point where the support has the potential to influence the outcomes of the assessment
- Falsifying records/certificates, for example by alteration, substitution or by fraud
- Fraudulent certificate claims, that is claiming for a certificate prior to the learner completing all the requirements of assessment

ASSESSMENT, RECORD KEEPING AND REPORTING POLICY

OVERVIEW

Beacon Education Partnership Limited will put into place effective strategies for assessment and record keeping providing a continuous record of learners' achievements and their progress. It will be kept to the minimum necessary to be fit for purpose. It will be the basis for passing on information from one stage to the next to make transition smooth. It will be used to keep employers informed of their staff's progress and achievement through both verbal dialogue and written reports. Employers and learners will be involved in the assessment, record keeping and reporting strategy at appropriate points.

OBJECTIVES

- To chart the learner's progress and achievement throughout their course and to provide accurate information at points of transition.
- To assess a learner's development and progress in work by recording his/her progress and achievements in knowledge, skills and understanding.
- 3. To be the basis of feedback to learners and to help them set individual targets for improvement.
- 4. To be the basis of clear and accurate reporting of progress and achievement to learners, employer, awarding bodies and auditors.
- 5. To promote the greater involvement of learners and employers in assessment and the teaching and learning process.
- 6. To assist in the diagnosis and identification of individual and special needs.
- 7. To ensure common practice throughout Beacon and to assist in the smooth transition to other provision.
- 8. To give the directors and other leaders a clear picture of standards, progress and achievement within Beacon.

- 2. Staff should discuss learners' work with them and they should be informed about their progress and achievement. Fair and realistic targets for improvement should be agreed.
- Recording should be of a positive nature and celebrate the achievements and progress made by learners.
- 4. Records should be clear, kept simple and easy to understand.
- 5. Records should include all statutory information.
- 6. Records should present a broadly-based picture of the learner, involving all positive aspects of development.
- 7. Assessors/Trainers should involve learners and employers in assessment and recording as appropriate.
- 8. Assessment and record keeping must be kept manageable.
- 9. Reports should meet statutory requirements and give employers a clear and accurate picture of the learners' progress and achievement in all areas.

OUTCOMES

Assessment is not separate from, but an integral part of, all delivery plans and strategies for teaching and learning. Recording achievement recognizes not only the skills and knowledge in written form but also practical skills, social attitudes and personal qualities that represent the wider aims of education. This policy should be read in conjunction with the Marking Policy.

STRATEGIES

 Learners' work should be regularly monitored, evaluated and reviewed. Learners should be given clear, specific, detailed and meaningful feedback about their strengths and areas for development.

ATTENDANCE AND PUNCTUALITY POLICY

OVERVIEW

If learners are to get the greatest benefit from their education, it is important that they have good attendance and arrive punctually. As learners grow and prepare for their next stages of education and employment they need to see good attendance and punctuality as important qualities that are valued by others and employers. We will do all that we can to encourage good attendance and punctuality. Where learners are not conforming to our high expectations for attendance and punctuality we will put into place effective strategies to bring about improvement.

3. Where a learner is developing a pattern of absences, the learner and employer will be contacted by the coordinator to discuss the pattern of absences.

OUTCOMES

Beacon will do all it can to ensure that learners come happily, willingly and punctually to all training and assessment sessions to ensure that they gain the greatest possible value from their education.

OBJECTIVES

- 1. To ensure that all learners attend assessment and training sessions.
- 2. To ensure that all learners are punctual.
- 3. To win the support of employers in ensuring that their staff attend well and that they arrive on time.
- 4. To keep good records of attendance through registers and to take prompt action to follow up absences.
- 5. To work effectively with employers to follow up attendance issues promptly and efficiently.
- 6. To monitor closely the learners with attendance and punctuality issues and to work with employers to bring about improvement.

STRATEGIES

- All staff will complete registers accurately for each session and will draw to the directors' or coordinators' attention any absences that are cause for concern or suspicion.
- Learners arriving late will be reported to the coordinator. Each assessor will keep a record via their register of the times and occasions that a learner is late.

BEACON LONE WORKER POLICY

Overview

This document explains how Beacon Education Partnership will protect their staff as far as is reasonably practicable from the risks of lone working. Working alone is not in itself against the law and it will often be safe to do so. However, the law requires employers to consider carefully, and then deal with any health and safety risks for people working alone.

Purpose

Beacon Education Partnership is committed to providing a safe working environment as far as reasonably practical that meets the needs of its staff and volunteers. Consideration shall therefore be given to the health and safety and general safeguarding implications in respect of lone working.

Policy

All staff and volunteers should be made aware of this policy. Anyone who is or who potentially may be a lone worker shall receive information, instruction and relevant training in respect of all identified hazards and the risks involved and all associated risks eg violence and aggression and vehicles/driving.

- It is the responsibility of line managers to coordinate the risk assessment for lone workers in consultation with the a member of the Directorship using the Beacon Lone worker risk assessment plan
- Anyone who is lone working shall be provided with a communication link to the office base, normally a mobile phone
- Lone workers shall follow all instructions contained in the procedures below
- It is the responsibility of the line manager to regularly reassess risks, reporting the time and dates of monitoring and any changes
- It is the responsibility of the line manager to ensure that workers do not suffer from undue stress as a consequence of lone working
- It is recognised that some workers are required to work alone for significant periods of time without direct supervision and in these situations, Beacon Education
 Partnership will ensure that adequate support is provided.

Definition of lone working

Individuals are alone at work when they are on their own, they cannot be seen or heard by another worker, cannot expect a visit from another worker for some time and/or where assistance is not readily available when needed. Therefore, lone workers are those who work by themselves without

close or direct supervision.

This includes establishments where:

- · Only one person works on the premises
- One person works separately from others
- One person works outside normal hours
- Carrying out work in someone's home other than their own
- Working in premises that are not leased or managed by Beacon Education Partnership

Aims of the policy

The aim of the policy is to:

- Increase awareness of safety issues relating to lone working
- Ensure that the risks of lone working are assessed regularly and that systems are put in place to minimise the risk as far as is practical
- Ensure that appropriate training is available to staff and volunteers that equips them to recognise risk and provides practical advice on safety when working alone
- Encourage full reporting and recording of all adverse incidents relating to lone working and reduce the number of incidents/injuries relating to lone working

Risk assessment

Risk assessments must be carried out for and by all individuals whose working practice makes them vulnerable and recommendations should be made to eliminate or reduce the risk as far as possible.

Where individuals work alone in buildings or carry out home visits, managers should complete the relevant lone workers risk assessment.

Procedure

Individuals will receive information, instruction and supervision in respect of the hazards and risks associated with lone working. All individuals are to take relevant and sensible precautionary measures whilst lone working. If a member of staff feels that they are putting themselves at risk through lone working, they should discuss the situation with their line manager. Further efforts by the line manager shall be made to eliminate or reduce hazards starting with a process of reassessment of the task and reviewing the risk assessment plan.

Risks of lone working

Risk assessments for site based lone workers must include:

- · Safe entry and exit
- Location, eg remoteness, transport, parking
- Risk of violence eg history of violence from the public or the client
- · Safety of equipment for individual use
- · Channels of communication in an emergency
- Site security
- Level and adequacy of on/off site supervision

Risk assessments for mobile lone workers must include:

- Premises risk assessment where applicable
- Arrangements for home visits including consideration of alternatives
- Travelling between appointments
- Reporting and recording arrangements
- · Communication and traceability
- Personal safety and security

Following completion of risk assessment, consideration must be given to any appropriate action that is required.

Office based staff - office staff

Whenever staff or volunteers work within the office they should try to ensure that there are other members of the organisation in the building.

If a worker is meeting a client on their own in the office they should ensure the client does not sit between them and the door and that they have clear access to leave via the door. It is also advisable to tell someone they are meeting with a client on their own.

- If there are concerns about a client, they should be seen in a large office with someone else present
- If this is not possible, make sure that the door is left open
- If a member of staff is seeing clients in the office when no one else is around, check someone else is in the building and make sure the office door is left open
- Staff must record all details of any visits in their electronic diary which must be made available to all staff, including estimated time of return
- If there is a change to a member of staff's day, they must inform the manager of their expected arrival
- If a member of staff has not arrived by the stated time, a phone call will be made to contact that member of staff

Staff working out of office hours

All staff working out of office hours shall - whether in the office or on site:

- Contact a designated associate and leave the following information before attending the visit:
 - Name
 - Destination
 - Expected time of arrival on site
 - Vehicle make and registration (if applicable)
 - Contact telephone number
- On arrival on site, telephone or text their designated associate with the following information:
 - The expected length of time on site
- On leaving the site, contact their designated associate with the following information:
 - Time of leaving the site
 - Expected home time or details of next destination
- On arriving at home/next destination, contact their designated associate with the following information:
 - They have arrived safely home, or if at a new destination give another "expected length of time on site". The process will then recommence until such time as the lone worker completes all works and has arrived safely home. The procedure ensures that the line manager is aware of the staff member's movements during the visit/s.

All delegated associates must be made aware of the line manager's number. In the event that the employee does not telephone their designated associate after an outreach, the associate must contact the line manager. The line manager will endeavour to contact the employee however if

there is no response the police shall be informed.

General Support for Staff and Volunteers

All new staff and volunteers to Beacon Education Partnership should receive an induction, including reference to the lone worker policy.

Staff and volunteers working for Beacon Education Partnership should know that their safety comes first. They should be aware of how to deal with situations in which they feel at risk or unsafe. They should also be able to recognise how their own actions could influence or even trigger an aggressive response. Managers must therefore ensure that all lone workers' training needs are assessed and that they receive appropriate training.

CLIENT COMPLAINTS PROCEDURE

SCOPE AND PURPOSE

At Beacon Education Partnership we are always open to constructively critical feedback as well as specific service provisions which do not meet our clients' needs or expectations. It is important for us to know when we get things right and when there is a need for improvement.

Feedback is central to the process of continual quality improvement. Beacon would like to hear from you if you feel we have done something well or if you think we have not met the standards or expectations you would have expected of us.

AIMS

Our aim is to respond quickly and positively and to reach an outcome that is satisfactory and fair for all concerned. We also aim to keep you informed of our progress in dealing with the complaint and the personnel involved.

The purpose of the complaints procedure is to provide an opportunity for complaints to be resolved as quickly as possible by carefully logging and analysing complaints, to provide a means of identifying problems and potential faults in the services provided by Beacon.

SCOPE OF THE COMPLAINTS PROCEDURE

The procedure can investigate complaints about:

- Quality of provision or services
- Administration
- Internal procedures not being complied with
- Conditions
- Health and safety concerns

PROCEDURE

Informal Discussion

If you feel dissatisfied in any way do not hesitate to tell us about it, we would prefer a timely warning that you think something is wrong. At an early stage as possible, speak informally to your assessor or the Beacon centre manager and explain your concern.

Depending on the nature of the problem, most concerns can be dealt with satisfactorily this way on the spot or within no more than a few days

Formal Complaints

If an informal discussion has not resolved your concern to your satisfaction you may want to make a formal complaint. If so, please write to the Beacon Centre Manager and as far as possible:

- Explain the problem
- Mention what previous contact you have made with Beacon over the matter
- Say what action you would like to be taken

If the Centre Manager is an inappropriate person to receive the formal complaint, then your complaint can be sent directly to Beacon's Director of Funding and Contracts.

RESPONDING TO A FORMAL COMPLAINT

The Centre Manager will deal with the matter directly or if appropriate, hand it to the Director of Funding and Contracts to deal with directly. Your complaint will then be investigated thoroughly and objectively, which may involve asking you to attend a meeting with Beacon staff or be interviewed by telephone where this is not convenient. You may ask for named individuals to attend as well if you think it will help.

Throughout the investigations, Beacon will do its best to ensure that you and any others concerned are being dealt with fully and fairly. Personal details will be dealt with in confidence; you may specify who else may have access to the information.

Depending on the nature of the problem Beacon will:

- Contact you within 3 working days either giving a response to the complaint itself or explaining how your complaint is continuing to be dealt with and when you will be contacted about it.
- 2. If it is not possible to resolve the problem fully within 14 working days, give you an interim reply.
- 3. Do its best to give you a full response within 30 working days or, failing that, a clear explanation why it has not been possible to do so, together with a date when completion is expected.

In bringing matters to a conclusion, Beacon will state clearly for you what follow up action is intended, by whom, and when.

APPEALS

If you do not feel that the full response to your complaint was satisfactory in the first instance, then you may write/email to the Beacon board of directors who will consider the matter within 3 working days of receipt of the complaint. Submissions can be made in writing to the following address:

The board of directors Beacon Education Partnership 85-87 Bayham Street, London NW1 OAG

Or via email to: board@beaconeducationpartnership.org.uk

CODE OF CONDUCT

Our Code of Conduct has been created to help you understand our core values and the behaviours expected to support them. It provides guidance and support to all staff, consultants, apprentices and/or volunteers (for the purpose of this code collectively to be called 'Staff'), with high standards and ethical behaviour and compliance with laws regulations being essential to protecting the reputation and long-term success of our business. We must constantly live up to our values, so our partners, learners and colleagues are confident that they can put their full trust in us.

The areas highlighted in this Code are not exhaustive, and all Staff should endeavour to set the highest standards of conduct in a way that does not bring any disrepute on themselves as a member of Staff of the company, the service they work within, or the company in general.

Every member of Staff must take time to read and understand this Code which must be read in conjunction with the company's policies and regulations whether or not referred to in this Code. If you have any questions or need advice, please speak to a member of management team.

BEACON EDUCATION PARTNERSHIP LIMITED'S CORE VALUES

The Code reflects Beacon Education Partnership Limited's (the Company) core values and behavioural expectations which are set out in no particular order as follows:

(i) Quality Teaching and Learning

Staff, where it is part of their duties, will be committed to delivering, or supporting the delivery of, the courses that the company offers to its learners to the highest standards and the deadlines set by the company, its partners, contractual parties, awarding and/or supervising bodies including but not limited to, Ofsted, Student Loan Company, Department for Education, Education and Skills Funding Agency.

(ii) Learner Centricity

Staff should put learners' interests first, acknowledging the learner's voice is central to the learning experience of both the learner and company.

(iii) Personal and Professional Growth

Staff will set high standards and aim to continually improve to be able, where it is part of their duties, to deliver quality teaching and learning to our learners and ensure timely achievement of the deadlines set by the company or its partners/contracts. Feedback and performance will be sought and acted upon and Staff will be encouraged to put forward new ideas to support further improvements to service delivery.

(iv) Respect

Staff will be polite and supportive of each other. Everyone's contribution will be valued, staff will listen to and hear others, and be sensitive to their position. In the course of carrying out their duties, Staff are required and expected to treat all people, with whom they have dealings, in a courteous, polite, unbiased and respectful manner.

(v) Integrity

Every member of Staff will, in acting as an ambassador for the company, maintain high standards of personal conduct demonstrated through an honest, open, impartial and tolerant approach when dealing with colleagues, learners, the public and other organisations.

(vi) Diversity

We recognise that, though people have things in common with each other, they are also different in many ways. Everyone should have a right to equal access to employment and education. Staff must be alive to any prejudices and bias (whether unconscious or not) they may have either in the workplace or towards the learners or anyone else.

(vii) Freedom of expression

All members of Staff are encouraged to hold their ideas and opinions and share them with others freely while behaving responsibly and respecting other people's rights. Staff should promote and defend freedom of speech and expression among students to enable them to collaborate in the work of advancing the mutual knowledge and understanding of people free from physical or emotional intimidations or other barriers to freedom of expression.

Company's policies and documents you must read:

· Freedom of Speech Policy

OUR PEOPLE

General responsibilities

- 1. Staff are required to:
- 1.1. be vigilant in maintaining their personal privacy and mindful of the need to avoid placing yourself in vulnerable situations
- 1.2. maintain professional boundaries
- 1.3. take responsibility for own actions and behaviour
- 1.4. always act, and be seen to be acting, in the best interests of the others
- 1.5. avoid any conduct which would lead any reasonable person to question their motivation, intentions or morals
- 1.6. only use company email addresses to communicate with learners or other members of staff in relation to carrying out their professional duties to the company
- 1.7. only use company issued equipment to take photographs or digital images of learners
- 1.8. be clear about when you can share information concerning learners and other staff members and in what circumstances it is appropriate to do so
- 1.9. treat sensitive information discreetly and confidential
- 1.10. know to whom any concerns or allegations should be reported
- 1.11. always discuss any misunderstandings, accidents or threats
- 1.12. read, keep up-to-date and comply with all company's policies, procedures, and any relevant legislation as well as the policies, rules or regulations of the awarding bodies, company's partners and supervisory bodies
- Staff must not:
- 2.1. behave in a manner which would lead any reasonable person to question their suitability to work within the further education sector.

- 2.2. make, or encourage others to make, unprofessional personal comments which scapegoat, demean or humiliate, or which might be interpreted as such.
- 2.3. communicate with learners by means of email addresses or social networking sites, except via WhatsApp groups established by Beacon.
- 2.4. transport learners in personal vehicles, except in exceptional emergency circumstances, such as taking someone in a critical life-threatening condition to hospital where it is impossible to call an ambulance.

Whistleblowing

- 1. Whistleblowing is the reporting of suspected wrongdoing at work by a member of Staff, the Company or a business partner. Our whistleblowing policy exists to help you speak up in situations where you suspect dangerous, illegal, harmful or fraudulent activity is taking place, or when you or your colleagues are being treated unfairly. The Company conducts its business to the highest standards of integrity and honesty, and we expect you to maintain these same standards in everything you do. To work out the right thing to do in any situation, ask yourself:
 - Is it legal?
 - · Is it ethical?
 - Does it comply with the Company's policy?

If the answer to any of these is 'no' then we expect you to speak up.

2. If you have an issue with a colleague or business partner, you should initially discuss the matter with them. If this is not possible, you should speak to one of the directors.

Company's policies and documents you must read:

Whistleblowing Policy and Procedure

Workplace safety

- We work to ensure the workplace safety of our Staff and clients. We expect all our Staff to play their part in making the Company and any premises it uses in the course of its business safe and ensuring their team has the right equipment, training and knowledge to ensure a safe working environment.
- Ensure you know who the First Aiders are for your building (including any building where you may be delivering classes to learners, etc.)
- Be aware of the work you are undertaking, and the hazards associated with it
- Look out for your own safety and others
- Report any accident, near miss, injury, ill health or unsafe condition so appropriate action can be taken
- Ensure you are properly trained for the work you are doing
- Familiarise yourself with your building's fire extinguishers, fire exits and emergency evacuation procedures
- 2. Quite simply, if it isn't safe, don't do it. Stop and inform your manager. If you have any health and safety concerns speak to your line manager or Health and Safety manager.

Company's policies and documents you must read:

- Health and Safety Policy (includes fire and emergency evacuation policy and health and safety policy statement)
- Lone Worker Policy

Diversity, equality and inclusion

- Beacon is an equal opportunities employer and all Staff are under an obligation to ensure that they are aware of workplace policies relating to equality issues and ensure that they are complied with.
- 2. The Company promotes a diverse, inclusive and equal workplace both internally and externally. Every member of Staff is expected to treat everyone with whom they have contact with dignity, courtesy and respect. At Beacon we treat our colleagues, learners, clients and business partners fairly and on merit. We hire, promote and reward our Staff based on their capabilities and skills. Gender, race, colour, ethnic or national origins, marital status, family circumstances, age, disability, sexual orientation, political or

- religious belief are not relevant to personal and team performance at work. Our Staff have the right to work in a safe environment free from discrimination, bullying or harassment. We support and uphold human rights principles and international standards.
- 3. If you consider that you have been subject to discrimination and/or harassment in the course of your employment, you should report this to an appropriate manager at the earlier opportunity, so the concerns can be investigated and responded to as appropriate.

Company's policies and documents you must read:

- Equality and Diversity policy
- Learner Disability policy

Harassment-free workplace

- Every member of Staff has the right to a working environment free from harassment and intimidation.
- 2. Harassment is unwanted conduct which is reasonably considered to have the purpose or effect of:
- Violating the recipient's dignity
- Creating an intimidating, hostile, degrading, humiliating or offensive environment for the recipient
- 3. Harassment can be verbal or non-verbal. Words and gestures can be just as offensive as physical acts. Jokes, obscene gestures, sarcastic remarks, suggestive or insulting sounds, stories or racial comments can be classed as harassment and can create a hostile working environment.
- 4. At all times every member of Staff has a personal responsibility to behave in a manner that is not offensive to others.

Sustainability

- We believe that developing a sustainable business is not only the best way to help look after our environment, but also contributes to delivering a successful and ethical company. Our environmental impact is relatively small, but we all still have a responsibility to look after it.
- 2. Staff are encouraged to be mindful of the impact on the environment when undertaking their day-to-day duties at the Company and to think about opportunities for recycling or cutting down on the amount you print each day.

Company's policies and documents you must read:

• Environmental Management Policy

Criminal Charges and convictions

- Every member of Staff must disclose all contraventions of, or failure to comply with any provisions of law, whether committed in the UK or elsewhere, unless the Rehabilitation of Offenders Act applies, and the rehabilitation period has expired. For certain posts the Company undertakes a Disclosure and Barring Service (DBS) check.
- 2. Staff must inform one of the directors as soon as they receive a reprimand, warning, caution, or a notice of a civil claim being brought against them, or are investigated, or arrested, or charged, or convicted of any crime (on the next working day) and if arrested, must notify the manager of the development and outcome of the case immediately e.g. on the next working day.
- 3. In addition, Staff should always notify one of the directors if there is any doubt as to whether or not they fall into such a category.
- 4. Where it is deemed that there is an adverse impact on their employment, the Company's disciplinary procedure will be invoked. The Company is not obliged to wait for the Criminal Justice or other legal system to run its course before commencing disciplinary investigations.
- 5. It should be noted that the term "conviction" includes a finding of guilt regardless of whether or not a conviction is recorded.

6. Failure to notify the Company of a Police investigation, arrest, charge or conviction will constitute grounds for disciplinary action.

Company's policies and documents you must read:

- Safer Recruitment Policy
- Criminal Convictions Declaration Form and Right to Work

Staff Attendance and Punctuality

Company's policies and documents you must read:

- Attendance and Punctuality Policy
- Absence and Sickness Policy

Continuing Professional Development

Company's policies and documents you must read:

Continuing Professional Development Policy

Logging issues and learning from mistakes

Company's policies and documents you must read:

Beacon Issues Log Policy

Appraisal and Performance

Company's policies and documents you must read:

 Appraisal and Performance Management Policy

Internal Contractors

Company's policies and documents you must read:

Internal Contractor's Policy

Grievances

Company's policies and documents you must read:

Grievance Procedure

Other

Company's policies and documents you must read:

- Staff Induction Checklist
- Assessor Risk Assessment Form

OUR BUSINESS

Quality teaching and learning

Company's policies and documents you must read:

- Information, Advice and Guidance Statement of Service
- Information, Advice and Guidance Code of Practice
- Observation Policy
- Internal Verification Policy
- Internal Verification Strategy
- Assessment, Record Keeping and Reporting Policy
- Assessment Malpractice Policy
- Monitoring Teaching and Learning Code of Practice
- Feedback and Marking Policy
- Invigilation Policy

Bribery and corruption

- 1. The Company operates a zero-tolerance policy to bribery and corruption. We do not offer or accept bribes or improper inducements, including facilitation payments, to secure business or to gain any advantage for either the company or for any individual. We actively refrain from any misleading or deceptive accounting or financial reporting practices. We expect you to comply with all bribery and corruption-related legislation and to take all reasonable steps to ensure everyone you work with does the same.
- 2. Maintaining high quality professional relationships with our partners is essential to the success of our business. Sometimes we provide or receive business courtesies, such as reasonable entertainment and modest gifts. However, we never allow these courtesies to affect our ability to make objective, professional decisions or give the perception that our objectivity has been compromised. Refer to your line manager or director on what is and isn't deemed acceptable.

Company's policies and documents you must read:

Anti-corruption and Bribery Policy

Fees

Company's policies and documents you must read:

Fees Policy.

Other

Anyone taking images of any person (or a property that can be identified) for the purpose of storing and/ or using them in the course of company's business (for example, to be used in company's booklets, website, press releases, etc) must comply with the company's Photo Consent Policy.

Company's policies and documents you must read:

Photo Consent Policy and Form.

OUR INTEGRITY

Protecting our assets

- We each have a duty to look after and respect all of the Company's assets - namely our place of work, computer and telephone, finances or supplies you may have access to and even our working time. We should protect the Company's assets from misuse, theft and waste. We must also ensure other companies cannot gain an unfair advantage by accessing important information about our business.
- 2. You should:
- Use Company resources responsibly and appropriately
- Ensure hardware, such as laptops, phones and other handheld devices, are never left in public or insecure places
- Ensure that all sensitive, confidential and personal information you may handle stays secure
- Ensure business expenditure is accurately and honestly accounted-for

Use of electronic equipment

- 3. All electronic equipment and systems provided by the Company are for the use of Staff in relation to their work.
- 4. The Company expects all Staff to use the equipment in a responsible and legal manner. The use of offensive, abusive or inappropriate language in emails or other communications is forbidden.
- 5. All material stored on the Company's systems are confidential, and subject to the provisions of the Data Protection Act 1998. The Company expects the highest standards of confidentiality to be observed. Staff should clarify any queries about storage and the use of information with their managers and company directors.

- 6. Using the Company's electronic equipment for any of the following purposes is strictly forbidden:
- knowingly sending, receiving, accessing, downloading or posting any material that is illegal, obscene, indecent, abusive, racist, sexist, homophobic or libellous, in breach of copyright, defamatory or otherwise inappropriate
- pursuing personal business interests
- knowingly engaging in any activity which threatens the integrity or availability of the Company's systems
- attempting to breach security systems (hack) whether inside or outside the Company
- 7. Reasonable personal use of internet and information systems (computers etc) or mobile phones is allowed, but any such personal use should not interfere with the performance of the duties owed to the company and must comply with standard and restrictions set out in the policy.

Company's policies and documents you must read:

- IT Security Policy
- Acceptable Use of IT Policy
- Terms and Conditions of (the Company's) Website
- Privacy Policy and Cookie Policy

Data protection/confidential information

- We handle personal and confidential information about our Staff, candidates, learners and partners every day. We have an important duty to respect this information and ensure it is protected and handled responsibly and only used for the purposes for which it is provided. We take our obligations under data protection and privacy laws across the world very seriously. You must always:
- Only use personal information for the business purpose for which it was supplied (for example: the provision of recruitment services) with the written consent of the provider
- ensure personal information is secure at all times and is relevant, accurate and kept up to date
- Ensure that arrangements are in place to comply with data protection legislation

Company's policies and documents you must read:

- Data Protection Policy
- Data Retention policy
- Privacy Notice to Staff
- Staff Consent Form
- WhatsApp Consent Form
- Photo Consent Policy and Form

OUR RELATIONSHIP WITH THE OUTSIDE WORLD

Safeguarding the welfare of children and vulnerable adults

- The Company and all of its Staff have a responsibility to create and maintain a culture that will help deter, prevent and detect inappropriate or abusive behaviour. These responsibilities include:
- ensuring that effective policies and procedures are in place;
- · setting acceptable standards of behaviour;
- taking concerns seriously;
- increasing awareness/commitment to safeguarding.

Company's policies and documents you must read:

- Safeguarding Policy
- Safeguarding Young People (16-18) and Vulnerable Adults Policy
- Risk Assessment Policy
- Safeguarding and Prevent Duty Risk Assessment/ Action Plan.

Prevention of radicalisation and extremism

Company's policies and documents you must read:

- Radicalisation and Extremism Prevention Policy
- PREVENT Strategy

Client complaints procedure

Company's policies and documents you must read:

Client Complaints Procedure

OTHER POLICIES NOT MENTIONED IN THE CODE OF CONDUCT

From time to time the Company may introduce other policies not mentioned in the Code of Conduct. It is the responsibility of the Staff to read, understand and comply with said policies.

BREACH OF CODE OF CONDUCT

Sanctions for the breach of the Code

This Code of Conduct forms part of all Staff's terms and conditions of appointment. Any breach of this Code will therefore be dealt with under the Company's agreed disciplinary procedures, and may, subject to the seriousness of the breach, lead to a dismissal. In cases where the breach is the subject of police investigation, the Company is not obliged to wait for the criminal justice or other legal system to run its course before commencing disciplinary investigations.

Where inappropriate behaviour is by an individual engaged on a contract of services, or employees not subject to a disciplinary procedure e.g. those during their probationary period, or consultants, then their services with the Company will be terminated immediately.

Company's policies and documents you must read:

• Disciplinary Procedures

COMPANY MOBILE DEVICES POLICY

OVERVIEW

It is Beacon Education Partnership's (Beacon) policy to ensure staff can utilise all modern media, ensuring that learners and staff benefit from advancements in technologies. This policy when used in conjunction with other policies is aimed at promoting this whilst ensuring appropriate safeguards are in place to protect all parties.

POLICY STATEMENT

Beacon will, at its discretion and in accordance with this policy, provide employees with mobile devices, at Beacon's expense, for the primary purpose of conducting Beacon business.

All mobile devices that are provided are the property of Beacon and the employee is responsible for ensuring the appropriate use, security and safe keeping of them as outlined in this policy.

POLICY OBJECTIVES

- 1. Support employees with mobile communications
- 2. Promote employee safety when using mobile communications
- 3. Promote the use of different media within an educational setting
- 4. Enhance data security and security

DEFINITIONS

- "Employee" shall mean all personnel employed directly by Beacon
- 2. "Mobile Device" shall mean, Smartphones, Dongles, Laptops, Tablets or any similar devices that can be used to enable communication

ACCEPTABLE USE

Use while operating a motor vehicle, the safety of employees is critical to our ongoing success. Mobile phones and driving, it's against the law to use a hand-held mobile phone when driving. Employees are strictly prohibited from using a hand-held mobile phone at any time when driving. If an employee is caught by the police using a hand-held mobile phone or similar device whilst driving the individual can expect to get an automatic fixed penalty notice.

This will result in six penalty points and a fine of £200. If the case goes to court the individual can face disqualification from driving on top of a maximum fine of £1,000. Beacon will not be responsible for any civil or criminal liability resulting from an employee being caught using a mobile phone whilst driving. It is not illegal to use a hands-free mobile phone or a sat-nav (satellite navigation system) however they can be a distraction. Employees are discouraged from using these devices. Beacon will apply zero-tolerance in this area and any instances of using a mobile phone whilst driving will be treated as a serious breach of health and safety and dealt with accordingly. Employees are only allowed to answer or to make calls if they are using an appropriate hands-free kit, and it is safe and reasonable for them to do so.

Beacon acknowledges there is likely to be a degree of personal use, charges associated with using a company provided mobile device for personal communications, including text messages, email and voice calling, will count towards the monthly consumption limit. Therefore, personal use of a company provided mobile device should be minimised.

The use of company mobile devices for accessing Facebook, gaming sites, Instagram, Snapchat, online shopping or the viewing or searching of sites that could be reasonably construed inappropriate is prohibited. Devices must be used appropriately, responsibly, and ethically.

Devices must not be loaned to, or used by anyone not directly employed by Beacon.

REPLACEMENT OF DEVICES

Devices provided to an employee that are lost, broken, or stolen may be repaired or replaced and charged to the employee unless it is a proven defect of the equipment. Lost, broken or stolen devices must be reported to Catherine Glenister immediately.

COMPLIANCE

All Beacon -provided mobile devices are subject to random audits by managers to ensure compliance with this policy and other related policies.

CONTINUING PROFESSIONAL DEVELOPMENT POLICY

OVERALL

Beacon Education Partnership Limited is committed to the continuing professional development of its entire staff, to enable them to make the highest possible contribution to the quality of the provision that we offer to learners. We will ensure that our policy for performance management is closely linked with this policy so that the important professional attributes, knowledge, skill and understanding of all members of our staff will be developed and improved both for the benefit of Beacon and the individual.

OBJECTIVES

- To provide effective, strategic leadership and management of Continuing Professional Development (CPD) and to have a plan for CPD that is funded and linked closely with Beacon's short, medium and longterm strategic goals.
- To provide good opportunities for further training and development for all our staff in accordance with the needs that have been identified to improve their performance and to raise the quality of education.
- 3. To give access to appropriate training that is relevant and of a high standard.
- To align our training programme to the appropriate National Occupational Standards for teachers and trainers.
- 5. To ensure that, where appropriate, training leads to the achievement of further professional qualifications.
- 6. To link the CPD plan to Beacon's educational priorities.
- To provide value for money by being clear about the impact of the training on the quality of education and by monitoring, evaluating and reviewing the outcomes.

STRATEGIES

- On commencement of a contract with Beacon all staff must undergo an induction. Staff are required to sign to say they have read and understood the policies of Beacon.
- Staff working with Beacon must keep a CPD log a copy of which must be forwarded to Beacon every three months or as requested.
- During the process of performance review each member of staff will have their CPD needs identified.
- 4. The CPD leader will agree and establish an appropriate programme of CPD for the staff.
- Each member of staff will identify the intended outcomes of their programme. Its impact on standards, progress and quality will be monitored, evaluated and reviewed.

- 6. Each week all staff working for Beacon will receive an email alert for CPD opportunities that have come into the office.
- 7. CPD may be linked to any area of Beacon's work and will take account of national and local initiatives.
- 8. CPD can be provided in a wide range of different and appropriate ways, including onsite training, courses, mentoring and coaching.

COSTS ASSOCIATED WITH CPD

We value the staff working for us and appreciate the costs involved in maintaining CPD. The following process is in operation to promote CPD and to mitigate some of these costs for staff wishing to undertake formal CPD.

- Staff wishing to attend any of CPD events or other events should complete a study leave form detailing the costs of the proposed CPD including travel and subsistence costs
- To be able to claim for CPD it must be relevant to the work being undertaken
- The management team will review study leave submissions to determine what costs can be reimbursed to the applicant. Beacon cannot guarantee that all costs will be reimbursed but would hope to be able to off-set some of the costs
- The applicant will be notified of what costs will be reimbursed
- On completion of the CPD event the applicant will submit a claim with receipts. Claims without receipts will not be honoured.
- · Claims will be paid 30 days from receipt
- Staff updating contracts with Beacon are required to attend briefing meetings to ensure they are up to date with current policies and procedures of the company.

Beacon reserves the right to carry out training needs analysis with members of staff contracted to them.

OUTCOMES

CPD will raise standards of achievement and progress by improving the professional performance of staff. It will increase their efficiency, build their self-confidence, make them feel valued and raise their professional aspirations. It will be relevant, and it will increase motivation, enjoyment and professional commitment. It will be flexible and responsive to unexpected and unplanned needs. It will be cost-effective and provide good value for money.

CRIMINAL CONVICTIONS DECLARATION FORM

| SURNAME: | | FORENAME: | |
|--|--|---|-------------------|
| CURRENT ADDRESS: | | | |
| DECLARATION Please read the guidance | notes before answering the | e declaration and tick the appro | opriate statement |
| A) Do you have any unsp | ent convictions? (see overle | af) YES NO | |
| - | opearance pending or have Police for a criminal offence | YES NO 2 | |
| If you answered YES to A | or B above, please supply t | he following details: | |
| DATE | COURT | DETAILS OF OFFENCE | SENTENCE |
| | | | |
| | | | |
| | | | |
| I CERTIFY THAT: | | | |
| for appointment. I under | | t withheld information that ma or omissions may lead to disn Partnership Ltd. | · |
| Data Protection Act 199 | 98 | | |
| I consent to the information which I have provided on this form being used by Beacon Education Partnership Ltd in the recruitment process, which may include a criminal record's check for certain posts. | | | |
| Signature | | Date | |

REHABILITATION OF OFFENDERS ACT 1974 (EXCEPTIONS) ORDER AS AMENDED GUIDANCE NOTES FOR CRIMINAL CONVICTIONS DECLARATION FORM

Please read this carefully

Candidates who have previously been convicted of a criminal offence.

Any details that you provide will be treated in the strictest confidence and will not automatically exclude you from being considered for this or any other vacancy.

If you have applied for a post which has been advertised as "excepted" this means that you are not entitled to withhold information on a criminal conviction on the grounds that it is "spent" or forgotten under the Rehabilitation of Offenders Act 1974. You must provide information on page 1. Convictions within the armed services, outwith the United Kingdom and disciplinary action by certain professional bodies must also be included.

If the advertised post is not "excepted", you are entitled to withhold information about any "spent" convictions. Information about what is a spent conviction is given below. Convictions within the Armed Services, outwith the United Kingdom or disciplinary action by certain professional bodies must also be included unless they are regarded as "spent" under the Act.

What is a Spent Conviction?

- 1. Sentences of more than $2 \oplus \text{years}$ can never become spent. Other sentences become spent after fixed periods from the date of conviction. For a custodial sentence, the length of time actually served is irrelevant, the rehabilitation period is decided by the original sentence and begins on the date of conviction.
- 2. The length of a rehabilitation period depends on the sentence as outlined below.

| SENTENCE | REHABILITATION PERIO |)D |
|---|--|--|
| | People aged 18+ when convicted | People under 18 when convicted |
| Prison (immediate or suspended sentence) or youth custody of more than 6 months and not exceeding 2.5 years | 10 years | 5 years |
| Prison (immediate or suspended sentence) or youth custody 6 months or less | 7 years | 3.5 years |
| Fine/Community Service Order/Supervised Attendance Order | 5 years | 2.5 years |
| Absolute discharge/Admonished | 6 months | 6 months |
| Probation after 5 February 1995 | 5 years | 2.5 years or length of probation whichever is longer |
| There are 2 sentences for people under 21 for which t cording to age when convicted. These are: | here is no variation in the | rehabilitation period ac- |
| Borstal (replaced by youth custody in May 1983) | 7 years | |
| Detention of 6 months to 2.5 years | 5 years | |
| Detention of under 6 months | 3 years | |
| With some sentences, the rehabilitation period varies | . These are: | |
| SENTENCE | REHABILITATION PERIO |)D |
| Probation before 5 February 1995, Supervision Order, Conditional Discharge, Bind-over or Hospital Order under the Mental Health Act | 1 year, or until the order expires (whichever is longer) | |
| Attendance Centre orders | 1 year after the order expi | res |
| Orders imposing a disqualification, disability or prohibition | Until the order expires | |

| ELIGIBILITY TO WORK IN THE UK FORM | | |
|--|--|--|
| Are you legally eligible for employment in the UK? YES NO | | |
| You must provide a clear copy of documentation as proof of your eligibility (see overleaf): | | |
| I have attached one of the documents overleaf as proof of eligibility YES NO | | |
| If you answered NO to the above question please call 02077884007 to discuss with a member of our recruitment team. | | |
| (If a digital soft copy (i.e. if scanned), this can be emailed to mail@beaconeducationparnership.org.uk) | | |

Please provide two references below.

| REFERENCES FOR (NAME): | | |
|--|------------------|--|
| Please provide the names and contact details of two referees from your previous employers: | | |
| Reference One: | Reference Two: | |
| Contact Name | Contact Name | |
| Telephone Number | Telephone Number | |
| Email | Email | |
| | | |

PROOF OF ELIGIBILITY TO WORK IN THE UK

Section 8 of the Asylum and Immigration Act 1996 sets out the law on the prevention of illegal working. It makes it a criminal offence for Beacon Education Partnership Ltd to offer work to someone, aged 16 or over, who has no right to work in the UK, or no right to do the work being offered. The Home Office requires that you provide proof of your eligibility to work in the UK before you can commence Employment. Therefore, please provide us with a photocopy of one of the documents in list 1 below or any two from either list 2A or 2B below on or before your first day.

LIST 1 - one of the following documents only:

- (a) A passport which describes the holder as a British citizen or as having the right of abode in, or an entitlement to readmission to, the United Kingdom.
- (b) A passport or national identity card, issued by a European Economic Area country or Switzerland, which shows that the holder is national of that country.
- (c) A United Kingdom residence permit issued to a national of European Economic Area country or Switzerland.
- (d) A passport or other document issued by the Home Office which is endorsed to show that the holder has a current right of residence in the United Kingdom as the family member of a named national of a European Economic Area country or Switzerland.
- (e) A passport or other travel document which is endorsed to show that the holder can stay indefinitely in the United Kingdom, or has no time limit on their stay.
- (f) A passport or other travel document endorsed to show that the holder can stay in the United Kingdom and that this endorsement allows the holder to do the type of work you are offering if they do not have a work permit.
- (g) An Application Registration Card issued by the Home Office to an asylum seeker stating that the holder is permitted to take employment in the UK.
- LIST 2A A document giving the person's permanent National Insurance Number and name. A document giving a temporary National Insurance Number (e.g. starting TN or ending E to Z) is not acceptable. This could be a P45, P60, National Insurance card or a letter from a Government Agency - AND one of the following:
- (a) A full birth certificate issued in the United Kingdom, which includes the names of the holder's parents.
- (b) A birth certificate issued in the Channel Islands, the Isle of Man or Ireland.
- (c) A certificate of registration or naturalisation stating that the holder is a British citizen.
- (d) A letter issued by the Home Office which indicates that the person named in it can stay indefinitely in the United Kingdom or has no time limit on their stay.
- (e) An Immigration Status Document issued by the Home Office with an endorsement indicating that the person named in it can stay indefinitely in the United Kingdom or has no time limit on their stay.
- (f) A letter issued by the Home Office which indicates that the person named in it can stay in the United Kingdom and this allows them to do the type of work which you are offering.
- (g) An Immigration Status Document issued by the Home

Office with an endorsement indicating that the person named in it can stay in the United Kingdom and this allows them to the do the type of work you are offering.

LIST 2B - a work permit or other approval to take employment that has been issued by Work Permits UK - AND one of the following:

- (a) A passport of other travel document endorsed to show that the holder is able to stay in the United Kingdom and can take the work permit employment in question.
- (b) A letter issued by the Home Office confirming that the person named in it is able to stay in the United Kingdom and can take the work permit employment in question.

In addition, Beacon Education Partnership Ltd must satisfy itself that you are the rightful holder of the above documents. The Company will check:

 $\ensuremath{\bullet}$ any photographs to ensure that they are consistent with your

appearance;

- dates of birth to ensure that they are consistent with your appearance;
- · that the expiry dates have not passed;
- any United Kingdom Government stamps or endorsements;
 and
- that the names on the two documents match and that if there is a

difference that we are provided with a document to explain this (such as a marriage certificate, divorce document or deed poll).

Special procedures apply to nationals from The Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia and Slovenia. The Company will remind nationals of these countries that they must register with the Home Office and the Company will require a copy of the registration certificate within one month of the commencement of any engagement

In the event that you fail to produce to the Company the required documentation, then any offer of engagement by the Company may be withdrawn and any assignment to a Client will be cancelled.

EMERGENCY CONTACT DETAILS

| Personal Details: | |
|-------------------------------------|--|
| Name | |
| Job Title | |
| Department | |
| Home Address | |
| | |
| | |
| Home Telephone Number | |
| Mobile Telephone Number | |
| Please fill in below the details of | of whom we should contact in an emergency: |
| Name | |
| Address | |
| (if different from above) | |
| | |
| Home Telephone Number | |
| Mobile Telephone Number | |
| Daytime Contact Number | |
| Relationship | |
| Please fill in below the details of | of your Next of Kin (if different from emergency contact): |
| Name | |
| Address | |
| | |
| | |
| Home Telephone Number | |
| Mobile Telephone Number | |
| Relationship | |
| Please also list below your bank | k details: |
| Name of Bank | |
| Bank Account Number | |
| Sort Code | |
| Name of Account Holder | |

Please return this form as soon as possible to Beacon Education Partnership Ltd F.A.O the Admin department.

DATA PROTECTION POLICY

This Policy has been approved and authorised by:

Name: Christian Wilkins

Position: Director of Funding and Contracts

Date: 25th May, 2018

Due for Review by: September 2019

Preamble

Beacon Education Partnership Limited ('Beacon') is required to collect and use certain types of information about candidates and other individuals who come into contact with the company and its staff. Beacon regards the lawful and correct treatment of personal information as very important and therefore ensures that personal information is treated lawfully and correctly. To this end, Beacon fully endorses and adheres to the Principles of Data Protection and Freedom of Information, as detailed in the General Data Protection Regulation 2016 ("the GDPR Rules") and the Freedom of Information Act (2000) (the Act).

Data Protection Officer

Our data protection officer is Christian Wilkins, Director of Funding and Contracts.

Commencement of this policy

This Policy shall be deemed effective as of 25th of May 2018 however it will not have effect retrospectively and will apply only to matters occurring after this date.

Our specific data protection measures

In relation to our use of personal data we take the following measures:

| Erasure, destruction and or deletion | Shredding/Digital Deletion |
|--------------------------------------|---|
| Transmission via email | Password protected |
| Transmission of hard copies | Couriered |
| Transmission via networks | Password protected |
| Storage of emails and email content | Password protected |
| Access of employees | Limited/ Password protected |
| Access of third parties | Limited/ Password protected |
| Storage of hardcopies | Securely Stored/CCTV/Fob Access Only |
| Storage of electronic copies | Password protected |
| Passwords | Refer to IT Security Policy |

Our use of personal data and our purpose

We may collect, hold and/or process the following personal data:

| Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the Education and Skills Funding Agency (ESFA), Department for Education (DfE), the Office of Qualifications and Examinations Regulation (Ofqual), the Office for Standards in Education, Children's Services and Skills (Ofsted) and/or Student Loan Company (SLC) in relation to the delivery of government funded, Ofqual regulated training. To communicate with you. |
|---|---|
| Date of birth. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. |
| Gender. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To monitor equal opportunities. |

| Marital status and dependants. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To monitor equal opportunities. | Start date. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To make business planning decisions. |
|---|---|---|---|
| Next of kin and emergency contact information. | To provide information and assistance if you are hurt or fall ill. To Comply with health and safety obligations. | Location of employment or workplace. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. |
| National Insurance number. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of | | To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To Comply with health and safety obligations. To manage absenteeism. |
| | government funded, Ofqual regulated training. | Copy of driving licence. | To fulfil legal obligations relating to employment of |
| Bank account details, payroll records and tax status information. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. | | staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To make business planning decisions. To make decisions about your |
| Salary, annual leave, pension and benefits information. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To manage absenteeism. | Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process). | suitability for employment. To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To make decisions about your suitability for employment. |

| Employment records (including job titles, work history, working hours, training records and professional memberships). | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. To make decisions about your suitability for employment. To make decisions on salary, promotion and performance. To monitor education, training and development needs. |
|--|--|
| Compensation history. | To make decisions on salary, promotion and performance. |
| Performance information. | To make decisions about your suitability for employment. To make decisions on salary, promotion and performance. |
| Disciplinary and grievance information. | To make decisions about your suitability for employment. To make decisions on salary, promotion and performance. To ensure a fair, safe and equitable working environment is maintained. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. |
| CCTV footage and other information obtained through electronic means such as swipecard records. | To ensure the security of our IT systems, staff, premises and Data are maintained. To Comply with health and safety obligations. To Prevent Fraud. |
| Information about your use of our information and communications systems. | To ensure the security of our IT systems and Data are maintained. To Prevent Fraud. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. |
| Photographs. | To provide student cards and security cards where |
| Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions. | necessary. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of |
| | government funded training. To monitor Equal Opportunities. |

| Trade union membership. | To deduct any trade union fees required. |
|--|--|
| Information about your health, including any medical condition, health and sickness records. | To fulfil legal obligations relating to employment of staff including payment, taxation, benefits, loans, right to work and pensions. To monitor your wellbeing. Ascertain your fitness to work. To management absenteeism. |
| Information about criminal convictions and offences. | To assess your suitability for employment or engagement. To Comply with health and safety obligations. To fulfil regulatory obligations imposed by the ESFA, DfE, Ofqual, Ofsted and/or SLC in relation to the delivery of government funded, Ofqual regulated training. |

SECTION A: OVERVIEW

1. The reason for this policy

- 1. You have legal rights with regard to the way your personal data is handled.
- 2. In the course of our business activities we collect, store and process personal data about our customers, suppliers and other third parties and therefore, in order to comply with the law and to maintain confidence in our business, we acknowledge the importance of correct and lawful treatment of this data.
- 3. All people working in or with our business are obliged to comply with this policy when processing personal data.

2. Introduction

- This policy and any other documents referred to in it sets out the basis on which we will process any personal data we collect from data subjects, for example, customers and business contacts, or that is provided to us by data subjects or other sources.
- 2. In this policy when we say "you' or "your" we are generally referring to the data subjects unless the context requires otherwise.
- 3. It also sets out our obligations in relation to data protection under the General Data Protection Regulation 2016 ("the GDPR Rules").
- 4. This policy sets out rules on data protection and the legal conditions that must be satisfied when we obtain, handle, process, transfer and store personal data.
- 5. We agree to ensure that all of our directors, employees, consultants and agents comply with this policy.
- 6. We aim to ensure the correct, lawful, and fair handling of your personal data and to respect your legal rights.

3. The meaning of key Data Protection terms

- data is information which is stored electronically, on a computer, or in certain paper-based filing systems.
- 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. **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.
- 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. We are the data controller of all personal data collected only for HR purposes. In all other cases we are data processors.
- 5. **data processors** are persons who process data on behalf of a data controller. A date controller decides the purpose and manner to be followed to process the data, while the date processors hold and possess data, but do not have any responsibility or control over that data.
- 6. processing is any activity that involves use of personal 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.

4. Summary of the Data Protection Principles

This Policy aims to ensure compliance with the GDPR Rules. The GDPR Rules set out the following principles with which any party handling personal data must comply. All personal data must be:

- a) Processed fairly and lawfully it must be processed fairly and lawfully, and it must be processed - in relation to you as the data subject in a transparent manner
- b) **Processed for limited purposes and in an appropriate way** the purposes for which it is
 collected must be explicit, specified and legitimate
- c) Adequate, relevant and not excessive for the purpose
- d) **Accurate** as well as being accurate it must be kept up to date with inaccurate data deleted
- e) Not kept longer than necessary for the purpose
- f) Processed in line with data subject's rights
- g) Security there must appropriate technical or organisational measures to ensure appropriate security

In addition, personal data must not be transferred outside the European Economic Area (the "EEA") without adequate protection.

SECTION B: DATA PROTECTION PRINCIPLES

5. Notifying Data Subjects

- As part of complying with the principles in para 4 above, if you provide us with personal data we will always try to tell you:
 - 1. the purpose or purposes for which we intend to process that personal data
 - 2. the types of third parties, if any, with which we will share or to which we will disclose that personal data
 - 3. how you can limit our use and disclosure of their personal data
 - 4. if we receive personal data from other sources.

6. Lawful, Fair, and Transparent Data Processing

The GDPR Rules are not intended to prevent the processing of personal data but to ensure that it is done fairly and without adversely affecting your rights. The processing of personal data is lawful if one (or more) of the following applies:

- a) (consent) the data subject has consented for a specific purpose;
- b) (contract) if the data subject requests the processing with a view to entering into a contract or the processing is necessary for the performance of a contract
- c) (legal obligation) if the processing is necessary for the compliance with a legal obligation to which the data controller is subject
- d) (protection) processing is necessary to protect your vital interests or those of another natural person
- e) **(public interest)** it is in the public interest for a task to be carried out which requires such processing, or the task is to be carried out as a result of the exercise of any official authority held by the data controller:
- f) (legitimate interests) for the legitimate interest of the data controller or the party to whom the personal data is disclosed.

7. Processed for limited purposes and in an appropriate way

 In the course of our business, we may collect and process the personal data set out above. This

- may include personal data we receive directly from you (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).
- We will only process personal data for the specific purposes set out above or for any other purposes specifically permitted by the GDPR Rules. We will notify those purposes to you when we first collect the personal data or as soon as possible thereafter.

8. Adequate, Relevant and not excessive for the purpose

We will only collect and process personal data for the specific purpose(s) set out above.

9. Accuracy of Data and Keeping Data Up To Date

We will keep your personal data accurate and upto-date. We will check its accuracy regularly. When we find inaccurate or out-of-date data we will take reasonable steps to amend or erase that data.

10. Timely Processing

We will only keep your personal data for a period of time which we judge is relevant and necessary taking into account the purpose(s) of collecting the personal data which are specified above.

11. Processing that is secure

In addition to the measures above:

- we will make sure that the personal data we collect is securely kept and we stop unauthorised processing and prevent its loss, destruction or damage
- we will ensure that only people who are authorised to use personal data can access it and that we have entry controls to our premises and systems, lockable desks and cupboards for confidential personal data and destruction of hard copy documents and digital storage devices
- all authorised persons 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.

SECTION C: DATA SUBJECT RIGHTS

12. You, as a data subject, have the right to information about:

- a) who we are
- the purpose(s) of collecting your personal data and the legal basis for collecting it and what our legitimate interest is for processing your personal data
- c) the categories of personal data collected and where is to be transferred, especially if outside the EEA
- the length of time we hold personal data (or, where there is no predetermined period, details of how that length of time will be determined)
- e) your rights as a data subject including your right to withdraw your consent to processing, the right to complain to the Information Commissioner and also things such as details of any legal requirement for processing personal data that may exist and any automated decision-making that we carry out.

We will try to provide this information when we collect the personal data or, if we collect the personal data from another party, when we communicate with you after the personal data is received.

13. Data Subject Access

- 1. You may request access to any data held about you by us (a subject access request ("SAR"))
- 2. We reserve the right to charge reasonable fees for onerous or repetitive requests.
- 3. Data subjects must make a formal request for information we hold about them. This must be made in writing.
- 4. 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.

14. Accuracy of personal data: right to rectification

 We will do our best to ensure that all personal data held about you is accurate and complete. We ask that you notify us of any changes to information held about you.

- You have the right to request that any incomplete or inaccurate information held about you is rectified and to lodge a complaint with us and the Information Commissioner's Office.
- 3. We will respond to requests to rectify within one month.

15. Right to be forgotten

You have the right to request the deletion or removal of personal data, however requests for erasure can be rejected in certain circumstances.

16. Right to restriction of Processing

You can block the processing of your personal data. This means we may be able to store it, but cannot process it further without consent. Restricting data is required where the accuracy of data is challenged - but only until the accuracy has been verified.

17. Right to data portability

- 1. If you have provided personal data to us, you have the right to transfer it from us to someone else.
- 2. If you request it, we may be required to transmit the data directly to another organisation if feasible. We will respond without undue delay and within one month, or two months if the request is complex.

18. The right to object

You have a right to object to the processing of your data. We will stop processing unless we can demonstrate a legal ground for the processing.

19. Automated decision-making

- You have the right not to be subject to a decision based on automated processing and if it produces a legal effect or other significant effect on you.
- You can request human intervention where personal data is processed using automated decision-making and can ask for an explanation of the decision to use automated decision-making.

20. Profiling

If we use your personal data for profiling purposes:

- a) We will give you information fully explaining the profiling which will be carried out including its importance and the likely results of that profiling;
- b) We will make sure that appropriate mathematical or statistical procedures will be used;
- We will implement technical and organisational measures which are required to minimise the risk of mistakes and to enable such mistakes to be easily corrected; and
- d) We will make sure that all personal data processed by us for profiling purposes will be kept secure so as to avoid discriminatory effects resulting from such profiling.

SECTION D: OUR OTHER OBLIGATIONS

21. How we deal with personal data internally

- 1. We will:
 - a) train our employees in relation to our responsibilities under the GDPR Rules
 - b) ensure that only appropriately trained, supervised and authorised personal have access to personal data held by us; and
 - c) regularly evaluate and review our collection and processing of personal data and the performance of employees and third parties working on our behalf to ensure that it is in accordance with the GDPR Rules.
- 2. We will keep internal records of personal data that we collect and process including, in relation to that personal data, details of the categories, any transfers, our security measures, our purpose of collection and the duration of retention of that personal data. We will also retain details of all third parties that either collect your personal data for us or that we use to process your personal data.
- 3. We will carry out privacy impact assessments as required by law.

22. Transferring personal data to a country outside the EEA

We may transfer personal data to countries outside of the EEA however we will ensure that the transfer is:

- a) to a place that the EU has judged to provide adequate levels of protection for personal data
- to a place that provides adequate safeguards under either an agreement with a public body, rules that bind companies or standard data protection clauses adopted by the EU or some other form of approved

- code of conduct approved by a supervisory authority or certification or other contractual clauses or regulatory provisions
- c) necessary for the performance of a contract between you and us or with a view to creating that contract
- d) made with your consent
- e) necessary for important public interest reasons, legal claims, to protect your vital interests

23. Notification of personal data security breach

- If a personal data security breach occurs, we will manage and respond to it effectively in accordance with GDPR and it must be reported immediately to our Data Protection Officer.
- We will notify the Information Commissioners Office (ICO) and any data subject of personal data security breaches to the extent we are required to do so by GDPR.
- 3. If disclosure is not required by GDPR, we will nevertheless investigate closely all the circumstances surrounding the breach and examine the seriousness of the breach and the benefits that might be obtained by disclosure (such as limiting risks of fraud) and we will give careful consideration to any decision to notify the ICO or you, especially if your rights and freedoms as data subjects are affected.

DATA RETENTION POLICY

Beacon Education Partnership recognises that the efficient management of its records is necessary to comply with its legal and regulatory obligations and to contribute to the effective overall management of the company.

This document provides the policy framework through which this effective management can be achieved and audited.

1. Scope of the Policy

This policy applies to all records created, received or maintained by staff at the Beacon Education Partnership in the course of carrying out its functions.

Records are defined as all those documents
 which facilitate the business carried out by
 Beacon Education Partnership and which are
 thereafter retained (for a set period) to provide
 evidence of its transactions or activities. These
 records may be created, received or maintained
 in hard copy or electronically.

2. Responsibilities

- Beacon Education Partnership has a corporate and legal responsibility to maintain its records and record keeping systems in accordance with the regulatory environment.
- Individual staff and employees must ensure that records for which they are responsible are accurate and are maintained and disposed of in accordance with the company's records management guidelines.

3. Relationship with Existing Policies

This policy has been drawn up within the context of:

- Freedom of Information Act 2000,
- The General Data Protection Regulation (EU) 2016/679,
- Data Protection Policy, and
- with other legislation or regulations (including audit, equal opportunities and ethics) affecting the company.

4. Safe Disposal of Records

Where records have been identified for destruction they should be disposed of in an appropriate way. All records containing personal information, or sensitive policy information, should be shredded before disposal using a cross cut shredder.

5. Transfer of Information

Where lengthy retention periods have been allocated to records, members of staff may wish to consider converting paper records to other media. The lifespan of the media and the ability to migrate data where necessary should always be considered.

6. Retention Guidelines

Some of the retention periods are governed by statute. Others are guidelines following best practice. Every effort has been made to ensure that these retention periods are compliant with the requirements of the Data Protection Act 1998 and the Freedom of Information Act 2000. Managing record series using these retention guidelines will be deemed to be 'normal processing' under the legislation mentioned above. If record series are to be kept for longer or shorter periods than laid out in this document the reasons for this need to be documented.

LEARNER/CHILD PROTECTION

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|---|------------------------------|---|--|--|
| Child Protection files | Yes | Education Act 2002, related guidance "Safeguarding Children in Education", September 2004 | Date of leaving + 25 years | SHRED |
| Allegation of a child protection nature against a member of staff, including where the allegation is unfounded | Yes | Employment Practices Code: Supplementary Guidance 2.13.1 (Records of Disciplinary and Grievance) Education Act 2002 guidance "Dealing with Allegations of Abuse against Teachers and Other Staff" November 2005 | Until the person's normal retirement age, or 10 years from the date of the allegation whichever is the longer | SHRED |

The following is an extract from "Safeguarding Children and Safer Recruitment in Education" p60

"Record Keeping 5.10 It is important that a clear and comprehensive summary of any allegations made, details of how the allegation was followed up and resolved, and a note of any action taken and decisions reached, is kept on a person's confidential personnel file, and a copy provided to the person concerned. The purpose of the record is to enable accurate information to be given in response to any future request for a reference if the person has moved on. It will provide clarification in cases where a future CRB Disclosure reveals information from the police about an allegation that did not result in a criminal conviction. And it will help to prevent unnecessary reinvestigation if, as sometimes happens, an allegation re-surfaces after a period of time. The record should be retained at least until the person has reached normal retirement age or for a period of 10 years from the date of the allegation if that is longer."

MANAGEMENT

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|--|------------------------------|----------------------|---|--|
| Log Books | Yes | | Date of last entry in the book + 6 years | Retain in the company for 6 years from the date of the last entry. Transfer to the Archives |
| Minutes of the Senior Management Team and other internal administrative bodies | Yes | | Date of last entry in the book + 5 years | Retain in the company for 5 years from the date of the last entry. Transfer to the Archives |
| Correspondence created by assessors, IV's and members of staff with administrative responsibilities | Yes | | Date of last entry in the book + 3 years | SHRED |
| Professional development plans | Yes | | Closure + 6 years | SHRED |
| Admissions - if the admission is successful | Yes | | DOB of the pupil + 25 years | SHRED |
| Admissions - if the appeal is unsuccessful | Yes | | Resolution of case + 1 year | SHRED |

LEARNERS

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|------------------------------|------------------------------|----------------------|---|--|
| Admission Registers | Yes | | Date of last entry in Register + 6 years | Retain in the company for 6 years from the date of the last entry. Transfer to the Archives |
| Attendance registers | Yes | | Date of register + 3 years | SHRED |
| ILR and Loans information | Yes | | Date of Start + 7 years | SHRED |
| Public examination results | Yes | | Year of examinations + 6 years | SHRED Unclaimed certificates returned to Exam Board |
| Internal examination results | Yes | | Current year + 5 years | SHRED |

PERSONNEL RECORDS

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|--|------------------------------|---|--|--|
| Timesheets, sick pay | Yes | Financial Regulations | Current year + 6 years | SHRED |
| Staff Personal files | Yes | | Termination + 7 years | SHRED |
| Interview notes and recruitment records | Yes | | Date of interview + 6 months | SHRED |
| Pre-employment vetting information (including CRB checks) | No | CRB guidelines | Date of check + 6 months | SHRED |
| Disciplinary proceedings: | Yes | normal retirement age, o is the longer. If the discip | es to child protection issues then r or 10 years from the date of the all olinary proceedings relate to a chil guarding children officer for furth | egation, whichever d protection matter |
| • oral warning | | | Date of warning + 6 months | SHRED |
| • written warning - level one | | | Date of warning + 6 months | SHRED |
| • written warning - level two | | | Date of warning + 12 months | SHRED |
| • final warning | | Date of warning + 18 months | | SHRED |
| • case not found | | | If child protection related then retain until the person's normal retirement age, or 10 years from the date of the allegation whichever is the longer. Otherwise shred immediately at the conclusion of the case | SHRED |
| Records relating to accident/injury at work | Yes | | Date of incident + 12 years. In the case of serious accidents a further retention period will need to be applied | SHRED |
| Annual appraisal/ assessment records | No | | Current year + 5 years | SHRED |
| Salary cards | Yes | | Last date of employment + 85 years | SHRED |
| Maternity pay records | Yes | Statutory Maternity Pay (General) Regulations 1986 (SI 1986/1960), revised 1999 (SI 1999/567) | Current year, + 3yrs | SHRED |
| Records held under Retirement Benefits Schemes (Information Powers) Regulations 1995 | Yes | | Current year + 6 years | SHRED |
| Proofs of identity collected as part of the process of checking "portable" enhanced CRB disclosure | Yes | | Where possible these should be checked and a note kept of what was seen and what has been checked. If it is felt necessary to keep copy documentation then this should be placed on the member of staff's personal file. | |

HEALTH AND SAFETY

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|---|------------------------------|--|---|--|
| Accessibility Plans | | Disability Discrimination Act | Current year + 6 years | SHRED |
| Accident Reporting | | Social Security (Claims and Payments) Regulations 1979 Regulation 25. Social Security Administration Act 1992 Section 8. Limitation Act 1980 | | |
| Adults | Yes | | Date of incident + 7 years | SHRED |
| Children | Yes | | DOB of child + 25 years | SHRED |
| COSHH | | | Current year + 10 years (where appropriate an additional retention period may be allocated) | SHRED |
| Incident reports | Yes | | Current year + 20 years | SHRED |
| Policy Statements | | | Date of expiry + 1 year | SHRED |
| Risk Assessments | | | Current year + 3 years | SHRED |
| Process of monitoring of areas where employees and persons are likely to have become in contact with asbestos | | | Last action + 40 years | SHRED |
| Process of monitoring of areas where employees and persons are likely to have come in contact with radiation | | | Last action + 50 years | SHRED |
| Fire Precautions log books | | | Current year + 6 years | SHRED |

ADMINISTRATIVE

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|--|------------------------------|----------------------|------------------------|---|
| Employer's Liability certificate | | | Current year + 6 years | SHRED |
| Inventories of equipment and furntiure | | | Current year + 6 years | SHRED |
| General file series | | | Current year + 5 years | Review to see whether a further retention period is required. Transfer to Archives |

FINANCE

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|------------------------|------------------------------|-----------------------|--|--|
| Annual Accounts | | Financial Regulations | Current year + 6 years | Offer to the Archives |
| Loans and grants | | Financial Regulations | Date of last payment on loan + 12 years | Review to see whether a further retention period is required. Transfer to Archives (The appropriate archivist will then take a sample for permanent preservation) |
| Contracts | | | Contract completion + 6 Years | |
| Under seal | | | Date + 6 years | SHRED |
| Under signature | | | Contract completion date + 6 years | SHRED |
| Monitoring records | | | Current year + 2 years | SHRED |

PROPERTY

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|--|------------------------------|-----------------------|---------------------------|---|
| Title Deeds | | | Permanent | Permanent. These should follow the property unless the property has been registered at the Land Registry. Offer to Archives if the deeds are no longer needed. |
| Plans | | | Permanent | Retain in company whilst operational. Offer to Archives. |
| Maintenance and contractors | | Financial Regulations | Current year + 6 years | SHRED |
| Leases | | | Expiry of lease + 6 years | SHRED |
| Lettings | | | Current year + 3 years | SHRED |
| Burglary, theft and vandalism report forms | | | Current year + 6 years | SHRED |
| Maintenance log books | | | Last entry + 10 years | SHRED |
| Contractors' Reports | | | Current year + 6 years | |

FUNDING PARTNERS

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|---------------------------|------------------------------|----------------------|--|--|
| HMI reports | | | These do not need to be kept any longer | Transfer to Archives |
| OFSTED reports and papers | | | Replace former report with any new inspection report | Review to see whether a further retention period is required. Transfer to Archives. |
| Returns | | | Current year + 6 years | SHRED |

AWARDING ORGANISATIONS

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period | Action at the end of the administrative life of the record |
|------------------------|------------------------------|----------------------|------------------------|--|
| EV Reports | | | Current year + 5 Years | SHRED |
| Other Feedback | | | Current year + 5 Years | SHRED |

OTHER RECORDS - ADMINISTRATION

| Basic file description | Data Protection Issues | Statutory Provisions | Retention Period |
|---|------------------------------|--|--|
| Financial Records | | | |
| Financial records – accounts, statements, invoices, petty cash etc | No | | Current year + 6 years cash etc |
| Insurance | | | |
| Insurance policies - Employers Liability | No | Employers Liability Financial Regulations | The policies are kept for a minimum of 6 years and a maximum of 40 years depending on the type of policy |
| Claims made against insurance policies – damage to property | Yes | | Case concluded + 3 years |
| Claims made against insurance policies - personal injury | Yes | | Case concluded + 6 years |
| Human Resources | | | |
| Personal Files - records relating to an individual's employment history | Yes** | | Termination + 6 years then review |
| Pre-employment vetting information (including CRB checks) | No | CRB guidelines | Date of check + 6 months |
| Staff training records - general | Yes | | Current year + 2 years |
| Training (proof of completion such as certificates, awards, exam results) | Yes | | Last action + 7 years |
| Premises files (relating to maintenance) | No | | Cessation of use of building + 7 years then review |
| Risk Assessments | No | | Current year + 3 years |
| Staff training records - general | Yes | | Current year + 2 years |
| Training (proof of completion such as certificates, awards, exam results) | Yes | | Last action + 7 years |
| Premises and Health and Safety | | | |
| Premises files (relating to maintenance) | New | | Cessation of use of building + 7 years then review |
| Risk Assessments | New | | Current year + 3 years |

| **For Data Protection purposes the following information should be kept on the file for the following periods | | |
|---|------------------------|--|
| OFSTED reports and papers | Duration of employment | |
| Pre-employment and vetting information | Start date + 6 months | |
| Records relating to accident or injury at work | Minimum of 12 years | |
| Annual appraisal/assessment records | Minimum of 5 years | |
| Records relating to disciplinary matters (kept on personal files) | | |
| • oral warning | 6 months | |
| • first level warning | 6 months | |
| • second level warning | 12 months | |
| • final warning | 18 months | |

DISCIPLINARY PROCEDURES

- The purpose of the disciplinary procedures is to ensure that the standards established by the company's rules are maintained and that any alleged failure to observe the company's rules is fairly dealt with.
- All cases of disciplinary action under these procedures will be recorded and placed in the company's records. A copy of the company's relevant records will be supplied at the employee's request.
- 3. Breaches of the company's disciplinary rules fall into 3 categories, namely:
 - Misconduct
 - Gross misconduct
 - Incapability
- 4. The following steps will be taken, as appropriate, in all cases where a breach of discipline is suspected:

1. Investigations

No action will be taken before a proper investigation has been undertaken by the company relating to the circumstances of the matter complained of. If appropriate, the company may by written notice suspend the employee for a specified period during which time such an investigation will be undertaken. If the employee is so suspended their contract of employment will be deemed to continue together with all their rights under it including the payment of salary, but during the period of suspension the employee will not be entitled to access to any of the company's premises except at the prior request or with the prior consent of the company and subject to such conditions as the company may impose. The decision to suspend the employee will be notified to them by a director and confirmed in writing.

2. Disciplinary Hearings

If the company decides to hold a disciplinary hearing relating to the matter complained of, the employee will be given details of the complain against them at least three working days before any such disciplinary hearing. At ay disciplinary hearing the employee may be accompanied by a fellow employee of their choice but not by a legal representative unless the company agrees. No disciplinary penalty will be imposed without a disciplinary hearing.

3. Appeals

The employee has a right to appeal at any stage of the disciplinary procedures to the executive board. The employee should inform the directors in writing of their which to appeal within three working days of the date of the decision which forms the subject of their appeal.

The executive board will conduct an appeal hearing as soon as possible thereafter at which the employee will be given an opportunity to state their case and will be entitled to be accompanied by a fellow employee of their choice but not by a legal representative unless the company agrees. The decision of the directors will be notified to them in writing and will be final and binding.

4. Misconduct

- 4.1. The following breaches are examples of misconduct:
 - poor time-keeping (e.g. being late to work or to a class without good reason and without informing office staff immediately in accordance with the company's Absence and Sickness Policy)
 - unauthorised absence (e. g. not turning up at work or class without good reason and without informing the office staff immediately in accordance with the company's Absence and Sickness Policy)
 - not attending weekly assessors' standardisation meeting without good reason and without obtaining directors' consent
 - not attending company-wide assessor standardisation meetings without good reason and without obtaining directors' consent
 - not updating own work diary within 48 hours after becoming aware of any changes to it and not informing the office staff of such change being made
 - not adhering to the requirements that the company puts in place from time to time relating to the delivery of units/courses within set timeframes
 - minor damage to the company's property
 - minor breach of the company's rules
 - failure to observe the company's procedures
 - abusive behaviour
 - sexual or racial harassment

These breaches are not exclusive or exhaustive and breaches of a similar nature will be dealt with under this procedure.

4.2. The following procedure will apply in cases of alleged misconduct:

Stage 1 - oral warning

This will be given by a director of the company. The executive will be advised of the reason for the warning and that it constitutes the first formal stage of this procedure. A note that the warning has been given will be placed in the company's records.

Stage 2 - written warning

If the misconduct is serious, or if a further incident of misconduct occurs, a written warning will be given to the employee by a director of the company. This will specify the complain and will warn the employee that action under stage 3 will be considered if there is any further act of misconduct by the executive. A copy of this written warning will be placed in the company's records.

Stage 3 - final written warning

If there is a further incident of misconduct by the employee or if the misconduct is sufficiently serious to warrant only one written warning but insufficiently serious to justify dismissal (in effect both a first and final written warning) a final written warning will be given to the employee by a director of the company. This warning will state that if the employee commits a further offence of misconduct during the period specified in it their employment will be terminated.

Stage 4 - dismissal

If the employee's conduct is still unsatisfactory then dismissal will normally follow. The decision to dismiss the employee will not be taken without reference to the executive board. Dismissal will be notified to the in writing.

5. Gross misconduct

- 5.1. The following breaches of discipline are examples of gross misconduct:
 - theft or unauthorised possession of any property or facilities belonging to the company or any employee
 - serious damage to the company's property
 - falsification of any documents, including but not limited to forms, reviews, reports, accounts, expense claims, continuous professional development or self-certification forms
 - refusal to carry out duties or reasonable instructions
 - intoxication by reason of drink or drugs
 - having illegal drugs in their desk, on their person or otherwise in their possession, custody or control on the

company's premises

- serious breach of the company's rules
- violent, dangerous or intimidatory conduct
- abusive behaviour towards any visiting member of the public
- divulging information relating to the company's business of the affairs of any client or learner
- sexual, racial or other harassment of a fellow employee

These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure.

5.2. Gross misconduct will result in immediate dismissal without notice or pay in lieu of notice. The decision to dismiss will not be taken without reference to the executive board. Dismissal will be notified to the employee in writing.

6. Incapability

- 6.1. The following are examples of incapability:
 - poor performance
 - incompetence
 - unsuitability
 - lack of application

These examples are not exhaustive or exclusive and offences of a similar nature will be dealt with under this procedure.

6.2. The following procedure will apply in cases of incapability:

Oral warning

This will be given by a director of the company. The employee will be advised of the reason for the warning and that it constitutes the first formal stage of this procedure. A note that the warning has been given will be placed in the company's records.

First warning

This will be given by a director of the company and will be confirmed to the executive in writing. This warning will specify the improvement required and will state that their work will be reviewed at the end of a period of two months after the date of the warning.

Final warning

This will be given by a director of the company and confirmed to the executive in writing. This earning will state that unless the executive's work improves within a period of 1/3 months after the date of the warning their employment will be terminated.

Dismissal

The decision to dismiss the employee will not be taken without a reference to the executive board. Dismissal will be notified to the employee in writing.

ENVIRONMENTAL MANAGEMENT POLICY

We at Beacon Education Partnership Ltd recognise that our operations may have an impact upon the environment. This might be a direct or indirect impact. Our aim is to protect the environment by implementing best practice and through good management systems. Wherever possible, Beacon Education Partnership Ltd will seek to adopt greener solutions to our activities to minimise our environmental impact.

environmental management objectives.

We will endeavour to:

- Ensure paper and envelopes are re-used or recycled
- Minimise waste when printing and photocopying
- Ensure power usage is minimised by:
 - * turning off lights when rooms are not in use
 - * turning off computers and printers when not in use for long periods of time
 - * heating and cooling systems are only used when absolutely necessary
- Source environmentally friendly supplies for our operations
- Identify and manage hazards and risks to the environment as a result of our day to day operations
- Involve our customers and clients in our environmental management objectives
- Determine targets in order to measure our

Environmental Management Targets

- All paper is re-used (as scrap for notes) or recycled
- 2. All envelopes are re-used or recycled
- 3. A reduction in our energy bills in the office
- 4. Source green alternatives such as ink refills and toner refills for the photocopier
- 5. All customers are advised of our environmental management policy

EQUALITY AND DIVERSITY POLICY

OVERVIEW

It is Beacon's policy to promote equality and diversity in all areas of the company. We will not tolerate discrimination on unlawful or unfair grounds. All will be treated equally and given equal access to the course and company life. All will have equal opportunity to benefit from all that we offer. Our intention is to develop an ethos in which all will thrive. Diversity and differences will be valued and respected by all and they will contribute to the richness of Beacon.

OBJECTIVES

Beacon strives to:

- Encourage the participation of learners of all abilities
- Provide a safe and welcoming physical and learning environment
- Develop its courses to improve access and widen participation
- Offer support to meet individual learner and staff needs
- Ensure its recruitment process is fair and transparent
- Ensure that Beacon is an environment that is free from discrimination, bullying or harassment

This policy should be viewed in the context of the Equality Act 2010 and the extent of protection it provides. Beacon will fulfil its legal obligations under the equality legislation and comply with this and associated policies.

SCOPE OF THIS POLICY

Unless stated otherwise, this policy applies to all team members, including current and former employees, contractors, sub-contractors, agency staff, trainees, volunteers, job applicants (and potential applicants), learners, employers, work placement providers and visitors.

Breaches of this policy will be regarded as misconduct and will therefore be subject to disciplinary procedures.

Beacon will not tolerate any form of discrimination, bullying or harassment on the grounds of:

- · Gender, including gender reassignment
- Marital or civil partnership status
- · Having or not having dependants
- Religious belief or political opinion
- Race (including colour, nationality, ethnic or national origins)
- Disability
- · Sexual orientation
- Age

PRINCIPLES

Beacon celebrates and values the diversity of its learners and team members and is committed to equality of opportunity for all. Beacon wishes to be recognised as a company which provides excellent employment and educational opportunities. We are committed to complying with the relevant legislation and where possible will endeavour to exceed this creating a culture of inclusivity where everyone is treated with respect and dignity. Beacon does not tolerate any prejudicial behaviour by any member of Beacon.

OUR COMMITMENT:

Access to learning and learning environment:

- Beacon's publicity and learner recruitment procedures will be designed to encourage applications from all sections of the community and from all level of ability
- Beacon will ensure that admission procedures are user-friendly and avoid unnecessary barriers to access for intending learners
- Beacon will continue to identify and respond to learning needs within the community and will continue to widen participation from underrepresented, disadvantaged or excluded groups
- Make clear our expectations and commitments to equality and diversity in our marketing materials and events, during the learner admissions process and again during induction
- Beacon is committed to the development, as far as possible, of learning environments that are welcoming and safe for all learners
- Beacon will make best efforts within their power to ensure that venues have appropriate access for learners with learning difficulties and/or disabilities

Learning and assessment:

- Beacon will make effort to ensure that learning materials and delivery methods are free from bias, avoid stereotyping and discrimination
- Assessors and trainers must ensure that their planning, teaching, learning and assessment takes into account this policy and ensures that equality underpins all their work
- Staff are expected to raise awareness of and promote equality and diversity issues among learners. In-service Education and Training (INSET) and Continuing Professional Development (CPD) opportunities will be provided to staff to raise awareness and provide practical examples of suitable materials
- Equality and diversity already form part of the legal 3 health and social care programme as one of the mandatory units
- Beacon will ensure that learners with learning difficulties and/or disabilities receive appropriate additional support to meet individual learner needs to reach their potential

Recruitment, training and development:

- Beacon will treat all team members with respect and dignity and seek to provide a working environment free from harassment, discrimination and victimisation. Beacon will not tolerate any form of discrimination and victimisation. Beacon will not tolerate any form of discriminatory behaviour against its team members, either from other team members, learners of members of the public.
- Individual training and development needs will be identified through the appraisal process
- Work towards the achievement of a workforce that is representative of the diversity of the communities from which we recruit and the learner population
- Ensure progression opportunities are available to all team members
- Ensure that all policies and procedures promote equality or opportunity and are not unlawfully discriminatory in their operation
- Applicants will not be treated less favourably because of disability, age, gender, (sex), race, religion or belief, pregnancy or maternity, marriage or civil partnership, gender reassignment and sexual orientation.
- In cases of disability, reasonable adjustments will be made to make sure that the disabled person is not placed at a substantial disadvantage when compared to a non-disabled person.
- Ensure that those who are involved in assessing candidates for recruitment or promotions will be trained in non-discriminatory selection of techniques.

IMPLEMENTATION ARRANGEMENTS

New team members are made aware of the policy and procedure during induction process. The policy is communicated to learners at induction. Updated and amended procedures are disseminated and reinforced in team meetings. Team members and learners have access to this policy on Beacon's website or by obtaining a hard copy from the management team upon request.

Equality and diversity re-freshers will be provided in team meetings.

Specific and appropriate duties in respect of implementing this policy will be incorporated into job descriptions and work objectives of all staff.

Equal opportunities notices will be incorporated into general communications practices (e.g. staff newsletters, intranet).

Beacon will obtain commitments from other persons or organisations such as sub-contractors or agencies that they too will comply with the policy in their dealings with Beacon and Beacon's workforce.

Beacon will ensure that adequate resources are made available to fulfil the objectives of the policy.

COMPLAINTS

Team members or learners who believe that they have suffered any form of discrimination, harassment or victimisation are entitled to raise the matter through the Grievance Procedure. A copy of these procedures is available on Dropbox, Beacon's website or can be obtained from the directors. All complaints of discrimination will be dealt with seriously, promptly and confidentially. In addition to our internal procedures, employees have the right to pursue complaints of discrimination in the employment tribunal (or in the Industrial Tribunal or the Fair Employment Tribunal if you live in Northern Ireland). However, employees wishing to make a complaint to the tribunal will normally be required to raise their complaint under our internal grievance procedures first.

Every effort will be made to ensure that employees who make complaints will not be victimised. Any complaint of victimisation will be dealt with seriously, promptly and confidentially. Victimisation will result in disciplinary action and may warrant dismissal.

MONITORING EQUAL OPPORTUNITIES

Beacon is committed to equal opportunities and actively seeks to promote equality of opportunity irrespective of gender, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, having responsibility for dependents, age, religion/beliefs, or any other reason which cannot be shown to be justified.

To help us monitor the effectiveness of this policy team members are requested to complete this form and return it with their signed contract.

| 1. Ethnic Origin | 2. Gender |
|---|---|
| White: | Male Female |
| British Irish Other White background, please specify: | 3. Disability |
| Mixed: | Please state if you have any long-term physical or mental condition that affects your ability to carry out day-to-day activities. |
| White and Black CaribbeanWhite and Black AfricanWhite and Asian | (Advice can be obtained from the Disability Rights Commission on 08457 622 633) |
| Other Mixed background, please specify: | No Yes |
| Asian or Asian British: | If yes, please specify: |
| Indian Pakistani Bangladeshi | |
| Other Asian background, please specify: | 4. Age |
| Black or Black British: | Please state your date of birth, and tick the correct box below; |
| Black Caribbean Black African | |
| Other Black background, please specify: | 16-24 25-29 30-39 40-49 50-59 60+ 5. Religion |
| Chinese or Chinese British or other ethnic group: | Please state your religion: |
| Chinese Any other ethnic group, please specify: | |
| | 6. Sexual Orientation Please state your sexual orientation: |

FEEDBACK AND MARKING POLICY

OVERVIEW

Beacon will ensure that learners get the maximum benefit from their education by receiving regular feedback from staff. This will enable them to understand their progress and achievement and apprise them of what they need to do next to improve. The methods used for marking work will be applied consistently throughout and will be linked to the policy on assessment, record keeping and reporting.

OBJECTIVES

- 1. To monitor, evaluate and review learners' current stages of progress, and identify their next steps for progress and improvement.
- To give learners accurate and timely feedback on their progress and achievement; with written feedback being given not more than two weeks after the submission of work.
- 3. To promote a positive self-image for learners, in accordance with Beacon's aims, encourage them to value and take pride in their work.
- 4. To celebrate and reward learners' achievement and progress.
- 5. To agree and set challenging targets for improvement.
- 6. To standardise the marking procedures used throughout Beacon.
- 7. To enable learners to self-evaluate their work and take responsibility for setting their own targets.
- 8. To provide evidence for assessment, recording and reporting.

STRATEGIES

- Assessors and trainers oral and written comments will provide clear and easily understood feedback and encouragement for learners.
- 2. Oral feedback should be given during lessons while the learners are engaged in the learning process.
- 3. Feedback and marking will celebrate and reward success and let learners know what they need to do next to improve.
- 4. Feedback and marking will result in clear targets, and constructive steps to achieve those targets (if applicable), being agreed for improvement.
- 5. There will, whenever possible, be an opportunity for the learner to participate in this process so that there is a shared perspective on feedback, marking, and target setting.
- 6. Written comments should be specific, clear, constructive and concise.
- 7. There will be consistency of approach through verbal and written marking across Beacon.

OUTCOMES

Marking and feedback will be carried out professionally and learners will benefit from its high quality. It will be used to encourage and celebrate learner's achievement and progress. It will be used to underpin clear and accurate feedback to learners and employers.

FEES POLICY

Policy statement

Beacon Education Partnership Limited (Beacon) will set the fees to be charged to its clients and learners in accordance with the following principles:

- To ensure the financial viability of its learning provision;
- To ensure that Beacon's approach to tuition and additional fees is fair, equitable and clear;
- To meet the published requirements of relevant funding and regulatory Bodies;
- To promote the widest participation in learning amongst the Communities which Beacon serves;
- To ensure Beacon is actively responding to market forces as well as government policy.
- To reduce or waive its fees in certain cases of financial hardship or employer contribution.

Working with Employers and Partners

Beacon strives to ensure that its courses are competitive, financially viable and market-driven. Given the relative synergies achieved through partnerships with employers and other community partners, Beacon's fees for learners undertaking training through one of these partnerships will reflect the agreements and benefits derived from such partnerships. Each partnership is different, and it is therefore right and equitable to construct a fees schedule in line with the terms and arrangements of those partnerships.

Privately Funded Courses

The fees for courses and training programmes which are not covered by an existing partnership, not paid by an employer or sponsor and for which do not qualify for government funding are set by the Director of Finance in accordance with the principles outlined above.

19+ Advanced Learner Loans

The fees that Beacon charge learners eligible for 19+ Advanced Learner Loans will be the same as the fees for learners who are ineligible and undertaking the same course. The only difference would be that the eligible learner will be able to pay for these fees via the loan. Beacon will ensure that the total fees charged, including recruitment, registration, material and

equipment for any course are not higher than the fee published by the Skills Funding Agency for that course.

Refunds

If Beacon cancels a course, it will contact the learner and refund the full costs paid by the learner. If a learner withdraws from a course before the start date of the course the learner will be entitled to a refund of all amounts paid.

If a learner withdraws from the course after the course start date, or does not attend the course they have enrolled on, there will be no refund of payments made unless the learner has withdrawn due to a serious medical condition in which case a medical certificate specifically confirming that the person cannot continue the course as a result of his/her medical condition will have to be produced as evidence. A proportionate refund of tuition fees will then be made (based on the proportion of the course attended).

Learners undertaking a 19+ Advanced Learner Loans will be responsible for reporting their withdrawal from their Beacon course to the Student Loans Company. Learners are also required to provide Beacon with a written notice of withdrawal. Failure to do so will result in debt continuing to be accumulated. Any refund claims that arise from a 19+ Advanced Learner Loans after withdrawal should be taken up with the Student Loans Company directly.

In the event of a refund being authorised, exam fees will only be refunded if they have not already been paid to the relevant Examinations Board or Awarding Organisation.

Refunds will normally be paid by a bank transfer within 28 days of authorisation of refund.

Free independent advice and assistance can be obtained from any of the following organisations:

Citizens Advice www.citizensadvice.org.uk

National Debtline Freecall 0808 808 4000, www.nationaldebtline.co.uk

Consumer Credit Counselling Service (CCCS) Freecall 0800 138 1111, www.cccs.co.uk

Money Advice Service (19+ Advanced Learning Loans) www.moneyadviceservice.org.uk/en/articles/loans-for-adults-in-further-education-andtraining

FREEDOM OF SPEECH POLICY

The United Kingdom has a long history of supporting the concept of freedom of speech, dating back to the Bill of Rights in 1689 which legally established the constitutional right of freedom of speech in Parliament which remains in effect to this day. Freedom of speech is a fundamental British value that is inextricably intertwined with other British values such as the rule of law, democracy, individual liberty and mutual respect. Beacon Education Partnership recognises and promulgates the concept of the freedom of speech protected under the Human Rights Act 1998 and as espoused in Article 19 of the United Nations Universal Declaration of Human Rights which states:

"Everyone has the right to freedom of opinion and expression; this right includes freedom to hold opinions without interference and to seek, receive and impart information and ideas through any media and regardless of frontiers."

In the spirit of John Stuart Mill's 'harm principle' and in line with the European Convention on Human Rights, Beacon does not condone or protect statements that unlawfully discriminate against or harass, or incite violence or hatred against, other persons and groups, particularly by reference to their race, religious belief, gender or sexual orientation, nor does it limit or undermine the human rights of others. Beacon adheres and promotes the principles expressed in sector 2 of Article 10 of the European Convention on Human Rights which states:

"The exercise of these freedoms, since it carries with it duties and responsibilities, may be subject to such formalities, conditions, restrictions or penalties as are prescribed by law and are necessary in a democratic society, in the interests of national security, territorial integrity or public safety, for the prevention of disorder or crime, for the protection of health or morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence, or for maintaining the authority and impartiality of the judiciary."

Beacon believes that the pursuit of knowledge and understanding within this framework is vital to a successful and rewarding learning experience and broad professional development.

Beacon Education Partnership aims to provide a learning environment that is a competitive marketplace of ideas and concepts underpinned by the freedom to seek, receive and impart information and ideas. Beacon will

not, therefore, as far as is reasonably practicable, deny access to its premises or other venues to individuals or bodies on the basis of their beliefs, views or policies.

Beacon expects learners, staff, contractors and visitors to ensure freedom of speech within the law is assured. Whilst there is no legal prohibition of offending others, Beacon nevertheless believes that discussion that is open and honest can take place only if offensive or provocative action and language is avoided. Learners, staff, contractors and any visitors are therefore required to demonstrate sensitivity to the diversity of the Beacon community and to show others respect.

The principle of free speech has the potential to be abused, including through incitement to violence or to breach of the peace, or by the use of threatening words or behaviour (including the display of writing, signs or other visible representations) which are intended to provoke racial or religious hatred or ground of sexual orientation, or to encourage or draw people into terrorism. Staff and learners have a responsibility to consider these issues in the course of their work.

If staff or students believe that there is a risk under this policy, they are required to refer matter to the directors who will assess the situation and, if necessary, take appropriate action.

The policy is to be implemented in conjunction with other Beacon policies as part of a broader approach to best practice.

Further Reading

Beacon's Safeguarding and Protecting Children and Vulnerable Adults Policy

www.beaconeducationpartnership.org.uk/Policies.html

The Counter Terrorism and Security Act 2015 www.legislation.gov.uk/ukpga/2015/6/contents/enacted

Prevent Strategy 2014-15

www.gov.uk/government/publications/2010-to-2015-government-policy-counter-terrorism/2010-to-2015-government-policy-counter-terrorism

Freedom of Expression Legal Framework, Equality and Human Rights Commission March 2015

www.equalityhumanrights.com/sites/default/files/20150318_foe_legal_framework_guidance_revised_final.pdf

GRIEVANCE PROCEDURE

SUMMARY

We understand that there may be extenuating circumstances that make timely delivery of qualifications is difficult. For this reason, we have developed a grievance procedure to ensure that Beacon's contractors and learners are not adversely affected, or unfairly penalised by circumstances that may be out of their control.

PROCEDURE

If you have any grievance relating to the failure of Beacon Education Partnership Limited (Beacon) in exercising its general responsibilities, you should raise the matter initially with the directors. You will be required to put any such grievance in writing. If your grievance is with one of the directors, you should raise the matter with a director not connected to your grievance who will deal with your grievance with the upmost confidentiality.

If you have any grievance relating to penalties imposed by Beacon for failure on behalf of the contractor, you should raise the matter in writing with the directors, including any supporting evidence such as signed letters from candidates and/or the employers of candidates highlighting the grievance or extenuating circumstances.

Beacon commits to treating grievances with the upmost importance. A response and decision to all grievances will be provided within 30 days of the submission of a grievance.

DISPUTING A DECISION

In the event that a contractor/learner finds the initial decision of Beacon to be unsatisfactory, the contractor/learner may resubmit their grievance to the board of directors for a final decision. The resubmission should be addressed to the board of directors of Beacon with a summary of the grievance and a justification for the resubmission of the grievance.

The board of directors of Beacon commits to responding with a decision to all grievances within 30 days of the submission of a grievance.

ARBITRATION

All disputes, differences or questions between the parties to the contract with respect to any matter arising out of or relating to the contract, other than a matter of things as to which the decision of Beacon is final and conclusive under the contract, shall after written notice by either party to the other be referred to an arbitrator appointed by the Chartered Institute of Arbitrators. The decision of such arbiter shall be final and binding on the parties of the contract.

HEALTH AND SAFETY POLICY

OVERVIEW

The health and safety of learners, staff is of the upmost importance to all. Everything will be done to promote good health, and to keep everyone safe, and to protect them from danger.

Achieving a healthy and safe workplace is a collective task shared between Beacon and Staff. This policy and the rules contained in it apply to all Staff, irrespective of seniority, tenure and working hours, including all employees, directors and officers, consultants and contractors, casual or agency staff, trainees, homeworkers and fixed-term staff and any volunteers.

BEACON'S RESPONSIBILITIES

So far as it is reasonably practicable, Beacon is responsible for:

- taking reasonable steps to safeguard the health and safety of staff, people affected by Beacon's activities and of people visiting its premises
- maintaining safe and healthy working conditions
- providing adequate control of the health and safety risks arising from our work activities
- consulting with employees on matters affecting their health and safety
- · providing and maintaining safe plant and equipment
- · ensuring safe handling and use of substances
- providing information, instruction and supervision for employees
- · providing health and safety training when required
- preventing accidents and cases of work-related ill health
- reviewing and revising this policy as necessary at regular intervals
- keeping records of accidents and incidents
- carrying out risk assessments for hazards and risks in the working environment
- reviewing risk assessments on a 6 monthly basis or when the job changes
- investigating causes of accident/work related illness should they occur

The board of directors is responsible for investigating accidents/work-related illnesses and is responsible for acting on investigation findings to prevent a recurrence.

PRINCIPAL HEALTH AND SAFETY OFFICER

Kevin White, Director of Operations, will have day-to-day responsibility for ensuring that this policy is put into practice.

Any concerns about health and safety matters should be notified to the Principal Health and Safety Officer.

GENERAL STAFF RESPONSIBILITIES

All Staff must:

- take reasonable care for their own health and safety and that of others who may be affected by their acts or omissions
- cooperate with the Principal Health and Safety Officer, supervisors, managers and Beacon generally to enable compliance with health and safety duties and requirements
- comply with any health and safety instructions and rules, including instructions on the safe use of equipment
- not interfere with anything provided to safeguard their health and safety
- keep health and safety issues in the front of their minds and take personal responsibility for the health and safety implications of their own acts and omissions
- keep the workplace tidy and hazard-free (keep pathways free from papers, boxes or other items; do not leave heaters unattended; take care with coffee cups to avoid spills; take care when using sharp items like scissors and store them away safely when finished; if possible and if safe, remove any trip and fall hazards or report about them to the Principal Health and Safety Officer; keep papers away from heaters; etc)
- report all health and safety concerns to the Principal Health and Safety Officer promptly, including any potential risk, hazard or malfunction of equipment, however minor or trivial it may seem
- cooperate with Beacon's investigation of any incident or accident which either has led to injury or which could have led to injury, in Beacon's opinion

Staff responsibilities relating to equipment

- use equipment as directed by any instructions given by representatives of management or contained in any written operating manual or instructions for use and any relevant training
- report any fault with, damage to or concern about any equipment (including health and safety equipment) or its use to the Principal Health and Safety Officer
- ensure that health and safety equipment is not interfered with
- not attempt to repair equipment unless suitable trained and authorised

Staff responsibilities relating to accidents and first aid:

All Staff must:

- promptly report any accident at work involving personal injury, however trivial, to the Principal Health and Safety Officer so that details can be recorded in the Accident Book and cooperate in any associated investigation
- familiarise themselves with the details of first aid facilities and trained first aiders
- if an accident occurs, dial Reception and ask for the duty first aider, giving name, location and brief details of the problem

Staff responsibilities relating to emergency evacuation and fire

All Staff must:

- familiarise themselves with the instructions about what to do if there is a fire in Beacon office or any other venue where Beacon training is being delivered
- ensure that they are aware of the location of fire extinguishers, fire exits, and alternative ways of leaving the building in an emergency
- comply with the instructions of fire wardens if there is a fire, suspected fire or fire alarm (or a practice drill for any of these scenarios)
- cooperate with fire drills and take them seriously (ensuring that any visitors to the building do the same)
- ensure that fire exits or fire notices or emergency exit signs are not obstructed or hidden at any time
- notify the Principal Health and Safety Officer immediately of any circumstances (for example, impaired mobility) which might hinder or delay evacuation in a fire. This will allow the Principal Health and Safety Officer to discuss a personal evacuation plan for you, which will be shared with the fire wardens and colleagues working near to you

On discovering a fire, all Staff must:

- immediately trigger the nearest fire alarm
- attempt to tackle the fire ONLY if they have been trained or otherwise feel competent to do so.

On hearing the fire alarm, all Staff must:

- remain calm and immediately evacuate the building via the nearest safe exit, walking quickly without running, following any instructions of the fire wardens
- Staff responsible for learners must escort them quickly, and in orderly manner, from the building to the agreed assembly point
- leave without stopping to collect personal belongings except the registers of the learners attending that day
- stay out of any lifts
- remain out of the building until notified by a fire warden that it is safe to re-enter
- at the assembly points, class registers will be taken to ensure that all learners are accounted for. If any learner is missing a fire monitor must be informed immediately

RISK ASSESSMENT

- Risk assessments are simply a careful examination of what in the workplace could cause harm to people.
 Beacon will assess any risks and consider measures to best minimise any risk. Beacon will carry out general workplace risk assessments when required or as reasonably requested by Staff. Managers must ensure that any necessary risk assessments take place and the resulting recommendations are implemented.
- The Principal Health and Safety Officer is responsible for workplace risk assessments and any measure to control risks. The findings of the risk assessment will be reported to the board of directors who will approve any action required to remove/control the risks. The Principal Health and Safety Officer will be responsible for ensuring that the action required is implemented and check that the implemented actions have reduced/ removed the risk.
- Risk assessments will be reviewed every 6 months or when the work activity changes, whichever is sooner.

Any breach of health and safety rules or failure to comply with this policy will be taken very seriously and is likely to result in disciplinary action against the offender, in accordance with Beacon's disciplinary policy, up to and including immediate dismissal.

HEALTH AND SAFETY POLICY STATEMENT

Health and Safety at Work Act 1974

This is the Health and Safety Policy Statement of

BEACON EDUCATION PARTNERSHIP LTD

Our statement of general policy is:

- to provide adequate control of the health and safety risks arising from our work activities
- to consult with our employees on matters affecting their health and safety
- · to provide and maintain safe plant and equipment
- to ensure safe handling and use of substances
- to provide information, instruction and supervision for employees
- · to ensure all employees are competent to do their tasks, and to give them adequate training
- to prevent accidents and cases of work related ill health
- · to maintain safe and healthy working conditions
- to review and revise this policy as necessary at regular intervals

| Signed | |
|--------|-------------|
| | |
| Date | Review Date |

Beacon Education Partnership Limited has overall and final responsibility for health and safety.

Kevin White, Director of Operations, has day-to-day responsibility for ensuring this policy is put into practice.

INFORMATION, ADVICE AND GUIDANCE (IAG) CODE OF PRACTICE

PURPOSE

The purpose of the Information, Advice and Guidance (IAG) is to support enquirers considering study with Beacon and to support learners in achieving their aspirations.

While Beacon do not provide career advice, in the delivery of IAG, we support enquirers and learners in making decisions about their Beacon courses and career planning based on their individual needs, circumstances and interests.

We place an emphasis on opportunities for independent self-assessment and decision making by providing online information and advice that is easy to access, clear, relevant and up to date.

Our IAG is consistent with Beacon approach to educational support and guidance and is delivered in accordance with the principles of the nationally recognised Matrix quality standard and Beacon's Data Protection Policy.

OBJECTIVES

Our objectives are to:

- empower enquirers and learners to achieve their study and career goals and to develop independence in their decision making;
- ensure that the delivery of IAG within Beacon is responsive to changes and developments both internally and externally;
- 3. support the improvement of learners' completion and progression rates;
- 4. work proactively and collaboratively internally to enhance the effective delivery of IAG;
- 5. identify and work in partnership with external organisations to inform and enhance our service to learners.

We will achieve these objectives by:

- raising awareness of the service so that enquirers and learners know what they can expect and how to access it
- producing and regularly reviewing an annual development plan to ensure we continually improve our service
- providing timely and targeted IAG to learners at key

- points along the learner journey that recognises and is responsive to diverse and distinct need
- ensuring that our online information and advice is accessible, accurate and up to date
- providing opportunities for learners to access advice and guidance in a variety of ways
- ensuring that members of staff have the training, skills and knowledge appropriate to their roles
- encouraging and acting on learner and staff feedback
- identifying key internal and external stakeholders and agreeing processes by which we can work collaboratively.

IMPARTIALITY

We aim to provide IAG which respects the needs of the individual enquirer or learner and is in their best interests.

ENTITLEMENTS

The service entitlements for enquirers and learners are outlined in our IAG Statement of Service.

CONTINUOUS QUALITY IMPROVEMENT AND STAFF DEVELOPMENT

We are committed to developing the IAG service through continuous quality improvement and to ensuring the expertise of staff using appropriate continuing development.

USEFUL EXTERNAL SOURCES

The matrix quality standard for information, advice and guidance services www.matrixstandard.com The Career Development Institute www.thecdi.net/

On the next page is a list of agencies that might be able to provide support on a number of life issues:

| Organisation and Contact Details | Support Provided |
|---|---|
| Action on Addiction www.actiononaddiction.org.uk 0845 126 4130 | Help and information for people worried about alcohol or drug misuse |
| Alcoholics Anonymous www.alcholics-anonymous.org.uk 0845 7697 555 (24 hour) | Help for people with drink problems |
| British Pregnancy Advisory Service www.bpas.org 0845 730 4030 | Information and counselling on pregnancy issues, abortion and fertility |
| Childline www.childline.org.uk 0800 1111 | A free, confidential 24 hour helpline for any child with any problem |
| Consumer Credit Counselling Service www.cccs.co.uk 0800 138 1111 | Confidential, free counselling and money management assistance for people in financial difficulty |
| Cruse Bereavement Care www.crusebereavementcare.org.uk 0844 477 9400 | Bereavement counselling |
| National Centre for Domestic Violence www.nncdv.org.uk 0844 8044 999 or 0800 970 2070 | Available to anyone regardless of age, culture, gender, sexual orientation who is a victim of domestic violence |
| Samaritans www.samaritans.org 08457 90 90 90 | General counselling and support for any type of issue |

APPENDIX: DEFINITIONS

Information: Information is a range of resource material available online that is presented in a way that encourages self-assessment and independent decision-making whilst also delivering factual data.

Information is also provided to learners and enquirers by members of staff who contribute to enquirers' and learners' understanding and interpretation of the information available and how and where to research information themselves. Members of staff may also need to interpret, clarify or contextualise information and assess when signposting to more specialist support or guidance is needed. Members of staff at all levels engage in information giving as part of the IAG process.

Advice: Advice may be delivered online, for example straightforward advice may be delivered via email. Advice from a member of staff involves the same support as that listed above under Information; it may also include appropriate questioning to gain an understanding of circumstances that will enable clarification and identification of need. Advice will contribute to decision-making through suggestions on available options, or how to go about a course of action. Advisory work is usually provided on a one-to-one basis by telephone or email.

Guidance: Guidance is the process of providing in-depth and personalised advice and support to learners and enquirers. It involves a complex interaction between practitioner and learner that depends on the skill of the practitioner to elicit, interpret and feed back from both verbal and non-verbal responses and clues. Guidance should be provided by members of staff trained and competent in guidance work.

Guidance involves identifying and clarifying needs and exploring ideas and values in relation to study opportunities and career goals. Learners and enquirers are encouraged to assess appropriate options and make decisions that are in their best interests, will facilitate learning and progression, and contribute to their development as independent and autonomous learners. In the process, guidance should involve challenging unrealistic expectations and advocacy on behalf of the learners as well as referral to more specialist guidance and support.

Elements of guidance may be delivered online, by email and through forums; some complex guidance queries may be most effectively addressed via telephone and, exceptionally face-to-face.

Opportunities should be available online for referral to person-mediated guidance within the IAG decision-making framework.

INFORMATION, ADVICE AND GUIDANCE (IAG) STATEMENT OF SERVICE

ABOUT OUR IAG SERVICE

This service is here to help you to make informed choices and decisions about courses that you may wish to undertake.

WHAT BEACON EDUCATION PARTNERSHIP CAN OFFER

- A free confidential and impartial information and advice service which covers learning opportunities and qualifications available
- Written information on all courses and learning opportunities where appropriate
- Guidance on courses offered by other establishments where Beacon are unable to fulfil learner need
- Support during your course to assist your learning, personal development and career progression
- Advice and support to enable you to study effectively if you have additional learning needs
- A signposting service to other providers and/or sources of information if we are unable to offer the information, advice and guidance ourselves
- Information about Beacon's complaints procedure and all of our other policies and procedures

WHAT WE EXPECT FROM YOU

- As much information as possible to enable the team to advise you appropriately
- Prompt contact if you have any questions or concerns over your chosen course of study
- Information about any special needs that you may have such as mobility access, hearing or visual impairments or language issues
- The team expects to be treated with respect and not to be offended by use of language, actions or behaviour.
- Discriminatory language or behaviour is not acceptable
- We welcome your feedback and expect that you will complete evaluation forms as requested to enable us to work towards continuously improving the service we offer.

WHAT YOU CAN EXPECT FROM US

- Professional and knowledgeable staff who keep up to date with changing legislation that may affect the delivery of the service
- Queries can be answered in a range of ways (telephone, email, face to face) to suit your needs
- We will acknowledge or reply to your emails, telephone queries or written correspondence within 3 working days
- · We will be friendly, polite and considerate
- We will maintain confidentiality in line with our Data Protection Policy.

CONFIDENTIALITY

As part of our service we need to keep certain details about you on record. We may have to share some of this information with other organisations as part of our audit process or to gain funding for your programme. We will not however share your information with people who do not have authority to access it. Please ask for more information on this if required.

FEEDBACK, COMMENTS AND COMPLAINTS

To help us continuously improve our service we value your suggestions, comments, compliments and complaints. These can all be made anonymously if you prefer. All comments, whether positive or negative, will be acknowledged and appropriate action taken.

You can make a complaint or give feedback to us either verbally or in writing to:

Christian Wilkins

Director of Funding and Contracts Beacon Education Partnership 85-87 Bayham Street London. NW1 OAG

Telephone: 0208 788 4007

christian.wilkins@beaconeducationpartnership.org.uk

Complaints will be treated in confidence and we will do our best to resolve it fairly and quickly in accordance with our complaints procedure.

INTERNAL CONTRACTOR'S POLICY

OVERVIEW

It is Beacon Education Partnership's (Beacon) policy to utilise contractors to undertake the delivery of QCF, Diploma and Apprenticeship qualifications.

EXPECTATIONS OF CONTRACTORS

- 1. They have a track record of successful delivery of vocational training.
- 2. Are DBS checked
- 3. They have public liability Insurance
- 4. They are A1 qualified with a minimum of a level 3 teaching qualification.
- 5. They organise their own diary and appointments with the candidates.
- 6. They provide a replacement if they are not available to fulfil any visits or the contract. If this is the case, the contractor is responsible for the recruiting, payment and standard of work of that person.
- 7. They provide Beacon's coordinator with a record of hours spent with each candidate as required by the Skills Funding Agency.
- 8. They attend team meetings and external verification meetings when required.
- 9. They submit monthly reports on the progress of each candidate under the contractor's control by means of the monthly reporting.
- They ensure portfolios and candidates are ready for internal and external audits and to attend these visits if requested.
- 11. They cover all costs for the delivery of the qualification including travel, accommodation and tools of trade. Any financial risk of exceeding the per candidate funding rate falls to the contractor.
- 12. Achieve a minimum of 90% achievement rate.

PAYMENT

Payment will be determined by the quality and work-load of the contractor as well as against the terms of the funding arrangement and any bespoke requirements. Payments will however fall into the following framework.

A rate of between £300 and £450 per successful Level 2 QCF candidate

A rate of between £400 and £600 per successful Level 3 QCF candidate

A rate of between £600 and £1200per successful Modern Apprenticeship depending on the structure.

A rate of between £750 and £1250 per successful 90 credit Diploma.

RETAINING CONTRACTORS

Beacon will evaluate the performance of contractors across the course of the contract as well as an exit review in order to determine whether or not new contracts are entered into with each contractor.

RECORDS

Beacon will keep a file of all the information pertaining to contractors including copies of Qualifications, CVs, proof of Public Liability insurance and copies of signed SLA's at our head office of 85-87 Bayham Street, London, NW1 OAG, United Kingdom.

INTERNAL VERIFICATION POLICY

The aim is to ensure that:

- Internal verification (IV) is valid, reliable and covers all assessors and programme activity
- The IV procedure is open, fair and free from bias
- There is accurate and detailed recording of IV decisions

In order to do this, the centre will:

- Ensure that all centre assessment instruments are verified as fit for purpose
- Verify an appropriately structured sample of assessor work from all programmes, sites and teams, in order to ensure that centre programmes conform to the national standards, the National Student Survey (NSS) and Joint Awarding Body (JAB) requirements/guidance
- Plan an annual IV schedule, linked to assignment plans
- Define, maintain and support effective IV roles
- Ensure that identified staff will maintain secure records of all IV activity
- Brief and train staff of the requirements for current IV procedures
- Promote IV as a developmental process between staff
- Provide standardised IV documentation
- Use the outcome of IV to enhance future assessment practice

This policy will be reviewed every 12 months by the assessment team and quality nominee.

The IV will ensure that all assessment instruments have been internally verified as fit for purpose and will not be used until this process has happened.

An internal verification sampling plan will be developed and maintained to ensure that all programmes, teams and sites are sampled. The verification sampling will be linked to the assignment plans.

The centre manager will ensure that all members of the assessment and verification team understand their roles and responsibilities by clearly defining them at the start of the programme. This will be reinforced for the duration of the programme. Staff can find details of roles and responsibilities in the staff handbook. The quality nominee in conjunction with the centre manager will ensure that tutors are made aware of any changes to current IV practice. New and existing staff members will receive training as and when required.

The centre manager/quality nominee/IV will promote a positive approach to internal verification and feedback to the assessment team. It will be promoted as an opportunity for staff development and potential continuous professional development. The outcome of internal verification will be used as a tool to enhance future assessment practice.

The centre manager will ensure that IV documentation is standardised across all programmes and programme teams. Copies of documentation can be found in the centre handbook.

This policy is to be used in conjunction with other policies.

INTERNAL VERIFICATION STRATEGY

The internal verification (IV) is the key to quality control in the NQF and QCF process. The IV has the following responsibilities:

- Sampling assessments
- · Monitoring assessment practice
- Standardising assessment judgements

SAMPLING ASSESSMENTS

Each IV will be responsible for determining their sample. This will be based on the following criteria:

- The number of candidates
- The types of evidence
- The number, experience and location of assessors
- The NQF/QCF revised standards, new units
- All units
- Problem units

Deciding the sample size should present a sufficiently accurate picture of the quality of assessment in the Centre to be confident that those decisions not sampled also meet the national standards (Joint Awarding Body (JAB) Guidance).

The IV must look at assessment decisions of all of the team in any given period of time either by candidate cohort or by calendar. All assessors must be included in the sample but considerations should be given to factors such as the experience of the assessor. Experienced assessors who are consistently maintaining the standards will need less sampling than newly qualified and/or inexperienced assessors. The IV will probably need to sample the 'new' assessor's decisions for each unit in any NQF/QCF until the IV is confident that the assessor is consistent in maintaining the relevant standard.

Where problem units have been identified these should be sampled for every assessor. In addition to that, the IV and the assessor need to agree the interpretation of problem aspects so that future delivery of units is standardised.

All assessment methods should be sampled to ensure that evidence requirements are being met. The IV will need to thoroughly understand the requirements of the particular NQF /QCF in order to achieve this.

MONITORING ASSESSMENT PRACTICE

This involves the IV observing assessors in the workplace with their candidates. The IV should aim to observe all of their assessors within a 12-month period. The assessor observation proforma must be completed following an observation. Constructive and positive feedback must be given to the assessor following the observation.

Observation of the assessor will create an opportunity to liaise with candidates to determine whether their assessment needs are being met. The candidate interview proforma must be completed when candidates have been interviewed.

STANDARDISING ASSESSOR JUDGEMENTS

The IV for each award will hold standardisation activities for their assessors. Assessors will not be allowed to practice if they fail to attend these activities and the IV will need to monitor attendance. Please see the JAB Guidance for ideas on standardisation activities.

In addition to the above responsibilities, the IV has a duty to develop and support assessors and to ensure the Continuing Professional Development (CPD) of the assessment team.

The IV will be responsible for ensuring that new assessors are inducted and the induction proforma is completed.

IVs will be notified of candidates undertaking the award, the assessors allocated to those candidates, the assessment sites and the date(s) of induction. The IV will then advise the assessor of the IV dates for each cohort of candidates.

The Lead IV for the centre will request an up to date CV, CPD log and copies of the original relevant certificates from each assessor and IV. Following an external verifier's (EV) visit the Lead IV will disseminate the EV's report to the assessment and verification team and be responsible for drawing up an action plan to deal with identified issues.

INVIGILATION POLICY

Please note that this process must be followed for all tests

- 1. One invigilator is allowed to invigilate a maximum of 20 learners.
- 2. Where there is a sole invigilator he/she must have the facility to summon help without disturbing the learners taking the test.
- 3. Learners should be seated with a minimum gap of 1.25m between them.
- 4. Learners may only take pens into the examination room and any pencil cases must be transparent. Mobile telephones, pagers and other electronic equipment are not permitted.
- 5. When preparing your examination room, you should consider making provision for candidates to securely store their personal belongings outside of the room. If this is not possible, determine how bags and other items could be stored within the examination room so that they are out of the candidates' reach, and that access to them can be monitored by the invigilator.
- 6. It is suggested learners are seated ten minutes before the start of the test.
- 7. A reliable clock must be visible to learners at all times
- 8. The start and finish times must be written up clearly for all to see. Please refer to the times printed on the exam cover sheet (written paper).
- Test answer sheets must be completed in black pen. Test answer sheets completed in pencil are deemed invalid.
- Invigilators are required to issue each learner with a reference number (centre managers are responsible for allocating reference numbers in the first instance).
- 11. The guidance to learners provided by an awarding body relating to the test must be read out prior to the commencement of the test.
- 12. The envelope must be opened immediately before the start of the examination, in the presence of the learners.
- 13. Once the test has started, learners may not ask questions about the test. In exceptional circumstances they may seek the attention of the invigilator, for example if they need to use the toilet. Invigilators must not talk to or distract learners during the test.

- 14. If a learner wishes to leave the room for any reason and intend to return to continue their exam they must be accompanied. The invigilator must remain with them at all times and ensure that they cannot access restricted material. The learners remaining in the exam room must continue to be invigilated.
- 15. Any issues of ambiguity as identified by the learner must be recorded on the Test Log. These issues must NOT be addressed with the learners at the time of the test.
- 16. No requests for help from learners in relation to the test can be dealt with during the test.
- 17. Learners arriving late for the test should be seated near to the door and the disturbance to other learners kept to a minimum.
- 18. Late learners must not be allowed entrance to the examination room if more than fifteen minutes late. In such cases, a FAIL should be recorded.
- 19. Under no circumstances must the tutor / trainer who has prepared the learners for the test be the sole invigilator.
- 20. Learners must be reminded verbally when there are only ten minutes of the test remaining.
- 21. At the end of the test the learners must be told to stop writing and ensure that their answer sheet is correctly marked with their name and reference number.
- 22. Test papers and test answer sheets must be collected in immediately at the end of the test. The invigilator must check that the learners have completed their details correctly before the learners have left the test room.
- 23. The invigilator has 2 envelopes: one for test papers and one for answer sheets. The invigilator must put the test papers and test answer sheets into separate envelopes and seal.
- 24. The envelope with the test papers must be returned to the test manager for destruction. The envelope with the answer sheets must be stored securely prior to dispatch to the address given in the Centre Management Handbook.
- 25. The test answers must not be changed, checked or altered in any way between the time of collection and dispatch for marking.

IT SECURITY POLICY

1. Introduction

The security and integrity of their IT Systems is a priority for **Beacon Education Partnership Limited** (the "Company"). All employees of the Company and any authorised third parties, including without limitation, sub-contractors, consultants and contractors (together "Users") are expected to comply with this policy, which is effective from the date above, but subject to being updated from time to time.

2. Intended purpose

The purpose of this policy is to establish a framework for managing risks and protecting the Company's IT infrastructure, computing environment, hardware, software and any and all other relevant equipment ("IT Systems") against all types of threats, internal or external, intentional or unintentional.

3. Stakeholder Responsibilities

- 3.1 An appointed director (the "Head of Operations") shall be responsible for carrying out the installation, ongoing maintenance (including without limitation, any upgrades or repairs) and ensuring the security and integrity of the IT Systems, either directly or, via an authorised third party. Accordingly, the Director of Funding and Contracts is responsible for data stored on the IT Systems, unless otherwise stated.
- 3.2. In furtherance of section 3.1 above, the Director of Funding and Contracts shall be responsible for:
 - (a) investigating any security breaches and / or misconduct, and shall escalate to the Director of Funding and Contracts as appropriate;
 - (b) regularly reviewing IT security standards within the Company and ensuring the effective implementation of such standards, by way of periodic audits and risk assessments, with regular reports being made to the Company's internal senior management shall be responsible on the condition of the Company's information security and compliance with this policy;
 - (c) ensuring organisational management and dedicated staff responsible for the development, implementation and maintenance of this Policy;

- (d) providing assistance as necessary to Users to help them in their understanding and compliance with this policy, as well as keeping all Users aware and up to date with all applicable laws including, without limitation, the GDPR and the Computer Misuse Act 1990.
- (e) providing adequate training and support in relation to IT security matters and use of the IT Systems, to all Users
- (f) ensuring that the access to IT Systems granted to all Users takes into account their job role, responsibilities and any additional security requirements, so that only necessary access is granted for each User
- (g) dealing with all reports, whether from Users or otherwise, relating to IT security matters and carrying out a suitable response for the situation
- (h) implementing appropriate password controls, as further detailed in section 5.
- (i) maintaining a complete list of all hardware items within the IT Systems. All such hardware shall be labelled, and the corresponding data shall be kept by the Head of Operations;
- (j) ensuring that monthly backups of all data stored within the IT Systems are taken, and that all such backups are stored off the Company premises at a suitably secure location.

3.3. The Users shall be responsible for:

- (a) informing the Director of Funding and Contracts immediately of any actual or potential security breaches or concerns relating to the IT Systems;
- (b) informing the Director of Funding and Contracts immediately in respect of any technical or functional errors experienced relating to the IT Systems; and
- (c) complying with this Policy and all laws applicable to the Users relating to their use of the IT Systems.
- 3.4. Users must not attempt to resolve an IT security breach on their own without consulting the Director of Funding and Contracts first.

4. Access to IT Systems

- 4.1 There shall be logical access controls designed to manage electronic access to data and IT System functionality based on authority levels and job functions, (e.g. granting access on a need-to-know and least privilege basis, use of unique IDs and passwords for all Users, periodic review and revoking/changing access promptly when employment terminates or changes in job functions occur).
- 4.2. All IT Systems shall only be accessible by a secure log-in system as deemed suitable by the Head of Operations. Such suitable systems may include, without limitation, secure passwords, fingerprint identification and facial recognition.
- 4.3. The Director of Funding and Contracts shall conduct regular system audits or event logging and related monitoring procedures to proactively record User access and activity on the IT Systems for routine review.
- 4.4.IT Systems that are not intended to be part of everyday use by most Users (including without limitation, servers, networking equipment and infrastructure) and any other areas where personal data may be stored (e.g. data centre or server room facilities) shall be designed to:
 - (a) protect information and physical assets from unauthorised physical access;
 - (b) manage, monitor and log movement of persons into and out of the relevant facilities;
 - (c) guard against environmental hazards such as heat, fire and water damage.

5. Passwords

- 5.1 The Director of Funding and Contracts shall implement password controls designed to manage and control password strength, expiration and usage including prohibiting Users from sharing passwords and requiring that the Company passwords that are assigned to Users:
 - (a) not be stored in readable format on the Company's IT Systems;
 - (b) newly issued passwords must not be changed.

5.2. Users must keep passwords confidential and not share it with anyone else.

6. Hardware

- 6.1 All Company mobile devices (including, without limitation, laptops, tablets and mobile telephones) should be kept securely by Users using secure cases where appropriate. Users should not leave such mobile devices unattended other than at their homes or Company premises.
- 6.2.All Company non-mobile devices (including, without limitation, desktop computers, workstations and monitors) shall, wherever possible and practical, be secured in place with a suitable locking mechanism.
- 6.3. Users are not permitted to connect any of their personal hardware to the IT Systems without the express approval of the Director of Funding and Contracts in writing.

7. Software

- 7.1 All software installation on to the IT Systems shall be the responsibility of the Head of Operations.

 Users are not permitted to install any software on to the IT Systems unless expressly approved in writing by the Head of Operations.
- 7.2 All software installed on to the IT Systems shall be kept sufficiently up to date in order to ensure that the security and integrity of the IT Systems is not compromised.

8. Vulnerability Assessment and Anti-Virus

8.1. The Director of Funding and Contracts shall ensure that the Company uses an up to date reputable anti-virus checking software tool to check the IT Systems and to scan all email attachments before they are opened.

9. Data Protection

- 9.1 The collection, holding and processing of all personal data (as defined in the General Data Protection Regulation 2016 ("GDPR")) by the Company will be carried out in compliance with (i) the GDPR and (ii) the Company's own Data Protection Policy.
- 9.2 The Director of Funding and Contracts shall ensure there are data security controls which include at a minimum, but may not be limited to, logical segregation of data, restricted (e.g. role-based) access and monitoring, and utilisation of commercially available and industry standard encryption technologies for personal data that is:
 - (a) transmitted over public networks (i.e. the Internet) or when transmitted wirelessly; or
 - (b) at rest or stored on portable or removable media(i.e. laptop computers, CD/DVD, USB drives, backup tapes).
- 9.3 Personal data contained in the body of an email, whether sent or received, should be copied from the body of that email and stored securely. The email itself should be deleted. All temporary files associated therewith should also be deleted.
- 9.4 Where personal data is to be sent by facsimile transmission the recipient should be informed in advance of the transmission and should be waiting by the fax machine to receive the data.
- 9.5 If personal data is being viewed on a computer screen and the computer in question is to be left unattended for any period of time, the user must lock the computer and screen before leaving it.
- 9.6 No personal data should be transferred to any device personally belonging to an employee and personal data may only be transferred to devices belonging to agents, contractors, or other parties working on behalf of the Company where the party in question has agreed to comply fully with the letter and spirit of this Policy and of GDPR (which may include demonstrating to the Company that all suitable technical and organisational measures have been taken).
- 9.7 The Director of Funding and Contracts shall ensure operational procedures and controls to provide to provide for the secure disposal of any part of the IT Systems or any media to render all information or data contained therein as undecipherable or unrecoverable prior to final disposal or release from the Company's possession.

- 9.8 Where any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of. Hardcopies should be shredded, and electronic copies should be deleted securely.
- 9.9 The Director of Funding and Contracts shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 9.10 All electronic copies of personal data should be stored securely using passwords.
- 9.11 Only Users that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by the Company.
- 9.12 All Users that have access to, and handle personal data on the Company's behalf, shall adhere to the Company's Data Protection Policy.

10. Business Continuity

The Company shall have in place adequate business resiliency/continuity and disaster recovery procedures designed to maintain any information and the supply of any service and/or recovery from foreseeable emergency situations or disasters.

11. Email and Internet

Please refer to the Company's Acceptable Use of IT policy on Email and Internet usage in respect of email and internet use on the IT Systems.

LEARNER DISABILITY POLICY

OVERVIEW

Our commitment to meeting our duty under the provisions of the Disability and Discrimination Act 1995, as amended, and the Equality Act 2010 will underpin all that we do at Beacon. No one will be treated less favourably than others.

Beacon will work hard to meet the individual needs of all, including those with a physical or mental impairment which has a substantial and long-term adverse effect on their ability to carry out normal day-to-day activities. We will anticipate the needs of those with disability and make reasonable adjustments to ensure that their needs are met to give them access to all aspects of provision. All appropriate members of Beacon staff will be involved and consulted in the process of implementing our statutory duty.

Beacon is committed to addressing the barriers to inclusion (structural, cultural, organisations and attitudinal) and will use inclusive practices and reasonable adjustments to change procedures or environments to remove any disabling effects or barriers to participation.

OBJECTIVES

- 1. To ensure that all learners receive their entitlement to relevant provision.
- 2. To ensure that provision for learners with disability is central to scheme of work and the teaching and learning plan.
- 3. To recognize, celebrate and record learners' achievements, progress and successes in order to encourage a positive self-image.
- To ensure that those with management responsibility and individual staff accept responsibility for planning, organisation and delivery of appropriate educational material to learners' disability.
- To ensure that learners and employers are fully involved at every stage in the provision made by Beacon.

STRATEGIES

 Beacon will ensure that in all policies, procedures, functions and activities consideration is given to the means of enabling disabled learners full participation in all aspects of the programme.

- 2. Monitoring, evaluation and review carried out by the leadership team will ensure that procedures and practices within Beacon give all learners access to all appropriate courses.
- Beacon will ensure that the requirements of disabled learners are considered during course delivery and/or review and that programme amendments are made. Programme specifications that raise barriers to access by disabled people will be reconsidered and reasonable adjustments made to minimise such barriers.
- Learners are responsible for requesting any review of implemented reasonable adjustments, if such adjustments are not proving to be effective in meeting their entitlements.
- 5. Employers will be involved and consulted about the provision being offered by Beacon.
- 6. If applicable, Special Educational Needs
 Coordinator will be responsible for the
 identification and assessment of the specific
 educational needs and a procedure will be put into
 place to ensure effective liaison with appropriate
 support agencies.
- The assessment of disability will be diagnostic in nature and constructive in practice, with appropriate involvement of relevant members of staff.
- 8. Active participation of employers in the teaching and learning process will be encouraged.
- 9. The positive achievements of learners will be celebrated and recognized.

DISCLOSURE AND CONFIDENTIALITY

The decision of whether or not to disclose a disability and the timing of any disclosure belongs entirely to the individual learner. However, if opportunities have been given to disclose a disability and a learner decides not to then Beacon will not be able to offer them individual support or adjustments.

Beacon will manage the process of information sharing and will treat all personal data in accordance with the Data Protection Act 1998; access to disability-related information will be provided on a need-to-know basis only, in order for reasonable adjustments to be implemented.

REASONABLE ADJUSTMENTS

Where a disabled learner may be placed at a substantial disadvantage Beacon is required to make a reasonable adjustment. Adjustments may include specific learning, assessment and learner's work submission arrangements, provisions for additional support for learning, adjustments to assessment practices.

Adjustments will be made within the parameters of the following factors:

- The nature of learner's circumstances and needs following consultation with the learner and, where appropriate, examination of available evidence and relevant assessments
- · The nature of the course
- The likely effectiveness of the adjustment in removing the disadvantage
- The practicality of the adjustment, taking into account of: disruption, health and safety issues, the reasonable expectations of others and external factors
- The costs
- Legal precedent
- · The possibility of using inclusive measures

If learners require adjustment to be made in a venue provided by employer/partner/third party, the venue provider will be responsible for assessing the feasibility of these being provided during the learner's period of studying.

OUTCOMES

This policy will play an important part in the educational development of individual learners. It will ensure that learners with disability are treated as favourably as others and that Beacon will make reasonable adjustments to avoid disadvantaging disabled learners.

LITERACY AND NUMERACY POLICY

In delivering level 3 Health and Social Care (HSC) course Beacon are expected to assess and improve learners' literacy and numeracy skills. Literacy and numeracy are not funded elements under the advancer learner loan provision, however they are discretely delivered throughout the qualification where opportunities present themselves within the qualification framework.

Literacy and numeracy skills scans are conducted at the start, midpoint and at the end of the programme, with progress recorded and appropriate support offered if required in between. During the course the tutor will monitor and continue to develop the learners' skills by prioritising the aspects of the training where there is the need for the development of sound literacy, language and numeracy skills. It is the tutors responsibility to differentiate teaching and assessment to accommodate learners' needs, within reason.

Learners whose first language is not English have diverse needs, reflecting literacy skills in their mother tongue, educational experience both in the UK and their country of origin. It is outside of the scope of Beacon courses to provide a full English language skills development programme and it is assumed that learners requiring significant support will seek and receive a third-party support in addition to the main programme. To help with this we guide learners to additional online courses provided by third party specialists (the links to these courses are listed within the learner support zone on Beacon website). Beacon also supply learners with details of local colleges that provide ESOL, literacy and numeracy courses.

LITERACY

Assessors must:

- (i) give detailed feedback to learners with action points and direction. The feedback must be:
 - **specific** assessor's comments must relate to specific parts of the learner's work. The feedback must include what the learner has done, how they have done it, and if there are any actions and/or corrections to be made.
 - **meaningful** demonstrate stretching, direction, motivation, corrections, focus of mind etc. For

example, the following phrases may be used:

'you might want to consider...'
'you might want to reflect on...'
'you could clarify if...'

- **link** to other unit(s) were relevant to demonstrate the learner's progress.
- (ii) correct the learners' grammatical mistakes;
- (iii) help learners with key words relating to a particular topic discussed in a session by displaying key words on the board and asking the learners to write them down in their glossary of words book;
- (iv) promote the use of the online dictionary in the learner support zone of Beacon website;
- (v) promote the use of Beacons glossary of terms App.

NUMERACY

The rationale behind the numeracy requirement in health and social care is that there is a suggestion that numeracy levels may be directly linked to patient safety, therefore healthcare workers need numeracy skills to enable them to do their jobs safely and effectively. Numeracy appears to be the term given to the basic skills essential to understanding, communicating, and caring for health needs.

Throughout the course the assessors need to embed maths and show learners how maths can be an integral part in a health and social care setting. Assessors should also show learners how using maths will help to produce a better solution to a vocational problem, save them work, or avoid errors. Here are a few helpful clips showing practitioners and learners talk about the benefits of embedding maths and the approaches they use:

https://www.youtube.com/ watch?v=UTXxNxvsYeo&feature=youtu.be

https://www.youtube.com/ watch?v=XsCQNXCsGVM&feature=youtu.be It is important to engage learners particularly if they feel quite negative about the prospect of studying maths as part of their course. Hands-on activities relating to their vocation can help them to see the relevance of maths to their futures, and so can be very effective in engaging and motivating them. This clip from BBC Skillwise examines why maths and English are important in health and social care:

https://www.bbc.co.uk/programmes/p00k3pm4

Assessors must:

- (i) spot opportunities, such as the following examples, to introduce numeracy into the course without taking away from the focus on the learning outcomes:
 - a. reading food labels and understanding nutrition information;
 - reading prescriptions and other materials that contain numerical information and test simple mathematical skills such as understanding dates and timing of medication dosage;
 - understanding measurements (such as weight, height and fluid intake);
 - d. measuring/counting/adjusting medications;
 - e. interpreting blood sugar readings or other clinical data;
 - f. understanding and managing time;
 - g. filling in time sheets;
 - h. calculating money/wages;
 - i. doing stock intake;
 - j. understanding graphs, etc.

The list is not exhaustive.

- encourage learners to think carefully when solving problems reminding them that the answer may have serious consequences to patients they would be looking after;
- (ii) give learners understanding of measures by highlighting units used and conversions between them in practical subjects;
- (iii) give detailed feedback to learners with action points and direction emphasising the relevancy to practical tasks that are performed in health and social care setting;
- (iv) ask the learners to write down core information covered in a session together with salient feedback points for learners' future reference;

- (v) ensure that they (assessors) talk positively about 'maths' so that learners develop the right attitude and mindset about learning numeracy and do not view it as difficult or irrelevant;
- (vi) share the opportunities to introduce numeracy, together with their practices and experiences, with other assessors (as well as leadership and management) in the next assessor meeting with a view of ensuring that numerical concepts/methods are taught with a common approach across the board;
- (vii) be proactive and ensure that they have the necessary numerical knowledge to support learners with any numerical work.

MONITORING TEACHING & LEARNING CODE OF PRACTICE

OVERVIEW

Beacon believes that every learner and every employer matters, every learner has an entitlement to benefit from teaching and learning of the highest quality. This policy sets out the criteria that will be used to monitor, evaluate and review all our teaching and assessing. Assessors and trainers will be given the professional responsibility to ensure that their teaching meets this standard. The directors, senior management team and other key members of staff, will monitor, evaluate and review teaching and assessment to ensure that this high standard is met. This policy should be read in conjunction with our policy for Appraisal and Performance Management, Assessment, Record Keeping and Reporting Policy, Feedback and Marking Policy and Internal Verification Policy.

OBJECTIVES

- To ensure that all learners and employers benefit from teaching, training, assessing and learning of the highest standard.
- 2. To provide a basis for monitoring evaluation and review.
- 3. To ensure that all teachers, trainers and assessors are given feedback on their strengths and areas for development within their practice.
- 4. To improve the quality of teaching, training, assessing and learning to raise standards and improve progress.
- 5. To provide a code of practice for monitoring.
- 6. To promote community cohesion through teaching and learning.
- 7. To encourage creativity and originality through a wide range of teaching and learning strategies.

STRATEGIES

- Teaching, assessing, training and learning will be regularly monitored, evaluated and reviewed by members of the Leadership Team.
- Staff monitoring teaching, training, assessing and learning will be trained in key skills and procedures to ensure that the process is consistent across all staff and in every part of the Beacon.
- Lesson planning, assessment planning and reporting will be monitored to ensure that it meets the standard required by the Beacon.
- 4. The monitoring of teaching, assessment, training and learning will meet the statutory requirements set out in the Appraisal and Performance Management Policy.
- 5. The outcomes of teaching, training, assessing and learning, will be monitored, evaluated and reviewed to evaluate the impact of teaching.
- 6. Assessors/trainers will be given feedback on the strengths and areas for development soon after the monitoring has taken place.
- 7. The Ofsted criteria for judging the quality of teaching, training, assessing and learning will be used as the basis for judgements and for feedback to assessors, trainers and teachers.
- 8. Teachers, trainers and assessors will be given written feedback covering key points of strength and points for development.

OVERVIEW

This will result in the leadership team knowing the strengths and areas for development in teaching and learning. Teachers will be given verbal and written feedback, including praise and encouragement. Targets will be set for improvement. Staff development needs will be identified and met. These actions will result in an improvement in the quality of teaching and learning.

OBSERVATION POLICY

The purpose of observation of teaching and learning is to:

- ensure the quality of the delivery of learning and teaching
- monitor to ensure that effective learning takes place
- · raise standards of teaching and learning
- encourage and promote constructive professional dialogue
- develop tutors and learning support staff to ensure high standards of learning and teaching
- identify where further support, mentoring or training is required
- · identify and share best practice
- · develop a culture of continuous improvement
- underpin a rigorous self-assessment process
- ensure the requirements of the key themes within the Ofsted Common Inspection Framework are covered

RESPONSIBILITY

The observation process is management-led and the overall responsibility for monitoring the implementation of the process and associated outcomes sits with the Beacon Director of Funding and Contracts who will review the policy and process annually.

OBSERVATIONS FOR NEW STAFF

All new staff within the teaching and learning team will be observed as part of the standard induction process, this will then link to the annual appraisal process.

Quality Observation outcomes and findings are part of our quality framework as the evidence and feedback from visits link to individual tutor performance and the impact this has on student learning and progress.

REQUIREMENTS

All tutors and learning support staff will have at least one formal observation each academic year with the following exceptions:

- New staff in their first year will be observed as part of the standard induction and performance review process.
- A member of staff receiving feedback following the full annual observation where standards were less than good will be observed again within two months.

- Following the second observation, if the standards remain less than expected, the member of staff will be observed a third time, and this will be within one month of the second observation. Under certain circumstances the third observation will be a joint lesson observation or conducted by a different observer.
- Drop-in or themed observations may also be carried out throughout the year linked to particular development themes or curriculum development. These may be unannounced.

PROCEDURE FOR SESSION OBSERVATION

- The full annual observation will be unannounced but will be carried out within a 2-week observation period set annually
- Observations will be carried out by experienced observers, usually the Director of Funding and Contracts
- Beacon may also commission external consultants to carry out observations
- A full annual observation will last no less than 30 minutes
- Walk through or themed observations may take place at any point throughout the year and will be unannounced. These can be as short as 10 minutes or last up to a whole session
- All observation records and feedback are confidential to the member of staff, the observer the line manager and members of the Beacon board of directors
- An action plan linked to observation findings will be drawn up and monitored by the tutor's line manager through the appraisal process (see below)
- Before the observation staff should provide planning, teaching course file and all relevant supporting learning materials appropriate to the session available for the observer to view during the observation
- The focus of the observation will be on learning and learner progress over time and not just on planning.
- During the visit the observer can arrive at any time during the session
- The observer will record notes on the Beacon appraisal pro forma
- The observer will talk to the colleagues, learners and look at their work and discuss targets and progress

PEER OBSERVATIONS

- All teaching and learning staff will be asked to take part in at least one peer observation in an academic year. This will allow staff to informally observe others.
- Staff participating in peer observations are expected to reflect on their learning from observing other staff and to identify how their own teaching and support skills will develop as a result.

FEEDBACK AND ACTION PLAN

Feedback will be provided within 3 working days after the observation, and where possible the observer will share feedback immediately after the session. Feedback should be given in private and will include the main strengths and areas for improvement.

Any developmental issues or areas of good practice will be discussed and recorded on an action plan ('Action Plan') setting out the steps (and corresponding timelines for improvement) that a member of staff (or contractor) must take to achieve the goals and objectives set by the observer.

The member of staff may be required to take part in one or more of the following:

- ongoing support and or mentoring from an appropriate manager
- external mentoring /coaching
- taking part in an internal/external CPD training activity
- working with a best practice peer, including peer observations
- engaging in team teaching activities
- attending meetings/briefings

Action Plans will be issued to the member of staff within 5 working days of the observation. A copy will also be given to the line manager as part of the standard appraisal process.

Action Plans will be monitored by the Director of Funding and Contracts as part of the standard performance review process.

INTERNAL MODERATION

In cases where observations are carried out by an external consultant, the directors of Beacon may make appropriate arrangements for the internal moderation of the Action Plan in order to ensure fair appraisal, consistency of approach and expectations between appraisers, and a strong link with Beacon's improvement.

Internal moderation will take place at agreed points as agreed by the observation team. Internal moderation will involve a review of all observation records.

Strengths and areas for improvement across all observations will be collated and this will inform any team learning and development as well as link to whole company quality improvement actions.

PHOTO CONSENT POLICY & FORMS

Guidelines for obtaining, storing and handling of identifiable Images by Beacon Education Partnership Limited (Beacon).

As described in the Data Protection Policy, the entitlement to privacy is essential and strict guidelines exist when handling and storing information in any form concerning individuals. To ensure this, the express permission of individuals must be obtained when filming or photographing individuals or groups when it is possible to identify that/those individual/s. They must also be informed of the reasons for taking the film or photograph, and how and where the image(s) will be used. Specific forms have been drawn up to ensure that permission has been given for the handling and storage of images.

The following are guidelines on how to use the form, but always bear in mind common sense. e.g. - if photographing a field and someone happens to be walking across this, but their face cannot be seen, it may not be necessary to complete a form.

Inform people of

- Context of the image
- Use of image e.g. Annual report, Web, newsletters etc

Taking photos

- Written permission is required from all persons in photograph but if it is a large group it may be preferable to ask if one is able to sign for all
- If people are identifiable (even if in a large street scene for example) permission is required from all persons
- Inform group/individual images will be used in context
- Ensure a consent form has been signed
- If a specific house/property is being identified permission from the owner must be sought

Children and Vulnerable adults

 Permission must be sought from parent and/or carer and consent form must be signed

Storage of images

It is advisable that a text file be placed in the relevant folder with the image (same name as photo) giving the relevant information:

- When taken
- · Context of photo
- · How long can be kept
- Who gave permission and where permission sheet is stored

Storage of Form

The original form is to be passed to Mathew Casey to be filed with Data protection information.

If permission was not gained at the time and the image is to be used please send out the forms.

ADULT PHOTOGRAPH CONSENT FORM

| Name _ | |
|---|--|
| Address _ | |
| _ | |
| _ | Tel |
| Location of | Photograph |
| | ication Partnership Limited would like to take your photograph for promotional purposes. These images tout to the media with a press release, used for our publications or on our website. |
| answer the | with the Data Protection Act 1998, we need your permission before we use any photographs. Please question below and sign and date the form where shown. We will not use the images taken, or any other you provide, for any other purpose. |
| Please hand | d the form to the photographer or return to: |
| Beacon Edu 85-87 Bayh Camden London NW1 OAG | ucation Partnership Ltd nam Street |
| l grant perr | nission for photographs to be used for: |
| Beacor | eleases n publications (e.g. newsletters) n website ne above |
| Please note may not ap | that the website can be seen throughout the world, and not just in the United Kingdom, where the UK law ply. |
| Please also | note that the conditions for use of these images are on the bottom of this form. |
| I have read | and understood the conditions of use overleaf. |
| Signed _ | Date |
| Name (bloc | k capitals) |

Conditions of Use

This form is valid for five years from the date of signing for this project only. Your consent will automatically expire after this time. We will not re-use any images after this date. Addresses will not be disclosed in detail, but we may state e.g. 'John Smith from Newark'. Personal e-mail, telephone or fax numbers will not be disclosed.

PREVENT STRATEGY

Beacon Education Partnership is committed to the Government's 'Prevent' strategy as part of an overall approach to countering terrorism with the aim of preventing people becoming terrorists or supporting violent extremism. Given the clear and present threat of terrorism in Britain today, Beacon recognises the importance of providing a clear framework to structure and inform our actions responses to safeguarding our staff and students who may be vulnerable to the messages of extremism.

At the core of Beacon's PREVENT strategy is the commitment to ensuring that our strategy does not alienate or target a particular community, religious or ethnic group.

The Prevent strategy has five strands designed to address the factors that research suggests can cause people to become involved in violent extremism. The five strands of the strategy are:

- Challenging the violent extremist ideology and supporting mainstream voices;
- Disrupting those who promote violent extremism and supporting institutions where they may be active;
- Supporting individuals who are being targeted and recruited to the cause of violent extremism;
- Increasing the resilience of communities to violent extremism;
- Addressing grievances, both genuine and perceived, that ideologues are exploiting. These can stem from national or international issues - for example relating to foreign policy, or perceptions of distorted media representation, or be based on local perceptions of inequality or experiences of racism or community conflict.

DEFINING THE ISSUES

What is extremism?

Extremism is the vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and the mutual respect and tolerance of different faiths and beliefs. We also regard calls for the death of members of our armed forces as extremist. (Source: Counter Extremism Strategy - October 2015)

What is Radicalisation?

Radicalisation is defined as the process by which people come to support terrorism and extremism and, in some cases, to then participate in terrorist groups. (Source: Counter Extremism Strategy - October 2015)

What is terrorism?

Terrorism is defined as action designed to influence the government, intimidate the public, and done for the purpose of advancing a political, religious or ideological cause, that endangers or causes serious violence or harm to people, property, or seriously disrupts or interferes with an electronic system. (Source: Terrorism Act - 2000)

RECOGNISING THE SIGNS

Beacon staff should have an awareness of the PRE-VENT agenda and the various forms that radicalisation takes to be able to recognise the signs and indicators or concern and respond appropriately. Some of the signs and indicators are:

Attitudes and/or opinions

- Argumentativeness or aggression, and an unwillingness to listen to/consider points of view which contradict their own;
- Refusal to engage with, or being abusive to, peers who are different to themselves. This could include differences in race, religion, gender or sexuality;
- Susceptibility to conspiracy theories and a feeling of persecution.

Changes in behaviour and/or peer group

- Distancing themselves from friends and peer groups, both online and offline;
- Recent and rapid conversion to a new religion, perhaps with an insistence on a strict set of rules governing everyday life;
- A significant change of appearance/clothing and/or behaviour;
- · Rejection of activities they used to enjoy.

Secrecy

- Excessive time spent online or on mobile phones, and secretiveness or reluctance to discuss what they are doing;
- Changes in online identity, including social media profile image or name. Some will even have two parallel online profiles, one their 'normal' or old self, the other an extremist identity, often in another name.

Support for extremist ideologies and groups

- Expressions of sympathy with the ideology of extremist groups or justification of their action;
- Expressions of sympathy or understanding for other young people who have joined or attempted to join these groups;
- Accessing extremist material online, including violent extremist websites, especially those with a social networking element (e.g. Facebook, Twitter);
- Possessing or accessing other forms of extremist literature;
- Being in contact with extremist recruiters;
- Joining or seeking to join extremist organisations.

Identity or Personal crisis

- · Distance from cultural/religious heritage;
- uncomfortable with their place in the society around them;
- · Family tensions;
- sense of isolation:
- · low self-esteem:
- Searching for answers to questions about identity, faith and belonging;
- having a sense of grievance that is triggered by personal experience of racism or discrimination or aspects of Government policy;
- Perceptions of injustice; feeling of failure; rejection of civic life.
- · Unmet aspirations;
- · Alienation from UK values;

Experiences, behaviours and influences

- International events in areas of conflict and civil unrest had a personal impact on the person resulting in a noticeable change in behaviour;
- Verbal or written support of terrorist attacks;
- First-hand experience of racial or religious hate crime;
- Extended periods of travel to international locations known to be associated with extremism;
- Evidence of fraudulent identity/use of documents to support this;
- · History of criminal activity;
- Pending a decision on their immigration/national status;
- Articulating support for extremist causes or leaders.

STAKEHOLDER MANAGEMENT AND SCANNING

Beacon's management team is advised by the global political and security risk advisory firm Pozières Consulting Inc. on effective strategies for identifying partners, staff, students and other stakeholders who may be involved in extremism or terrorism. Beacon's management team undertakes on-going stakeholder management and scanning techniques such as:

- Meeting with community groups involved directly and indirectly in Beacon's training and development programmes to provide a dialogue about issues, challenges and opportunities;
- Vigilance while participating in community activities and community linked charities;
- Third party checks of banking and company arrangements of partners considered 'at risk' by exhibiting one or more risk factors of extremism or radicalisation;
- Discrete stakeholder scanning of secondary relationships between partners and external groups that may be considered 'at risk' by exhibiting one or more risk factors of extremism or radicalisation.

REFERRAL AND INTERVENTION PROCESS

Any identified concerns as the result of observed behaviour or reports of conversations to suggest that a member of staff, student or partner supports terrorism and/or extremism, must be reported to the Beacon's Director of Funding and Contracts immediately and no later than the end of the working day.

Should any concerns raised require a police investigation, a member of Beacon's management will also raise an electronic referral with one of our Camden Channel Coordinators, either Kat.cooper@camden.gov.uk or chris.bowles@camden.gov.uk.

WHO CAN MAKE A REFERRAL?

Anyone can make a referral.

DATA PROTECTION

All data relating to PREVENT will be covered by Beacon's Data Protection Policy. This policy conforms to the Data Protection Act 1998. In some instances, the need to prevent harm or the risk of harm, in conjunct with Police request, data protection considerations may be overridden.

PRIVACY NOTICE TO STAFF

THE PURPOSE OF THIS DOCUMENT

You have legal rights about the way your personal data is handled by us, Beacon Education Partnership. We are committed to protecting the privacy and security of your personal information.

This privacy notice describes how we collect and use personal information about you during and after your working relationship with us. It applies to all employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time.

During your employment or engagement by us, we collect, store and process personal data about you. To comply with the law and to maintain confidence in our business, we acknowledge the importance of correct and lawful treatment of this data.

It is important that you read this notice, along with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you. This gives you information about how and why we are using such information. All people working in or with our business are obliged to comply with this policy when processing personal data.

OUR ROLE

We are a "data controller". This means that we are responsible for deciding how we hold and use personal information about you. Data protection legislation requires to give you the information contained in this privacy notice.

DATA PROTECTION PRINCIPLES

We will comply with data protection law. This says that the personal information we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have explained to you clearly and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited to those purposes only.
- Accurate and kept up to date.

- Kept only for such time as is necessary for the purposes we have told you about.
- · Kept securely.

THE KIND OF INFORMATION WE HOLD ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). There are "special categories" of more sensitive personal data that require a higher level of protection.

We may collect, store, and use the following categories of personal information about you:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- · Date of birth.
- Gender
- · Marital status and dependants.
- · Next of kin and emergency contact information.
- · National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- Start date.
- · Location of employment or workplace.
- · Copy of driving licence.
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- Compensation history.
- · Performance information.
- · Disciplinary and grievance information.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.
- · Photographs.

We may also collect, store and use the following "special categories" of more sensitive personal information:

- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- Trade union membership.
- Information about your health, including any medical condition, health and sickness records.
- · Information about criminal convictions and offences.

HOW IS YOUR PERSONAL INFORMATION COLLECTED?

Usually we collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.

We will collect additional personal information during work-related activities throughout the period of you working for us.

How we will use information about you

We will use your personal information only when the law allows us to. Most commonly, we will use your personal information in the following circumstances:

- Where we need to perform the contract that applies to our working relationship.
- Where we need to comply with a legal obligation.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.

We may also use your personal information in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest or for official purposes.

SITUATIONS IN WHICH WE WILL USE YOUR PERSONAL INFORMATION

We need all the categories of information in the list above (see The kind of information we hold about you) primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases, we may use your personal information for our legitimate interests or those of third parties, provided that your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below:

- Making a decision about your recruitment or appointment.
- · Determining the terms on which you work for us.
 - · Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee or we are under a legal obligation, deducting tax and National Insurance contributions.
- Liaising with your pension provider.
- Administering the contract that applies to our working relationship with you.
- Business management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Gathering evidence for possible grievance or disciplinary hearings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- · Ascertaining your fitness to work.
- Managing sickness absence.
- · Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.

Some of the above grounds for processing will overlap and there may be several grounds that justify our use of your personal information.

IF YOU FAIL TO PROVIDE PERSONAL INFORMATION

If you do not provide certain information when we ask for it, we may not be able to perform the contract that applies to our working relationship with you (such as paying you or providing a benefit), or we may not be able to comply with our legal obligations (such as to ensure the health and safety of our workers).

CHANGE OF PURPOSE

We will only use your personal information for the purposes that we have collected it for, unless we need to use it for another reason and that reason is reasonable and compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis that allows us to do so.

We may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or allowed by law.

HOW WE USE PARTICULARLY SENSITIVE PERSONAL INFORMATION

"Special categories" of particularly sensitive personal information require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We may process special categories of personal information in the situations below:

- In limited circumstances, with your clear written consent.
- Where we need to carry out our legal obligations and in line with our data protection policy or other policy that applies to such information.
- Where it is needed in the public interest, such as for equal opportunities monitoring, and in line with our data protection policy or other policy that applies to such information.
- Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.

Very occasionally, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

OUR OBLIGATIONS AS AN EMPLOYER

We will use your particularly sensitive personal information in the following ways:

- We will use information relating to leaves of absence, which may include sickness absence or family-related leave and related pay, to comply with employment and other laws.
- We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits.
- We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.
- List any other circumstances where you may process personal data that reveals Racial or ethnic origin; political opinions; religious and philosophical beliefs; trade union membership; genetic data; biometric data; health data; or data about an individual's sex life and sexual orientation.

DO WE NEED YOUR CONSENT?

We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will give you full details of the information that we would like and the reason we need it, so that you can consider carefully whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

INFORMATION ABOUT CRIMINAL CONVICTIONS

We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our Data Protection Policy or other policy that applies to such information.

Very occasionally, we may use information relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

We will only collect information about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect information about criminal convictions as part of the recruitment process or we may be notified of such information directly by you while you are working for us. We will use information about criminal convictions and offences only to carry out our obligations to regulators or other lawfully required basis'.

AUTOMATED DECISION-MAKING

Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We can use automated decision-making in the following circumstances:

- Where we have notified you of the decision and given you 21 days to request a reconsideration.
- Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
- In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

If we make an automated decision based on any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing

so and we have notified you.

We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

DATA SHARING

We may have to share your data with third parties, including third-party service providers and other entities in the group.

We require third parties to respect the security of your data and to treat it in accordance with the law.

We may transfer your personal information outside the EU. If we do, you can expect a similar degree of protection in respect of your personal information

Why your personal information might be shared with third parties?

We may share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

Which third-party service providers process your personal information?

"Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: payroll, pension administration, benefits provision and administration, IT services, learner management services, background checks and office monitoring including CCTV and card access.

How secure is your information with third-party service providers and other entities in our group?

All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

When your personal information might be shared with other entities in the group?

We will share your personal information with other entities in our group as part of our regular reporting activities on company performance, in the context of a business reorganisation or group restructuring exercise, and for system maintenance support.

What about other third parties?

We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. We may also need to share your personal information with a regulator such as the Student Loan Company, HMRC and the Education and Skills Funding Agency or to otherwise comply with the law.

DATA SECURITY

We have put in place measures to protect the security of your information. Details of these measures are available upon request.

Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure

We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality. Details of these measures may be obtained from the Director of Funding and Contracts.

We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

DATA RETENTION

How long will we use your information for?

We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. Details of retention periods for different aspects of your personal information are available in our Data Retention Policy

which is available from the Director of Funding and Contracts. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with our Data Retention policy.

Rights of access, correction, erasure, and restriction Your duty to inform us of changes

It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

Your rights in relation to personal information

Under certain circumstances, by law you have the right to:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request that your personal information is erased.
 This allows you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to stop processing personal information where we are relying on a legitimate interest and there is something about your situation that makes you want to object to processing on this ground.
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the Director of Funding and Contracts in writing.

No fee usually required

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Right to withdraw consent

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Director of Funding and Contracts. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

Data protection officer

We have appointed a data protection officer (DPO) to oversee compliance with this privacy notice. If you have any questions about this privacy notice or how we handle your personal information, please contact the DPO. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues.

Changes to this privacy notice

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

If you have any questions about this privacy notice, please contact the Director of Funding and Contracts.

| l, | | | | | | | |
|---|---|--|--|--|--|--|--|
| (Employee, workers and contractors), acknowledge that | | | | | | | |
| on | (date), I received a copy | | | | | | |
| of Beacon Educa | tion Partnership's Privacy Notice for | | | | | | |
| employees, work | employees, workers and contractors and that I have read | | | | | | |
| and understood i | and understood it. | | | | | | |
| | | | | | | | |
| Signature: | | | | | | | |
| | | | | | | | |
| Name: | | | | | | | |

PRIVACY POLICY AND COOKIE POLICY

1. INTRODUCTION

This is our privacy policy. It tells you how we collect and process data received from you on our site. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

If you have any comments on this privacy policy, please email them to info [at] beaconeducationpartnership.org.uk.

2. WHO WE ARE

Here are the details that the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, known as General Data Protection Regulation (GDPR) says we have to give you as a 'data controller':

- Our site address is www.beaconeducationpartnership. org.uk
- Our company name is Beacon Education Partnership Limited.
- Our registered address is 85-87 Bayham Street, Camden, London, UK, NW1 OAG.
- Our Data Protection Officer is Christian Wilkins and he can be contacted at info [at] beaconeducationpartnership.org.uk.

3. WHAT WE MAY COLLECT

We may collect and process the following data about you:

- Information you put into forms or surveys on our site at any time
- A record of any correspondence between us
- Details of transactions you carry out through our site
- Details of your visits to our site and the resources you use
- Information about your computer (e.g. your IP address, browser, operating system, etc.) for system administration and to report aggregate information to our advertisers

Under GDPR we will ensure that your personal data is processed lawfully, fairly, and transparently, without adversely affecting your rights. We will only process your personal data if at least one of the following basis applies:

- a) you have given consent to the processing of your personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which you are a party or in order to take steps at the request of you prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which we are subject;
- d) processing is necessary to protect the vital interests of you or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller; and/or
- f) processing is necessary for the purposes of the legitimate interests pursued by us or by a third party such as our credit card payment processing, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

4. COOKIES

All cookies used by and on our website are used in accordance with current English and EU Cookie Law.

The site uses cookies or similar technology to collect information about your access to the site. Cookies are pieces of information that include a unique reference code that a website transfers to your device to store and sometimes track information about you.

A few of the cookies we use last only for the duration of your web session and expire when you close your browser. Other cookies are used to remember you when you return to the site and will last for longer.

All cookies used on our site are set by us.

Most computer and some mobile web browsers automatically accept cookies but, if you prefer, you can change your browser to prevent that or to notify you each time a cookie is set. You can prevent the setting of cookies by adjusting the settings on your browser.

Please note however, that by blocking or deleting cookies you may not be able to take full advantage of the site.

Our cookies will be used for:

Essential session management

- creating a specific log-in session for a user of the site in order that the site remembers that a user is logged in and that their page requests are delivered in an effective, secure and consistent manner;
- recognising when a user of the site has visited before allowing us to identify the number of unique users we receive to the site and make sure we have enough capacity for the number of users that we get;
- recognising if a visitor to the site is registered with us in any way;
- we may also log information from your computer including the existence of cookies, your IP address and information about your browser program in order to allow us to diagnose problems, administer and track your usage of our site.

Functionality

 customising elements of the promotional layout and/or content of the pages of the site.

Performance and measurement

 collecting statistical information about how our users use the site so that we can improve the site and learn which parts are most popular to users.

5. HOW WE USE WHAT WE COLLECT

We use information about you to:

- Present site content effectively to you.
- Provide information, products and services that you request, or (with your consent) which we think may interest you.
- · Carry out our contracts with you.
- Allow you to use our interactive services if you want to.
- Tell you our charges.
- Tell you about other goods and services that might interest you. We will also let other people do this, and we (or they) may contact you.

If you are already our customer, we will only contact you electronically about things similar to what was previously sold to you.

If you are a new customer, you will only be contacted if you agree to it.

If you don't want to be contacted for marketing

purposes, please tick the relevant box that you will find on screen.

Please note: we don't identify individuals to our advertisers, but we do give them aggregate information to help them reach their target audience, and we may use information we have collected to display advertisements to that audience.

In addition, if you don't want us to use your personal data for any of the other reasons set out in this section in 5, you can let us know at any time by contacting us at info [at] beaconeducationpartnership. org.uk, and we will delete your data from our systems.

However, you acknowledge this will limit our ability to provide the best possible products and services to you.

In some cases, the collection of personal data may be a statutory or contractual requirement, and we will be limited in the products and services we can provide you if you don't provide your personal data in these cases.

6. WHERE WE STORE YOUR DATA

We may transfer your collected data to storage outside the European Economic Area (EEA). It may be processed outside the EEA to fulfil your order and deal with payment.

By giving us your personal data, you agree to this arrangement. We will do what we reasonably can to keep your data secure.

Payment will be encrypted. If we give you a password, you must keep it confidential. Please don't share it. Although we try to provide protection, we cannot guarantee complete security for your data, and you take the risk that any sending of that data turns out to be not secure despite our efforts.

We only keep your personal data for as long as we need to in order to use it as described above in section 5, and/or for as long as we have your permission to keep it. In any event, we will conduct an annual review to ascertain whether we need to keep your personal data. Your personal data will be deleted if we no longer need it.

7. DISCLOSING YOUR INFORMATION

We are allowed to disclose your information in the following cases:

- If we want to sell our business, or our company, we can disclose it to the potential buyer.
- We can disclose it to other businesses in our group.
- We can disclose it if we have a legal obligation to do so, or in order to protect other people's property, safety or rights.
- We can exchange information with others to protect against fraud or credit risks.

We may contract with third parties to supply services to you on our behalf. These may include payment processing, search engine facilities, advertising and marketing. In some cases, the third parties may require access to some or all of your data. These are the third parties that have access to your information:

Where any of your data is required for such a purpose, we will take all reasonable steps to ensure that your data will be handled safely, securely, and in accordance with your rights, our obligations, and the obligations of the third party under GDPR and the law.

8. YOUR RIGHTS

You can ask us not to use your data for marketing. You can do this by ticking the relevant boxes on our forms, or by contacting us at any time at info [at] beaconeducationpartnership.org.uk.

Under the GDPR, you have the right to:

- request access to, deletion of or correction of, your personal data held by us at no cost to you;
- request that your personal data be transferred to another person (data portability);
- be informed of what data processing is taking place;
- restrict processing;
- · to object to processing of your personal data; and
- · complain to a supervisory authority.

You also have rights with respect to automated decision-making and profiling as set out in section 11 below.

To enforce any of the foregoing rights or if you have any other questions about our site or this Privacy Policy, please contact us at info [at] beaconeducationpartnership.org.uk.

9. LINKS TO OTHER SITES

Please note that our terms and conditions and our policies will not apply to other websites that you get to via a link from our site. We have no control over how your data is collected, stored or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

10. CHANGES

If we change our Privacy Policy, we will post the changes on this page. If we decide to, we may also email you.

11. AUTOMATED DECISION-MAKING AND PROFILING

11.1 In the event that we use personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on you, you have the right to challenge to such decisions under GDPR, requesting human intervention, expressing their own point of view, and obtaining an explanation of the decision from us.

11.2 The right described in section 11.1 does not apply in the following circumstances:

- a) the decision is necessary for the entry into, or performance of, a contract between the you and us;
- b) the decision is authorised by law; or
- c) you have given you explicit consent.
- 11.3 Where we use your personal data for profiling purposes, the following shall apply:
- a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;
- b) Appropriate mathematical or statistical procedures will be used:
- Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
- d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling.

12. DISPUTE RESOLUTION

12.1 The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to this Privacy Policy or any breach of it.

12.2 If any such dispute cannot be settled amicably through ordinary negotiations between the parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

12.3 If the parties are unable to agree upon a mediator, or if the mediator agreed upon is unable or unwilling to act and an alternative mediator cannot be agreed, any party may within 14 days of the date of knowledge of either event apply to Beacon Education Partnership Ltd to appoint a mediator under the Beacon Education Partnership Ltd Mediation Procedure.

12.4 Within 14 days of the appointment of the mediator (either by mutual agreement of the parties or by Beacon Education Partnership Ltd in accordance with their mediation procedure), the parties will meet with the mediator to agree the procedure to be adopted for the mediation, unless otherwise agreed between the parties and the mediator.

12.5 All negotiations connected with the relevant dispute(s) will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

12.6 If the parties agree on a resolution of the dispute at mediation, the agreement shall be reduced to writing and, once signed by the duly authorised representatives of both parties, shall be final and binding on them.

12.7 If the parties fail to resolve the dispute(s) within 60 days (or such longer term as may be agreed between the parties) of the mediator being appointed, or if either party withdraws from the mediation procedure, then either party may exercise any right to seek a remedy through arbitration by an arbitrator to be appointed by Beacon Education Partnership Ltd under the Rules of the Beacon Education Partnership Ltd Arbitration Scheme.

12.8 Any dispute shall not affect the parties' ongoing obligations under this Privacy Policy.

RADICALISATION AND EXTREMISM PREVENTION POLICY

OVERVIEW

Beacon Education Partnership Limited (Beacon) takes seriously its duties and responsibilities contained in the Counter Terrorism and Security Act (2015) to prevent learners and those working with learners (tutors, trainers and support staff) from being radicalised or drawn into extremism. All our current staff have undertaken the Government-led prevent training and all new staff will be required to undertake it within 3 months of their appointment. Beacon will follow the advice contained within the new statutory guidance on the legal duty set out within 'Prevent Duty Guidance' in conjunction with other duties and policies that are already in place for the safeguarding of both students and staff.

OBJECTIVES

- To prevent students and those working for or with Beacon Education Partnership from being radicalised and drawn into extremism;
- 2. To take prompted and appropriate action to protect all parties from harm;
- To be vigilant and alert to harmful traits or behavior:
- To ensure that modern media is used safely and to ensure partners and students are aware of the dangers that they are their community may face;
- 5. To ensure staff, learners and other parties report any concerns immediately;
- To ensure there are clear pathways for the contacting of external agencies, ensuring appropriate specialist help and support can be sourced and activated promptly.

STRATEGIES

- To continue to promote community cohesion and fundamental British values;
- To continue to work in partnership with communities, learners, employers and other parties to prevent people from being radicalised and drawn into extremism;
- To ensure that all staff are alert to recognising the signs that an individual could be in danger of being radicalised and drawn into extremism;
- 4. To deliver teaching and learning in a broad and balanced way that promotes moral, cultural and social acceptance and understanding;
- To ensure that through making learners aware of the importance of keeping safe they are alert; to those who may wish to do them harm by radicalising them or drawing them into extremism;
- 6. To raise awareness around the safe use of modern media thus making learners more alert to the dangers and those that may wish to harm them;
- 7. To continue to provide awareness training for all staff with annual refreshers so that they can use this policy effectively and appropriately;
- 8. To add highlight any significant changes in policy or documentation our newsletter.

OVERVIEW

All staff and learners will work in partnership with employers, parents and the wider community to prevent people from becoming radicalised or drawn into extremism. The directors and the organisations that Beacon works in partnership with will assess the impact of this policy and monitor its application. This policy should be viewed in conjunction with other policies including safeguarding, acceptable Internet use, Equality and Diversity, and Race and Equality.

RISK ASSESSMENT POLICY

OVERVIEW

Beacon Education Partnership Limited (Beacon) will take all reasonable action to promote the safety and well-being of learners and staff. Our aim is always to keep all safe and to protect them from danger. Most activities could theoretically entail the possibility of harm, but it would not in the interests of the balanced development of learners or staff to be over-protective and restrict their lives because of this. Staff must always be vigilant, and risk assessments will be carried out to identify activities and situations where there is a probability of danger in order that prompt and appropriate action can be taken to keep all safe.

OBJECTIVES

- To establish efficient and effective procedures for assessing risk and for keeping learners and staff safe from danger and free from harm.
- 2. To identify and assess any probable sources danger and to take reasonable action to overcome them promptly and effectively.
- 3. To ensure that staff are trained and carry out risk assessments thoroughly and rigorously.
- 4. To ensure that all staff are appropriately trained always present.
- 5. To ensure that off-site, only appropriately qualified teachers, assessors and trainers lead activities.
- 6. To ensure that risk assessments are carried out in line with this policy.

STRATEGIES

- 1. At all times all staff are expected to be vigilant and pro-active in carrying out assessments of risk for every activity they plan and undertake.
- 2. Risk assessments will be carried out by staff well in advance of every visit.
- 3. Regular risk assessments will be carried out to check the environment and equipment.
- 4. Only those with appropriate qualifications will lead specialist activities.
- Appropriate levels of supervision of learners and appropriate ratios must be maintained by staff at all times. Where activities carry higher levels of risk the learner to staff ratio must be adjusted accordingly.
- 6. In a sensible and balanced manner, learners should be made aware of the risks they might encounter and they should be taught how to identify risk so that they know how to keep themselves safe.

OVERVIEW

All staff will do everything that they reasonably can, first to assess risk, and then to keep learners and staff free from danger at all times when learners are in our care. Our intention is to encourage the healthy growth and development of learners by increasing their self-confidence and helping them build an awareness of the risks they face as they engage with the world around them.

SAFEGUARDING AND PREVENT DUTY RISK ASSESSMENT/ACTION PLAN

| No. | Vulnerability/Risk Area | Risk Y/N | Action taken/already in place to mitigate/address risk | Owner | When | RAG |
|-----|---|-------------|---|-----------------------------|---------------------------------|-------|
| 1 | Leadership Do the following people, if applicable, have a good understanding of their own and Beacon's responsibilities in relation to "Prevent & safeguarding duties"? • Directorship • SMT • Staff • Safeguarding lead | Υ | All staff have under taken Safeguarding and Prevent training at a level appropriate for their position. Training undertaken is mixed, local authority, Channel, Home Office direct, certified external training companies and seminars. The variation in training allows for a broader understanding across Beacon | C.W Safeguarding lead | Training is undertaken annually | Green |
| 2 | Partnership 1) Is there active engagement from the institution's Directorship, SMT, managers and leaders? 2) Does the institution have an identified single point of contact (SPOC) in relation to Prevent? 3) Does the institution engage with the BIS Regional Coordinator, Local Authorities, Police, Steering Groups at Strategic and Operational level? | Y Y Y | Safeguarding and Prevent are always agenda items. Safeguarding and Prevent are also discussed in detail at meeting with community partner. Christian Wilkins is Beacon's SPOC. Dorma Lorraine is our local council safeguarding contact. Cynthia Ziman is our police Prevent contact. Beacon also attends ALEPs meetings and subscribes to Andrew Hall's weekly safeguarding briefs. The Andrew Hall briefs are then disseminated to all staff. | C.W Safeguarding lead | On-going | Green |
| 3 | Do all staff have sufficient knowledge and confidence to: 1) exemplify British Values in their management, teaching and through general behaviours in the institution 2) understand the factors that make people vulnerable to being drawn into terrorism and to challenge extremist ideas which are used by terrorist groups and can purport to legitimise terrorism 3) have sufficient training to be able to recognise this vulnerability and be aware of what action to take in response | YYYY | All staff have undertaken extensive training. Staff also work closely with community leaders thus allowing then to be made aware of any external influencing factors that could lead to issues and concerns. This type of community support allows for early intervention. | C.W Safeguarding lead | On-going | Green |
| 4 | Welfare and pastoral support 1) Are there adequate arrangements and resources in place provide pastoral care and support as required by the institution? 2) Are their adequate monitoring arrangements to ensure that this support is effective and supports the institutions Safeguarding, Prevent and equality policies? | Y | Beacon has strong Community, Police and Local Authority support. Our staff are also well aligned to local needs and local support systems. | C.W Safeguarding lead | On-going | Green |

| | Safety Online | | | | | |
|---|--|------------------|--|---|----------|-------------------|
| 5 | Does the institution have a policy relating to the use of IT and does it contain a specific reference and inclusion of the Prevent Duty? Does the institution employ filtering/firewall systems to prevent staff/student, apprentice or trainees/visitors from accessing extremist websites and material? Does this also include the use of using their own devices via Wi-Fi? Does the system alert to serious and/or repeated breaches or attempted breaches of the policy? | Y Y N Y | All internal PC use Beacon secure servers, monitored and maintained externally. We don't have the ability to block learners from using external connection including 3G, 4G and hot spots on their personal IT equipment. | C.W Safeguarding lead M.C IT and WEB co- ordinator | On-going | Green Amber Green |
| 6 | Site Security Are there effective arrangements in place to manage access to the site by visitors and non-student? Is there a policy regarding the wearing of ID on site? Is it enforced? Is there a policy covering the distribution (including electronic) of leaflets or other publicising material? | Y Y Y | Any parties entering any site would be required to sign in. All staff and students are required to carry ID cards at all time. Student ID cards use carry photos and QR codes. Students are only permitted to share information relating to their programme of study. | C.W Safeguarding lead Tutors | On-going | Green |
| 7 | Is protection against the risk of radicalisation and extremism included within Safeguarding and other relevant policies? Do all staff receive Safeguarding, Prevent and equality training to enable them to effective understanding and handling of referrals Does the institution utilise Channel as a support mechanism in cases of radicalisation and extremism? Does the institution have a policy regarding referral to Channel identifying a recognised pathway and threshold for referral? | YYYY | Beacon has interlinking policies and procedures relating to Safeguarding, Prevent, British Values, Equality and Diversity. All staff receive regular certified training. Beacon has clear and publicised Channel policy and process. | All staff | On-going | Green |
| 8 | Communications Is the institution Prevent Lead and their role widely known across the institution? Are staff and student made aware of Prevent and Safeguarding obligations, current risks and appropriate activities in this area? | Y | Safeguarding, Prevent, FMG are all topics that are discussed with learners regularly. There is also guidance and material on our learner platform, that both informs and directs learners to organisations outside of Beacon. | All staff | On-going | Green |
| 9 | Freedom of Expression Does the institution have a Freedom of Speech/Expression policy? Does this policy recognise and incorporate the risks associated with radicalisation and extremism? Is the need to protect vulnerable individuals covered within this policy? | Y Y Y | Beacon works with a lot under- represented and marginalised communities thus freedom of expression is a key part of engagement and bridge building. This being the case all staff sensitive to the necessary for monitoring and controlling this sensitive area. It is also an area that is discussed and reviewed at tutor standardisation meetings and SMT meetings | All staff | On-going | Green |

SAFEGUARDING POLICY

Beacon Education Partnership fully recognises the contribution it can make to protect all children and support pupils.

There are three main elements to our safeguarding policy

Prevention of harm: a positive learning atmosphere, teaching and pastoral support to learners

Protection: By following agreed procedures, ensuring staff are trained and supported to respond appropriately and sensitively to safeguarding concerns.

Support: To learners and staff

BEACON'S COMMITMENT

- Establish and maintain an ethos where learners feel secure and are encouraged to talk and are listened to.
- To include activities and opportunities for learners to acquire skills and attitudes to both resist abuse in their own home and to prepare themselves for responsibilities including management, professional development and adult life.
- All staff, whether permanent or temporary who work with learners, will be given a written statement about policy and procedures.

"It is important to make children and young people aware of behaviour towards them that is not acceptable and how they can help keep themselves safe." Safeguarding Children and Safer Recruitment in Education 2007

Beacon endeavour to establish and maintain an ethos where learners feel secure and are encouraged to talk and are listened to through pastoral support and the use of Learning Mentor and line managers.

FRAMEWORK

All learners deserve the opportunity to achieve their full potential; these are highlighted in the outcomes from Every Child Matters:

- stay safe
- be healthy
- · enjoy and achieve
- make a positive contribution
- · achieve economic wellbeing

"Safeguarding and promoting the welfare of children - and in particular protecting them from significant harm - depends on effective working between agencies and professionals that have different roles and expertise. Individual children, especially some of the most vulnerable children and those at greater risk of social exclusion, will need coordinated help from health, education, children's social care and quite possibly the voluntary sector and other agencies, including youth police services."

Working Together to Safeguard Children 2019

This policy also applies to the protection of safeguarding adult learners.

TRAINING AND SUPPORT

- All staff in contact with learners receives basic training on Child Protection through INSET/CPD.
- Staff are kept informed on current safeguarding issues through staff meetings and newsletter (where appropriate)
- If there are concerns or queries about safeguarding issues staff must approach the designated staff with responsibility for safeguarding immediately.

CONFIDENTIALITY

- We recognise that all matters relating to safeguarding are confidential.
- The head of quality will disclosure any information about a learner to other members of staff on a need to know basis only.
- All staff must be aware that they have a professional responsibility to share information with other agencies in order to safeguard learners.
- All staff must be aware that they cannot make a promise to a learner to keep secrets

Where concerns arise as a result of information given by a learner it is important to reassure the learner but not to promise confidentiality.

Professionals can only work together to safeguard learners if there is an exchange of relevant information between them. This has been recognised in principle by the courts. Any disclosure of personal information to others (including the social care departments) must always however have regard to both common and statute law.

The law permits the disclosure of confidential information necessary to safeguard a learner. Disclosure should be justifiable in each case, according to the particular facts of the case, and legal advice should be sought if in doubt.

ALLEGATIONS AGAINST STAFF

Beacon operates vetting and safe recruitment practices. Procedures are in place to support all staff who have concerns about the conduct of any staff working for Beacon, either in a professional role or in a voluntary capacity. **See Whistle Blowing Policy**.

In the event of an allegation about the behaviour of a teacher or other professional staff Beacon will contact the appropriate authority.

In order to support vulnerable learners, Beacon:

- Encourages self esteem and motivation through, pastrol support and Learning Mentor.
- · provides a positive and secure environment
- Applies a consistent approach to behaviour management, which recognises and separates the cause of behaviour from that which the learner displays. This is vital to ensure that all learners are supported within the training setting
- Fosters a commitment to develop productive, supportive relationships with employers and managers.
- Is committed to the development of a responsive and knowledgeable staff group trained to respond appropriately in safeguarding situations.

BULLYING

"The damage inflicted by bullying can frequently be underestimated. It can cause considerable distress to learners, to the extent it affects their health and development or, at the extreme, causes them significant harm (including self harm). All settings in which learners are provided with services or are living away from home should have in place rigorously enforced anti bullying strategies."

PREVENTATIVE WORK:

As part of developing a healthy, safer lifestyle, learners should be taught:

- to recognise and manage risks in different situations and then decide how to behave appropriately
- to judge what kind of physical contact is acceptable and unacceptable
- to recognise when pressure from others that threatens their personal safety and develop effective ways of resisting pressure, including knowing where and when to get help
- to use assertiveness techniques to resist unhelpful pressure
- Learners should feel valued, respected and able to discuss any concerns they have.

"It is important to make young people aware of behaviour towards them that is not acceptable and how they can keep themselves safe."

This policy is to be used in conjunction with other policies and processes linked to safeguarding, including but not limited to Safe Recruitment, Equal Opportunity, Prevent, Acceptable Use of IT.

SAFEGUARDING YOUNG PEOPLE (16-18) & VULNERABLE ADULTS

Beacon Education Partnership Limited (Beacon) is committed to ensuring the health and safety of young people and vulnerable adults who are participating in activities which are the responsibility of the company. The policy has been developed to ensure that Beacon complies with their statutory duties under the relevant legislation.

Young people are defined as those people under the age of 18 years

Vulnerable adults are defined as someone 'who is or may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of himself or herself, or unable to protect him or herself against significant harm or exploitation'.

There are three main elements to our safeguarding policy

Prevention of harm: a positive learning atmosphere, teaching and pastoral support to learners

Protection: By following agreed procedures, ensuring staff are trained and supported to respond appropriately and sensitively to safeguarding concerns.

Support: To learners and staff

BEACON EDUCATION PARTNERSHIP WILL:

- Check and review learner placements to ensure they are safe for young people and vulnerable adults
- Identify young people and vulnerable adults who may be at risk
- Act upon any identified risks to young people and vulnerable adults
- Establish procedures for reporting and dealing with alleged abuse by staff or other people involved in the learning process
- Refer concerns regarding young people and vulnerable adults to the appropriate agencies
- · Ensure safe recruitment and monitoring of staff

• Provide training to staff on safeguarding issues

Beacon endeavours to establish and maintain an ethos where learners feel secure and are encouraged to talk and are listened to through pastoral support and the use of learning mentors and line managers.

As part of developing a healthy, safer lifestyle, learners should be taught:

- to recognise and manage risks in different situations and then decide how to behave appropriately
- to judge what kind of physical contact is acceptable and unacceptable
- to recognise when pressure from others that threatens their personal safety and develop effective ways of resisting pressure, including knowing where and when to get help
- to use assertiveness techniques to resist unhelpful pressure
- Learners should feel valued, respected and able to discuss any concerns they have

In order to support vulnerable learners, Beacon Education Partnership:

- Encourages self-esteem and motivation through, pastoral support and learning mentors
- Provides a positive and secure environment
- Applies a consistent approach to behaviour management, which recognises and separates the cause of behaviour from that which the learner displays. This is vital to ensure that all learners are supported within the training setting
- Fosters a commitment to develop productive, supportive relationships with employers and managers.
- Is committed to the development of a responsive and knowledgeable staff group trained to respond appropriately in safeguarding situations.

BEACON RECOGNISES THAT:

Abuse is a violation of an individual's human and civil rights by any other person or persons. It may consist of a single act or repeated acts and abuse can happen in any relationship and may result in significant harm to, or exploitation of, the person subjected to it.

All staff will have a responsibility to report concerns under this policy but Christian Wilkins, a director, has overall responsibility for safeguarding issues (the Lead Director).

The role of the Lead Director is to:

- Ensure that all staff receive safeguarding training and are aware of the policies and procedures of Beacon Education Partnership
- Oversee the referral of safeguarding cases
- · Provide advice and guidance to staff
- · Maintain records of concerns and referrals
- · Liaise with appropriate agencies

CONFIDENTIALITY

- We recognise that all matters relating to safeguarding are confidential.
- The Lead Director will disclosure any information about a learner to other members of staff on a need to know basis only.
- All staff must be aware that they have a professional responsibility to share information with other agencies in order to safeguard learners.
- All staff must be aware that they cannot make a promise to a learner to keep secrets

WHAT TO DO IF YOU'RE WORRIED A LEARNER IS BEING ABUSED

- Report your concerns immediately to the Lead Director
- Record in writing all concerns, discussion about the learner, decisions made and the reason for those decisions.
- Professionals can only work together to safeguard learners if there is an exchange of relevant information between them. This has been recognised in principle by the courts. Any disclosure of personal information to others (including the social care departments) must always however have regard to both common and statute law.

The law permits the disclosure of confidential information necessary to safeguard a learner. Disclosure should be justifiable in each case, according to the particular facts of the case, and legal advice should be sought if in doubt.

ALLEGATIONS AGAINST STAFF

If an allegation of abuse is made against a member of staff this should be reported immediately to the Lead Director. Appropriate action will be taken to protect the young person or vulnerable adult and the accused staff member.

SAFER RECRUITMENT POLICY

OVERVIEW

At Beacon Education Partnership Limited (Beacon), we see the safe recruitment of staff as the first step in safeguarding and promoting the welfare of learners and staff. As an employer and training provider Beacon expects all staff and volunteers to share its commitments to putting learner safety first and promoting British values in the process.

In line with legislation Beacon takes very seriously its duty of care to all learners and staff. In order to help safeguard and promote the welfare of all learners, staff and volunteers Beacon is committed to a thorough, consistent and up to date Safer Recruitment Policy.

AIMS AND DBJECTIVES

The aim of this policy is to help identify, deter and reject individuals who might present a safeguarding risk to learners or other staff.

The policy objectives are to operate procedures consistently and thoroughly while obtaining, collating, analysing and evaluating information from and about applicants applying for job vacancies at Beacon.

ROLES AND RESPONSIBILTIES

It is the responsibility of the Directorship to:

- Ensure that Beacon has effective policies and procedures in place for recruitment of all staff and volunteers in accordance with up to guidance and legislation.
- · Monitor compliance.

It is the responsibility of all staff involved in recruitment to:

- Ensure that Beacon operates a safe recruitment process and makes sure all appropriate checks are carried out on all staff and volunteers who work at the organisation.
- monitor agencies staff or other third parties' compliance with this policy; and
- ensure the safeguarding of learners is the primary focus at every stage.

RECRUITMENT AND VETTING CHECKS

References

Two professional/character references must be provided. These will always be sought and obtained directly from the referee, and their purpose is to provide objective and factual

information to support appointment decisions. Any discrepancies or anomalies will be followed up with direct contact, either by telephone or face-to-face.

Previous Employment History

Complete information about previous employment must be provided along with satisfactory explanations for any gaps in employment.

Identity Checks

These will be carried out on all appointments before an appointment is made. Acceptable proofs of identity may include birth certificate, driving license or passport, combined with evidence of proof of address.

Disclosure & Barring Service (DBS) Certificate

All staff at Beacon require an enhanced DBS Certificate and therefore a DBS Certificate must be obtained before the commencement of employment. It is Beacon's policy to re-check employee's DBS Certificates every three years and in addition any employee that takes leave for more than three months (i.e. maternity leave, career break etc.) must be re-checked before they return to work. Members of staff are obligated to inform the directors of any proceedings, cautions or convictions that arise between these checks.

Medical Fitness

Anyone appointed to a post involving regular contact with learners must possess the appropriate level of physical and mental fitness before any appointment offer is confirmed. All applicants are requested to complete a medical questionnaire and where appropriate a doctor's medical report may be required.

Qualification Requirements

Candidates must be able to demonstrate they have obtained the academic or vocational qualifications they claim to have acquired in their application. Copies of key documents will be retained in HR files.

Interviews

All candidates will be interviewed in person (face to face) with a minimum of two Beacon staff present including at least one of the directors.

Overseas checks

All new appointments, where persons have lived outside the UK, are subject to additional checks as deemed necessary.

The policy is to be implemented in conjunction with other Beacon policies as part of a broader approach to best practice in safe recruitment.

STAFF CONSENT FORM

EXPLICIT CONSENT REQUEST FORM

Part A: We, Beacon Education Partnership, are requesting your explicit consent for the processing of your personal information for the reasons and in the way specified below:

We are requesting your consent to process the following information relating to you personally:

- Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses.
- Date of birth.
- Gender.
- · Marital status and dependants.
- · Next of kin and emergency contact information.
- · National Insurance number.
- Bank account details, payroll records and tax status information.
- Salary, annual leave, pension and benefits information.
- · Start date.
- · Location of employment or workplace.
- · Copy of driving licence.
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process).
- Employment records (including job titles, work history, working hours, training records and professional memberships).
- · Compensation history.
- · Performance information.
- · Disciplinary and grievance information.
- CCTV footage and other information obtained through electronic means such as swipe card records.
- Information about your use of our information and communications systems.
- Photographs.
- Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions.
- · Trade union membership.
- Information about your health, including any medical condition, health and sickness records.
- Information about criminal convictions and offences.

For the following reason and / or purpose:

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.

- Paying you and, if you are an employee or we are under a legal obligation, deducting tax and National Insurance contributions.
- · Liaising with your pension provider.
- Administering the contract that applies to our working relationship with you.
- Business management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- · Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Gathering evidence for possible grievance or disciplinary hearings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- · Ascertaining your fitness to work.
- Managing sickness absence.
- · Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- · Equal opportunities monitoring.

Details of any third parties with whom we shall share your information, and reasons for doing so are listed below:

- HMRC Taxation;
- Accountant Salary processing;
- · Student Loan Company Regulatory requirements;
- Education and Skills Funding Agency Regulatory requirements;
- Broker Agent Due Diligence requirements.

PART B: YOUR EXPLICIT CONSENT

If you consent to our processing of your information in the way and for the purpose specified in this form, then you should complete this Part B using the box below:

We are requesting your consent to process the following information relating to you personally:

I do explicitly consent to my personal information being processed in accordance the details provided in Part A of this form:

| Name: | |
|---------|--|
| Signed: | |
| Dated: | |

NB1: You are not obliged to consent to this request. If you do not consent, you should notify the person who sent you this form.

NB2: If you do consent, you should return this form, with Part B completed, to the person who sent you this form.

WITHDRAWING YOUR EXPLICIT CONSENT

If you provide consent above, you may withdraw it at any time by completing this Part C and returning it, or otherwise notifying us in writing, to the Director of Funding and Contracts.

I hereby withdraw my consent to the processing of my personal information described below:

Please provide details of the consent that you are withdrawing; or indicate "I withdraw my consent given in part B of this form" (if using a copy of the same form).

| Name: | | |
|---------|------|------|
| | | |
| Signed: | | |
| | | |
| Dated: | | |

STAFF GRIEVANCE PROCEDURE

1. INTRODUCTION

This procedure applies to a grievance held by an employee against Beacon as an employer, including a grievance against another employee acting on behalf of Beacon. It does not apply to collective disputes nor to disputes between members of staff in their private capacities.

2. PURPOSE OF THE PROCE-DURE/INTRODUCTION

Beacon's aim is to ensure that employees with a grievance relating to their employment can use a procedure which can help to resolve grievances as quickly and as fairly as possible.

3. INFORMAL DISCUSSIONS

- 3.1. If an employee has a grievance about their employment they should discuss it informally with their line manager. We hope that the majority of concerns will be resolved this way.
- 3.2. When an employee has a grievance relating to another employee, she or he should try, where possible, to resolve the matter by a direct approach to the other employee involved. In doing so she or he should clearly state that they are initiating the informal stage of the grievance procedure.
- 3.3. Reasonable attempts should be made by the parties to resolve the matter by means of an informal discussion before proceeding to the formal stages of the grievance procedure.

FORMAL PROCESS

4. STAGE 1 - STATEMENT OF GRIEVANCE

- 4.1. If the employee feels that the matter has not been resolved through informal discussions, they should put their grievance in writing to the line manager of the aggrieved employee or the line manager of the person against whom the grievance is made, as appropriate.
- 4.2. The request for a meeting shall be made in writing within ten working days of the formal meeting or intervention and shall specify:4.2.1. a comprehensive account of the facts of the case and the grounds for the grievance;
 - 4.2.2. such other background information as may appear relevant and useful;

- 4.2.3. what action has been taken at the informal stage to resolve the matter. If no such action has been taken, the manager may refer the grievance back to the informal stage as appropriate.
- 4.3. Within five (5) working days the relevant manager shall respond, in writing, inviting the employee to attend a meeting where the alleged grievance can be discussed. This meeting should be scheduled to take place as soon as possible and normally five (5) working days' notice of this meeting will be provided to the employee and they will be informed of their right to be accompanied.
- 4.4. Employees must take all reasonable steps to attend the meeting, but if for any unforeseen reason the employee, or the employer, can't attend, the meeting must be rearranged.
- 4.5. Should an employee's companion be unable to attend then the employee must make contact within two (2) working days of the date of the letter to arrange an alternative date that falls within five (5) working days of the original date provided. These time limits may be extended by mutual agreement.
- 4.6. The person against whom the grievance has been brought may be requested to attend the meeting or may be interviewed at a separate meeting with the manager. If required, a broad investigation may be carried out to include interviews with other staff or witnesses. If such interviews or an investigation are to be carried out, this should normally take place within ten (10) working days of the initial meeting. Where this is not reasonably practicable, the manager should agree a timetable and inform all parties of the scope and timescales for such process;
 - 4.6.1. ensure that at least one director is present at the meeting;
 - 4.6.2. keep written record of the meeting and copy it to the aggrieved employee within ten (10) working days.
- 4.7. after the meetings, the relevant manager shall:
 4.7.1. write to the employees involved to record the outcome, within ten (10) working days of the meeting (or final interview or conclusion of investigation where appropriate, whichever is the latest), offering them the right of appeal;
 - 4.7.2. copy the letter to the directors.

5. STAGE 2 - APPEAL

- 5.1. If the matter is not resolved to the employee's satisfaction, she or he may appeal to the directors. The appeal shall be made within ten (10) working days of receiving the outcome letter from the relevant manager who heard the grievance at Stage 1. She or he shall submit a full written statement of the grounds for appeal against the decision, which shall be:
 5.1.1. the grounds and reasons for the appeal against the decision;
 - 5.1.2. accompanied by relevant supporting documents.
- 5.2. Only in exceptional circumstances shall the directors allow additional statements to be submitted at this stage.
- 5.3. The directors shall:
 - 5.3.1. copy the written statement and any supporting documents to the manager whose decision is being appealed as soon as is reasonably practicable; 5.3.2. allow the manager ten (10) working days within which to submit written observations, which shall be submitted to the aggrieved employee;
 - 5.3.3. hold a meeting to hear the appeal not less than ten (10) and not more than twenty (20) working days after receiving the written observations of the manager whose decision is being appealed unless this is not reasonably practicable in which case the meeting should be held as soon as is reasonably practicable; 5.3.4. keep a written record of the appeal meeting and copy it to the aggrieved employee within ten (10) working days.
 - 5.3.5. Any director may delegate this stage of the procedure to an independent nominee if they are not able to attend the meeting. The principles governing the hearing shall be:
 - 5.3.5.1. both the aggrieved employee and the manager whose decision is being appealed will attend the meeting; the manager to respond to the grounds of appeal;
 - 5.3.5.2. if appropriate, either party may request that the employee against whom the original grievance was brought attends the meeting. Such a request should be made when the grounds of appeal are submitted by the aggrieved employee or the written observations are made by the manager whose decision is being appealed. In either case the reasons for the request should be stated;
 - 5.3.5.3. if any facts are in dispute, either or both parties may nominate witnesses; the names of witnesses must be conveyed to the directors or their delegated nominee(s) at least two working days before the hearing;
 - 5.3.5.4. both the aggrieved employee and, if attending, the employee against whom the

- grievance was originally made, may be accompanied by a representative at the appeal, 5.3.5.5. refusal of any party to attend the hearing shall not invalidate the proceedings.
- 5.4. The decision of the directors, or their delegated nominees, shall be final and shall be notified in writing to the employee and other parties involved as appropriate within ten (10) working days of the hearing.

GRIEVANCE AGAINST A DIRECTOR

6. Where the grievance is against a director and the matter has not been resolved under Stage 1 of the procedure, the aggrieved employee may submit a written statement of grievance to the remaining directors. The directors will convene a meeting with the aggrieved employee in accordance with Stage 2 of this procedure subject to the director against whom the grievance is made not being allowed to take part in the decision-making process.

OVERLAP BETWEEN GRIEVANCE AND DISCIPLINARY PROCEDURES

7. If, in response to action being taken against them on the grounds of conduct, an employee raises a grievance on a related matter, the disciplinary procedure may be suspended in order to deal with the grievance; or it may be appropriate to deal with the issues concurrently.

STAFF INDUCTION CHECKLIST

| Induction Activity | Manager Signature | Assessor Signature | Date |
|---|-------------------|--------------------|------|
| IV contact | | | |
| Assessor signature on list | | | |
| Certificates, CPD, CV, DBS | | | |
| Policy file seen | | | |
| Documentation explained | | | |
| Internal quality as- surance explained | | | |
| Organisational chart and reporting lines | | | |
| Equal Opportunities | | | |
| Appeals Procedure | | | |
| Candidate Handbook | | | |
| Unit Accreditation | | | |
| Standards issued | | | |
| CPD Requirements explained | | | |
| SLA Signed | | | |

TERMS AND CONDITIONS OF WEBSITE USE

1. INTRODUCTION

Welcome to Beacon Education Partnership.
This page tells you the terms on which you may use our website www.beaconeducationpartnership.org.uk, whether as registered user or guest. Please read carefully before use.

By using the site, you accept the terms and agree to obey them. If you don't accept them, please don't use the site.

2. WHO WE ARE

www.beaconeducationpartnership.org.uk is operated by Beacon Education Partnership Limited, a UK Limited company registered in England and Wales under company number 07590970. Our registered address is 85-87 Bayham Street, Camden, London, NWI OAG.

3. USE OF THE SITE

You have permission for temporary use of the site, but we can withdraw or change our service at any time without telling you and without being legally responsible to you.

You must treat all identification codes, passwords and other security information as confidential. If we think you have failed to keep confidentiality, we are allowed to disable any security information (including your passwords and codes).

You agree to follow our acceptable use policy. If you allow anyone else to use our site, you must make sure that they read these terms first, and that they follow them.

Only use the site as allowed by law and these terms. If you don't, we may suspend your usage, or stop it completely.

We frequently update the site and make changes to it, but we don't have to do this, and material on the site may be out-of-date. No material on the site is intended to contain advice, and you shouldn't rely on it. We exclude all legal responsibility and costs for reliance placed on the site by anyone.

We follow our privacy policy in handling information about you. You can read our policy at www. beaconeducationpartnership.co.uk/policies.

By using the site, you agree to us handling this information and confirm that data you provide is accurate.

4. INTELLECTUAL PROPERTY RIGHTS

We are the owner or licensee of all intellectual property rights in the site (for example the copyright and any rights in the designs) and in any of the material posted on it. They are protected by copyright.

You are allowed to print one copy and download extracts of any page on the site for your personal reference, but not for commercial use without a licence from us. You must not alter anything, or use any illustrations, video, audio or photographs separately from the text that goes with them.

If you breach these terms, you lose your right to use our site, and must destroy or return any copies you have made.

5. OUR LEGAL RESPONSIBILITY TO YOU

We do not guarantee the accuracy of material on our site. As far as legally possible, we exclude legal responsibility for the following:

Any loss to you arising from use of our site Loss of income, profit, business, data, contracts, goodwill or savings.

We also exclude, as far as legally possible, all terms and warranties or promises implied by law or by statutes.

We don't exclude legal responsibility for death or personal injury owing to our negligence, or legal responsibility for fraud or fraudulent misrepresentation, or for anything else where exclusion is not allowed by the law.

6. UPLOADING TO OUR SITE

If you contact other users of our site or upload material to it, you must follow our acceptable use policy, which sets out standards for usage. You can read this policy at www. beaconeducationpartnership.co.uk/policies. You agree to reimburse us for any costs or expenses we incur as a result of any breach of this term.

Material that you upload will be regarded as nonconfidential and not owned. This means that we can copy it, distribute it, and show it to other people for any purpose. You agree that if anyone else claims to own the material, or says that it breaches their rights, we can give them your identity.

We won't be legally responsible to anybody for the accuracy of material that you upload to the site, and we can remove it at any time if we think it doesn't follow our acceptable use policy.

7. COMPUTER OFFENCES

If you do anything which is a criminal offence under the Computer Misuse Act 1990, your right to use the site will end straightaway. We will report you to the relevant authorities and give them your identity.

Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material.

You mustn't try to get access to our site or server or any connected database or make any 'attack' on the site. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our site

8. LINKS TO OUR SITE

You are allowed to make a legal link to our website's homepage from your website if the content on your site meets the standards of our acceptable use policy. We can end this permission at any time.

You must not suggest any endorsement by us or association with us unless we agree in writing.

9. LINKS FROM OUR SITE

Links from our site to other sites are only for information. We don't accept responsibility for other sites or any loss you suffer from using them.

10. VARIATION

We change these terms from time to time and you must check them for changes because they are binding on you.

11. TRADE MARK

Beacon Education Partnership's Logo is our UK Registered trademark.

12. APPLICABLE LAW

12.1 The parties will use their best efforts to negotiate in

good faith and settle any dispute that may arise out of or relate to this agreement or any breach of it.

12.2 If any such dispute cannot be settled amicably through ordinary negotiations between the parties, or either or both is or are unwilling to engage in this process, either party may propose to the other in writing that structured negotiations be entered into with the assistance of a fully accredited mediator before resorting to litigation.

12.3 If the parties are unable to agree upon a mediator, or if the mediator agreed upon is unable or unwilling to act and an alternative mediator cannot be agreed, any party may within 14 days of the date of knowledge of either event apply to Beacon Education Partnership Ltd to appoint a mediator under the Beacon Education Partnership Ltd Mediation Procedure.

12.4 Within 14 days of the appointment of the mediator (either by mutual agreement of the parties or by Beacon Education Partnership Ltd in accordance with their mediation procedure), the parties will meet with the mediator to agree the procedure to be adopted for the mediation, unless otherwise agreed between the parties and the mediator.

12.5 All negotiations connected with the relevant dispute(s) will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.

12.6 If the parties agree on a resolution of the dispute at mediation, the agreement shall be reduced to writing and, once signed by the duly authorised representatives of both parties, shall be final and binding on them.

12.7 If the parties fail to resolve the dispute(s) within 60 days (or such longer term as may be agreed between the Parties) of the mediator being appointed, or if either party withdraws from the mediation procedure, then either party may exercise any right to seek a remedy through arbitration by an arbitrator to be appointed by Beacon Education Partnership Ltd under the Rules of the Beacon Education Partnership Ltd Arbitration Scheme.

12.8 Any dispute shall not affect the parties' ongoing obligations under this agreement.

12.9 The English courts have the only right to hear claims related to our site, and all disputes are governed by English law.

13. CONTACT US

Please email us at info [at] beaconeducationpartnership. org.uk to contact us about any issues.

WHATSAPP CONSENT FORM

Beacon Education Partnership would like to share your nominated phone number with your classmates to facilitate the creation of a WhatsApp group for sharing of class times, course work and group discussions about your course with your fellow classmates. Your nominated phone number will only be shared with other members of your class who have also agreed to participate and who have provided a nominated phone number. Your Beacon Education Partnership trainer may participate in the group but will not act as moderator; Beacon Education Partnership is in no way responsible for any content posted in any such group chat.

As part of your participation and by signing this form, you also agree not to share or disseminate the nominated phone numbers of any of your classmates with anyone else without prior consent.

Providing a nominated phone number and participating is not a prerequisite of your course and opting into participating is optional and voluntary.

To comply with the Data Protection Act 2018 (the 2018 Act), we need your permission to collect your nominated phone number and disseminate it to the other members of your class. Beacon Education Partnership will not share your details with anyone other than the learners in your immediate class nor will Beacon Education Partnership use your details for any commercial or other purposes. Beacon Education Partnership will hold the information provided in this form

securely for one (1) year unless you request we destroy it before that period. Beacon Education Partnership will process and store your personal data appropriately and legally in accordance with the the 2018 Act, the National Fraud Initiative and other relevant legislation. The details you provide will be held in a secure system or database and will only be shared with other organisations where the law allows or where you've provided consent. Beacon's Data Protection Policy can be found on our website www.beaconeducationpartnership.co.uk

Beacon Education Partnership cannot be held liable for any misuse of information shared under this agreement by third parties. Beacon Education Partnership takes data protection very seriously and will assist any student who believes their personal information has been misused.

If at any time you would like to retract your consent or have your information destroyed, please contact your tutor or email your request to admin@beaconeducationpartnership. co.uk and your request will be handled immediately.

Please hand this form to your tutor or return to: Beacon Education Partnership Ltd 85-87 Bayham Street Camden London NWI OAG

| Name (BLOCK LETTERS) | | |
|-------------------------|------|--|
| | | |
| Address | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Nominated Phone Number: | | |
| Beacon Tutor's Name | | |
| Deacon rator s name | | |
| Signed | Date | |

WHISTLEBLOWING POLICY AND PROCEDURE

SCOPE AND PURPOSE

The aim of this policy is to provide individuals with an avenue by which to raise genuine concerns relating to malpractice within Beacon confidentially inside and, if necessary, outside, and to provide those individuals with protection from detriment and unfair dismissal.

Examples of malpractice are (but not limited to):

- actions which are unprofessional, inappropriate or in conflict with what is generally perceived to be right and wrong, e.g. falsification of students' grades or actions which call into question the integrity of educational standards
- failure to comply with statutory obligations, e.g.
 Safeguarding, Prevent
- gaining or seeking to gain a pecuniary advantage from an association or relationship with an organisation, company or other third party which should have been disclosed to Beacon
- fraud or financial irregularities (including improper or unauthorised use of public funds
- involvement in or the covering up of a criminal offence
- the health and safety of any individual has been or is likely to be endangered
- calculated or premeditated disregard of any Beacon policy or process

Who is protected?

- All employees
- Contractors working with Beacon e.g. freelance tutors, consultants, community partners and students

Policy Principles:

- This document is intended to encourage and enable individuals to raise concerns rather than overlook them.
- Allow individuals to feel they can make disclosures without fear of victimisation, subsequent discrimination, or disadvantage. Employees who raise a genuine concern will have legal protection under the Public Interest Disclosure Act 1998 and Part IVA, Part V and Part X of the Employment Right Act 1996.

- Beacon will maintain disclosures in line with the best practice and current legislation and will not tolerate harassment (including informal pressuring) of anyone raising concerns.
- Beacon expects the discloser to act in good faith and have reasonable grounds for believing the information being disclosed is true and indicates a case of malpractice.
- Beacon will take appropriate action if a malicious disclosure is made.
- Beacon has a range of other policies and procedures which deal with standards and expectation of parties associated with Beacon, covering but not limited to, Grievance, IT use, Health and Safety, Safeguarding, Prevent, Bribery, Disability. Where appropriate Beacon encourages the use of their provisions and processes in the first instance.

THE WHISTLEBLOWING OFFICER AND HIS ROLE

The appointed Whistleblowing Officer is Christian Wilkins, Director of Director of Funding and Contracts. If the complaint relates to Christian Wilkins, then the concern should be directed to Kevin White, Director of Business Development.

The Whistleblowing Officer is:

- responsible for ensuring the implementation and periodic review of this policy
- the first point of contact for staff and or contractors seeking advice about this policy
- required to work within the Whistleblowing Prescribed Persons Guidance https://www.gov.uk/ government/publications/whistleblowing-guidancefor-prescribed-persons
- required to adhere to the Whistleblowing employer's code of practice https://www.gov.uk/government/ publications/whistleblowing-guidance-and-code-ofpractice-for-employers
- responsible for assessing whether the complaint falls within the scope of Beacon's disclosure procedure

- (if on preliminary examination the concern is held to be without substance or could be better addressed via other policies or procedure) responsible for advising the discloser of the reasons the concern is being dismissed and/or advise them of an alternative avenue
- responsible for keeping records of all concerns raised and their outcomes, and informing all directors of any cases at the appropriate time

PROCEDURE FOR RAISING A CONCERN

- 1. Initial concerns should be raised with your line manager, tutor or safeguarding officer in line with other policies. If the discloser feels that they cannot go to their line manager, tutor or safeguarding office the concern should be raised directly with the Whistleblowing Officer.
- Although disclosers are not expected to prove the truth of an allegation beyond doubt, they are required to demonstrate reasonable grounds for concern.
- 3. If the concern falls within the scope of the procedure, the action taken will depend on the nature of the concern, which may include:
- a. internal investigation (see the steps of the procedure set out below)
- b. referral to the Police
- c. referral to awarding body
- d. referral to Channel (Prevent)
- e. referral to external Safeguarding team
- f. referral to Student Loan Company
- g.referral to ESFA (Education and Skill Funding Agency)

Internal investigation by Beacon (see 3(a) above):

i. Initial enquiries

In order to protect the discloser and those accused the Whistleblowing Officer will make initial enquires to decide whether an investigation is appropriate and if so what form it should take. The overriding principle Beacon will have in mind is the safeguarding of the public interest. Concern or allegations which fall within the scope of specific procedures (for example, Safeguarding, Prevent, Discrimination, Awarding Body) will normally be referred to the appropriate manager for consideration under specific policies.

Some concerns may be resolved by agreed action without the need for investigation. If urgent action is required this may take place before an investigation is conducted.

The investigation may need to be conducted without informing the subject of the complaint until (or if) it becomes necessary to do so. This type of approach may be used in cases of suspected fraud, Prevent concerns, data manipulation. However, suspension from work may have to be considered immediately.

ii. Appointment of an investigating officer

Should an investigation be necessary, the Whistleblowing Officer will appoint an investigating officer who will have no direct association with the individual(s) about whom the concern is being raised.

iii. Written acknowledgment of concern

A letter will be sent to the discloser's home address within 5 working days of the concern being raised confirming:

- · that the concern has been received
- indicating how Beacon intends to deal with the matter
- where applicable, giving an estimate of how long it will take to provide a final response
- · confirm whether initial enquires have been made
- where applicable, supply information on support mechanisms
- · expectations around confidentiality

iv. Investigation stage

The investigating officer will proceed to investigate the concern by taking the following steps:

Step 1: Arrange a meeting with the discloser within a reasonable timeframe in order to find out more about the concern. The discloser should hand over any documentation that the discloser feels is relevant to the claim. The discloser may bring one person as a third party to be present at the meeting, such as a work colleague, representation for a professional body etc.

The Investigating officer should prepare for the meeting in advance and in consideration of any relevant documentation received, should explore the need of any clarification of the disclosure, request any additional supporting evidence and identify other potential witnesses.

Step 2: After the meeting the investigating officer will review the notes taken from the meeting, together with any other documentation or correspondence relating to the investigation, in order to establish whether or not they support the claim. If required, a further meeting should be agreed.

Step 3: The investigating officer will report back to the Whistleblowing Officer with their findings. If the claim is supported, the Whistleblowing Officer will either sanction action externally, by referral to:

- · the Police
- the relevant awarding body
- Channel (Prevent)
- · the external Safeguarding team
- Student Loan Company
- ESFA (Education and Skill Funding Agency)
- Health and Safety Executive

or

 take action internally, e.g. (disciplinary proceedings, internal audit, review of internal polices and/or procedures)

Step 4: The Whistleblowing Officer will write to the discloser advising them of the outcome (subject to legal constraints following the conclusion of the investigation).

The letter written to the discloser will not include the details of any disciplinary action if such action is to be taken. This will remain confidential to the individual or individuals concerned.

In all instances in which a concern leads to formal disciplinary proceedings, there shall be full disclosure of the name of the discloser, the nature of the allegation and the evidence presented. The party or parties about whom the concern was raised will then be given opportunity to respond. If the response rebuts the claims, all directors will meet to review the evidence, make the final decision and notify all parties of the outcome.

Where there is no case to answer but the discloser held a genuine concern and they were not acting maliciously, the Whistleblowing office should ensure that the discloser suffers no repercussion.

v. Concluding the process

The Whistleblowing Officer will confirm, in writing, the outcome of the investigation to the person or persons against whom the concern was raised.

The Whistleblowing Officer will notify the directorship of any whistleblowing incidents bi-annually.

Employee, learner and third-party involvement

All parties are responsible for adhering to the requirements set out in this policy and other related policies.

All parties have a legal and moral obligation to report malpractice. Failure to raise concerns could amount to a breach of contract or even breaking the law.

Confidentiality

Beacon will treat all disclosures as confidential and will exercise particular care to keep confidential the identity of any person raising a concern under this procedure until it is decided that it may be necessary to launch a more formal investigation. Thereafter the identity of the discloser will be kept confidential were practicable, however it may be necessary for the identity of the discloser to be disclosed to ensure a fair investigation. If the investigation is referred to an external organisation, then their code of practice will take precedent over Beacon's.

Anonymous Allegations

This procedure encourages disclosers to put their name to the concern being raised. Concerns that are expressed anonymously are much harder to investigate and difficult to resolve.

In responding to anonymous disclosures, the Whistleblowing Officer will pay due regard to fairness to any party or parties named, the seriousness of the concern, the credibility of the complaint and the prospects of an effective investigation and discovery of evidence.

Disclosure to external bodies

This procedure is intended to provide the disclosure with an avenue to raise concerns within Beacon. However, the discloser has the right to approach external parties if they feel their concerns have not been addressed fully, fairly and objectively.



Camden | London NW1 OAG

www.beaconeducationpartnership.org.uk







