

PRIVACY POLICY

Riley Tutoring Limited (trading as Riley Tutoring)

A company registered in England and Wales (company number 13950907) with registered office at 1 Beaumont Avenue, Bishop's Stortford, Hertfordshire, CM23 4RG

Governing law: England and Wales

Last updated: 16 October 2026

1. WHO WE ARE

Riley Tutoring Limited (trading as Riley Tutoring) ("Riley Tutoring", "we", "us", "our") is the data controller responsible for your personal data as described in this Privacy Policy, except where this Policy says otherwise. We are registered with the Information Commissioner's Office (ICO registration number: ZC216569).

2. WHAT THIS POLICY COVERS

This Privacy Policy explains how we collect, use, and protect personal data in connection with: our website at www.rileytutoring.co.uk (the "Site"); our tutor booking and administration platform, hosted by TutorCruncher (the "Platform"); and our services as a tutoring agency generally. It applies to Tutors, people who apply to join us as Tutors, Clients, Pupils, Tutors' referees, people who make an enquiry, and visitors to the Site.

This Policy should be read alongside our Tutor Terms and Conditions and our Client Terms of Business, which explain in more detail how personal data is handled between Tutors, Clients, and us in the course of an Assignment.

3. HOW THIS POLICY APPLIES TO YOU

As Riley Tutoring operates as an employment agency, different parties are responsible for different personal data, and it is important to understand who is responsible for what:

- We (Riley Tutoring) are an independent data controller of the personal data a Tutor provides to us when registering, which we use for our own administrative and regulatory purposes; and of the personal data a Client provides to us when they ask us to arrange tuition, and of the Pupil's details recorded on the Platform, including information recorded at the introductory meeting.
- Each Tutor is an independent data controller of the personal data of the Client and Pupil that the Tutor collects and uses in delivering an Assignment (for example, academic progress notes). The Tutor is responsible for their own compliance with data protection law in respect of that data. This Policy does not cover, and we are not responsible for, a Tutor's own use of that data. If you have a question about how a specific Tutor handles Pupil data, you should ask that Tutor directly. Lesson reports that a Tutor completes on our Platform are stored there, where the Tutor can also see them through their own login. We hold them as an independent controller too, so that we can send them to the Client and keep a record of the sessions delivered.
- We are not a data processor acting on a Tutor's instructions, and a Tutor is not a data processor acting on ours.

4. PERSONAL DATA WE COLLECT

If you are a Tutor

- Your name, date of birth, home address, email address, and mobile number;
- Your right to work documents;
- Your qualifications and the subjects and levels you register to tutor, copies of your exam and qualification certificates, and, if you are a student, your student status letter;
- Your CV, if you send us one, and details of your education and experience;
- Two references and your referees' contact details;
- Notes from your interview with us;
- Information you tell us about any arrest, police investigation, caution, charge or conviction, any allegation about your conduct towards children in other work, or any investigation for your addition to the Children's Barred List;
- Records of any safeguarding concern or allegation about your conduct, and how it was dealt with;

- Any overseas police certificate or certificate of good conduct we ask you for, if you have lived or worked outside the UK;
- Your enhanced DBS certificate details, your DBS Update Service subscription status, the results of the status checks we carry out through the Update Service, and confirmation of your barred list status;
- Your VAT registration status;
- Your rates and availability, and records of your activity on our Platform, such as log-in times, IP address and the Assignments you apply for;
- Your photo, qualifications, and bio, if you have given consent under the Tutor Terms and Conditions, and your choices about marketing (including marketing emails);
- Records of the safeguarding training you have completed;
- Records of the Assignments you apply for and deliver, lesson reports, invoices issued to Clients in your name and ours, and any complaint or dispute raised with us;
- Records of our correspondence with you, including emails, WhatsApp messages and notes of phone calls.

If you are a Client, or a parent, guardian, or carer registering on behalf of a Pupil

- Your name, contact details (email address and mobile number), and billing address;
- Where you are arranging tuition for your child (including a child aged 18 or over), the Pupil's name, age, and tuition requirements;
- Information about the Pupil's learning needs, or any disability or health condition relevant to their tuition, if you choose to share it with us (see Section 6);
- Records of the Assignments booked, the invoices issued to you, and Session Fees paid, and any complaint or dispute raised with us;
- Your choices about marketing emails;
- Records of our correspondence with you, including emails, WhatsApp messages and notes of phone calls.

If you are a Pupil

- Your name, age, and the subject and level you are being tutored in;
- Your mobile number or email address, where your parent, guardian or carer gives it to us so that a group including them can be set up with your Tutor;

- Information about your needs, subject and level from the introductory meeting, which your Tutor records on our introductory meeting form and shares with us;
- Information about any learning needs, or any disability or health condition relevant to your tuition, where your parent, guardian or carer chooses to share it with us (see Section 6);
- Academic progress information recorded by your Tutor in the course of an Assignment (held by the Tutor as an independent controller, as explained in Section 3);
- The lesson reports your Tutor completes on our Platform after each session, which we send to your parent, guardian or carer;
- Any safeguarding-related information reported to us.

If you make an enquiry

- Your name and contact details, the Pupil's name and year group, the subjects you are interested in, and anything you tell us about the Pupil's ability, targets or needs, whether through the enquiry form on our Site, by email, or by phone.

If you are a referee for a Tutor

- Your name, role, organisation and contact details, how you know the Tutor, and the reference you provide.

If you visit our Site

- Standard technical data such as your IP address, browser type and device, and the pages you visit, collected by our website host and, only if you accept analytics cookies, by Google Analytics (see Section 13).
- The information you submit through the forms on our Site, such as the enquiry form and the Tutor application form, including any CV or other document you upload, together with technical details recorded with each submission, such as your IP address and browser type.

Where we get your data from

Most of the personal data we hold is given to us directly by the person it is about. We also receive personal data from others:

- a Pupil's details, from their parent, guardian or carer;
- a referee's details, from the Tutor who names them, and the reference itself, from the referee;

- notes about a Pupil's needs, subject and level, from the Tutor who completes our introductory meeting form;
- the results of a Tutor's identity, right to work and DBS checks, from Care Check and the Disclosure and Barring Service, including through the DBS Update Service;
- confirmation of payments, from Stripe; and
- safeguarding information, which may come from Tutors, Clients, Pupils, or statutory bodies such as the police or a local authority.

If you do not provide your data

If you are a Tutor, we need your identity, right to work, qualification, reference and DBS information, and evidence of safeguarding training, under our Tutor Terms and Conditions and the Conduct of Employment Agencies and Employment Businesses Regulations 2003. Without it, we cannot register you or introduce you to Clients. If you are a Client, we need your contact and billing details to arrange tuition and collect payment, and cannot do so without them. Information about a Pupil's learning needs or health is optional, as is consent to marketing.

Payments, recordings and reviews

We do not collect or store payment card details ourselves. These are collected and processed directly by Stripe, our Payment Processor (see Section 8). Tutors give their bank details directly to Stripe when they set up their payouts account, and we do not see them. Stripe may carry out its own fraud checks on payments.

We do not record lessons, introductory meetings or phone calls.

Reviews of our services are left on Google, under Google's own terms and privacy policy. If you leave a review, we may see it and reply to it publicly on Google. We also show Google reviews on our Site, with the reviewer's name as it appears on Google, through a feed provided by Trustindex that updates automatically, so a review you edit or delete on Google is changed or removed on our Site too. If you would like your review removed from our Site only, contact us and we will remove it.

5. HOW WE USE YOUR DATA AND OUR LAWFUL BASIS

We only use personal data where we have a lawful basis to do so under UK data protection law. The table below sets out our main purposes and the lawful basis we rely on for each.

Purpose	Lawful basis
Registering and vetting Tutors (right to work, references, DBS, qualifications)	Performance of a contract with the Tutor, or steps taken at their request before entering into one; legal obligation; legitimate interests (protecting Clients

Purpose	Lawful basis
	and Pupils)
Obtaining references from a Tutor's referees, and keeping referees' details and their references	Legal obligation (Conduct of Employment Agencies and Employment Businesses Regulations 2003); legitimate interests (checking a Tutor's suitability to work with children)
Carrying out ongoing DBS Update Service status checks on Tutors	Legal obligation; legitimate interests (protecting Clients and Pupils)
Introducing Tutors to Clients, and administering Assignments	Performance of a contract with the Client and/or Tutor
Using a Pupil's own details (such as their name, age, needs and contact details) to arrange and deliver the tuition their parent, guardian or carer has asked for	Legitimate interests (providing the tuition requested for the Pupil); performance of a contract where the Pupil is 18 or over and is the Client
Giving a Client a Tutor's qualifications, references, and a short professional bio as part of an introduction, and confirmation of the date of their DBS certificate	Legal obligation (Conduct of Employment Agencies and Employment Businesses Regulations 2003); performance of a contract
Passing a Client's contact details to a Tutor before an introductory meeting, so the Tutor can contact the Client if they do not join, and passing a Tutor's and a Client's contact details to each other once the Client decides to proceed, so that sessions can be arranged (and, with the Client's agreement, the Pupil's contact details to the Tutor for the Assignment group)	Performance of a contract with the Client and with the Tutor; legitimate interests (for the Pupil's contact details)
Issuing invoices to Clients through the Platform for each session (one in the Tutor's name for their Tutor Fees, and one in ours for the Agency	Performance of a contract with the Client and with the Tutor; legal obligation (tax and accounting records)

Purpose	Lawful basis
Fee), and processing payments via the Payment Processor	
Using information about a Pupil's learning needs or health, whether given on our enquiry form, by email, by phone or at the introductory meeting, to choose a suitable Tutor and brief them	Consent and explicit consent, given by the Pupil, or by their parent, guardian or carer on behalf of a Pupil who is too young to decide for themselves (see Section 6)
Handling safeguarding concerns and allegations, including telling Clients and making referrals where required	Legal obligation; vital interests (in an emergency); legitimate interests
Responding to enquiries and complaints	Legitimate interests
Alerting Tutors to new Assignment postings through the Agency's WhatsApp Community	Performance of a contract with the Tutor
Contacting Tutors individually (by phone, email or WhatsApp) about their registration and Assignments, including arranging introductory meetings	Performance of a contract with the Tutor
Using a Tutor's photo, qualifications, and bio in marketing	Consent (see Section 12)
Sending Tutors occasional marketing emails, such as news, tips for tutors and information about our services	Consent, where the Tutor has opted in (see Section 12)
Sending Clients occasional marketing emails, such as tuition tips and information about our tutor introduction services	Consent, where a Client has opted in; or legitimate interests (telling Clients about similar services), where a Client was given a simple way to opt out when they first gave us their details and did not do so. Either way, you can opt out at any time (see Section 12)
Keeping our Platform and systems	Legitimate interests (keeping our systems and your

Purpose	Lawful basis
secure, including keeping records of log-ins	data secure)
Showing Google reviews of our services on our Site	Legitimate interests (helping families decide whether to use our services)
Handling Tutor applications and enquiries submitted through the forms on our Site, including any CV uploaded	Steps taken at the applicant's request before entering into a contract (Tutor applications); legitimate interests (responding to enquiries)
Running our Site, keeping it secure and backed up, and filtering spam from our forms	Legitimate interests (keeping our Site and the information submitted through it secure)
Understanding how visitors use our Site, using Google Analytics, only if you accept analytics cookies	Consent (see Section 13)
Complying with our legal and regulatory obligations (for example, under the Employment Agencies Act 1973 and tax law)	Legal obligation

6. SPECIAL CATEGORY AND CRIMINAL OFFENCE DATA

As part of our safeguarding checks, we (or Care Check, our nominated DBS umbrella body) process criminal offence data about Tutors, including enhanced DBS certificate results, barred list status, and any arrest, police investigation, caution, charge or conviction a Tutor tells us about. We only do this to the extent necessary to protect children and vulnerable adults, in accordance with our safeguarding obligations under the Conduct of Employment Agencies and Employment Businesses Regulations 2003 and the Safeguarding Vulnerable Groups Act 2006, and in reliance on the applicable conditions in Schedule 1 to the Data Protection Act 2018. We maintain an appropriate policy document governing our use of this data, available on request.

If we are told about a Pupil's learning needs, or a disability or health condition relevant to their tuition (for example, on our enquiry form), we use it only to choose a suitable Tutor and to brief that Tutor, relying on explicit consent. That consent is given by the Pupil or, for a Pupil who is too young to decide for themselves, by their parent, guardian or carer on their behalf. Where the Pupil is 18 or over, we ask the Pupil themselves. We delete it 6 months after the

Pupil's last session (see Section 10). If we receive this information without that consent, we will ask for consent before using it, and delete it if consent is not given. Sharing it is optional, and consent can be withdrawn at any time by contacting us, after which we will not use it further.

Where a safeguarding concern involves information about a person's health or other special category data, we only process this to the extent necessary to protect that person's welfare, relying on the substantial public interest and safeguarding conditions in the Data Protection Act 2018.

7. WHATSAPP

We use WhatsApp, a messaging service operated by WhatsApp LLC (part of Meta), for three purposes: to alert Tutors to new Assignment postings, through an announcement group in our WhatsApp Community sent from a dedicated Agency WhatsApp Business number (Tutors' numbers are not visible to other Tutors in that group); to message individual Tutors from that number about their registration or Assignments, for example to arrange an introductory meeting; and to allow a Client and their Tutor or Tutors (and, where relevant, the Pupil) to communicate directly about an Assignment, in a group that must always include the Client, unless the Pupil is 18 or over and arranges their own tuition. Where a Client has more than one Tutor, one group may include all of them.

We are sometimes a member of the WhatsApp group for an Assignment, usually to help coordinate lessons, but not always. Where we are a member, we can see the messages in that group. We use them only to administer the Assignment and for safeguarding purposes, and we do not otherwise monitor communication between Tutors, Clients and Pupils. If a message is shared with us as part of a complaint or a safeguarding concern, we keep it with the record of that complaint or concern. When lessons end, we leave the group and delete the chat from our device.

WhatsApp is operated independently of us, and your use of it is also subject to WhatsApp's own privacy policy and terms. Messages sent via WhatsApp may be processed on servers outside the UK; see Section 9.

8. WHO WE SHARE YOUR DATA WITH

- TutorCruncher, our Platform provider, which processes data on our behalf to run our booking and administration system;
- Cloud infrastructure and hosting providers, which store Platform data securely on our behalf;
- WordPress.com (Automattic), our website host, which stores our Site and the enquiries and applications submitted through the forms on it (including uploaded CVs), delivers images and other files to visitors, filters spam from our forms, protects the Site from

automated and abusive traffic, scans it for security threats, and keeps backup copies of the Site, which include the information stored in those forms;

- Google, which provides Google Analytics, used on our Site only if you accept analytics cookies (see Section 13);
- Our email marketing provider, which sends our marketing emails to Clients and Tutors who are on our mailing list (see Section 12);
- Microsoft, which provides our email service (Microsoft Exchange Online), and the provider of the video-call service used for an introductory meeting (Microsoft Teams or Google Meet);
- Stripe, Inc., our Payment Processor, which collects and processes payment information directly (we do not receive or store your card details);
- Care Check, our nominated DBS umbrella body, which processes Tutor vetting information, and the Disclosure and Barring Service, through whose Update Service we carry out status checks;
- WhatsApp/Meta, as described in Section 7;
- Trustindex, which provides the feed of Google reviews shown on our Site, and receives technical data such as your IP address when you view a page that includes it;
- **Clients, if you are a Tutor:** when we introduce you for an Assignment, we share your qualifications, experience, and a short professional bio with the Client, and will provide copies of your qualifications and references, and confirmation of the date of your DBS certificate, to the Client on request. Once the Client decides to proceed, we may give the Client your email address and mobile number so that sessions can be arranged; where the Pupil, or another Tutor working with the same Client, is a member of the Assignment group or thread, they will also have your number. For each session, the Platform sends the Client an invoice in your name for your Tutor Fees, which shows your name and the address held on your Platform profile. If you would prefer your home address not to appear on invoices, you can keep a business or correspondence address on your profile instead. If we receive information suggesting you may be unsuitable for an Assignment, or an allegation is made about you, we will tell the Clients you are working with, as the Conduct of Employment Agencies and Employment Businesses Regulations 2003 require;
- **Tutors, if you are a Client:** when we arrange an introductory meeting with a Tutor, or once you decide to proceed with a Tutor, we may pass your email address and mobile number to that Tutor, so that they can contact you if you do not join the meeting, and so that the first session can be arranged. We also give the Tutor the Pupil's name and year

group and what you have told us about the tuition the Pupil needs, including any learning needs you have agreed we can share, so that they can prepare for the meeting. If you do not go ahead after the meeting, the Tutor must delete your details. With your agreement, we may also pass the Pupil's mobile number or email address to the Tutor for the Assignment group. Tutors are also independent controllers of the Pupil data they collect in delivering an Assignment, as explained in Section 3;

- Statutory safeguarding bodies, including a Local Authority Designated Officer (LADO), local authority children's services and adult social care, the Disclosure and Barring Service, and the police, where needed to protect a Pupil or required under UK safeguarding law. Where a Pupil lives outside the UK, this may include the police or child protection services in that country;
- Our accountant, who uses our invoices and payment records to prepare our accounts and tax returns;
- Other professional advisers, where needed, and regulators, including the Fair Work Agency and the Information Commissioner's Office, where required by law;
- A prospective buyer of our business, in confidence and only as far as needed, and any successor that takes over our business, which will continue to protect your data.

9. INTERNATIONAL TRANSFERS

Some of the organisations we work with, including Stripe, Microsoft, Google, Automattic (WordPress.com), WhatsApp/Meta and our email marketing provider, may process personal data outside the UK, including in the United States. Where this happens, we ensure appropriate safeguards are in place, such as the UK International Data Transfer Agreement, the EU Standard Contractual Clauses with the UK Addendum, or UK adequacy regulations. Trustindex is based in the European Union, which UK law recognises as providing adequate protection for personal data. You can ask us for more information about these safeguards using the contact details in Section 18.

In a safeguarding situation involving a Pupil who lives outside the UK, we may share information with the police or child protection services in that country where this is necessary to protect the Pupil.

10. HOW LONG WE KEEP YOUR DATA

We keep personal data for as long as necessary for the purposes described in this Policy. Our general retention periods are:

- Tutor registration, vetting, and Assignment records, including the Tutor's profile and account on our Platform, any CV, copies of exam and qualification certificates, references and referees' details, and our correspondence with the Tutor: for the duration of the Tutor's registration with us, and for 6 years afterwards, so that we can deal with any query, complaint or legal claim and meet our legal obligations, except for right to work evidence and copies of DBS certificates, which are deleted sooner as set out below;
- Unsuccessful Tutor applications: CVs, application details, and vetting notes for candidates who do not go on to register with us are retained for 12 months from the date of application or our last contact with the candidate, whichever is later, after which they are securely destroyed;
- Right to work documents and check evidence: for the duration of the Tutor's registration with us, and for 2 years afterwards, in line with Home Office guidance on retaining right to work check evidence;
- A copy of a Tutor's DBS certificate: for 6 months from the date it is checked, in case of any query about its contents; we do not retain the original certificate, which remains the Tutor's own property;
- Records that a DBS check was carried out and its outcome (as distinct from a copy of the certificate itself): for the duration of the Tutor's registration with us, and for 6 years afterwards;
- Records of any allegation about a Tutor's conduct towards a child: until the Tutor reaches normal pension age, or for 10 years from the date of the allegation if that is longer (allegations found to be malicious are deleted);
- Safeguarding records relating to a specific concern about a Pupil: at least until the Pupil's 25th birthday. We then review the record, and keep it for longer only where it is still needed, taking into account the nature and seriousness of the concern, any action that may still need to be taken, and the possibility that a disclosure relating to it may be made later in life;
- Notes about a Pupil's ability, grades and targets taken at enquiry or the introductory meeting, and any information about their learning needs or health: deleted 6 months after the Pupil's last session, unless lessons have started again in that time (for example, after a break over the summer). The record of the Assignment itself (subject, level, and the dates and frequency of sessions), lesson reports and invoices are kept with the other Client records below;

- A Pupil's own mobile number or email address, where the Pupil is not the Client: deleted when the Pupil's last Assignment ends;
- Other Client and Pupil records, including names, contact details (other than a Pupil's own contact details, see above), billing details, Assignment and lesson records, lesson reports, invoices and payment records, and our correspondence with the Client: for 6 years from the end of the financial year in which the last session was delivered to that Client, to meet our tax and accounting obligations and so that we can deal with any query, complaint or legal claim;
- Records of complaints about our own services, and how we dealt with them: for 6 years after the complaint is resolved;
- Enquiries that do not lead to tuition being arranged: for 12 months from the date of the enquiry or our last contact about it, whichever is later;
- Google reviews shown on our Site: for as long as the review remains on Google, unless you ask us to remove it from our Site;
- Records of marketing opt-ins: for as long as you remain opted in. If you opt out, we keep a note of this so that we do not email you again;
- Site visitor data collected via cookies: for the periods set out in our Cookie Policy;
- Google Analytics data about visits to our Site that can be linked to a browser or device (collected only if you accept analytics cookies): for up to 14 months, after which Google deletes it. We keep summary statistics, such as the total number of visits to a page, for longer; these do not identify individual visitors;
- Backup copies of our Site held by our website host, which may include information submitted through our forms: for up to 12 months, after which they are overwritten. We delete form submissions from the Site itself in line with the periods above. Because backups are kept for up to 12 months, a form submission may remain in backup copies for up to 12 months after we delete it from the Site. We do not restore backups except to recover the Site.

11. KEEPING YOUR DATA SECURE

We use appropriate technical and organisational measures to protect the personal data we hold, including restricting access to those who need it, and using reputable third-party providers (including TutorCruncher and Stripe) who maintain their own security standards. No method of transmission over the internet is completely secure, and we cannot guarantee absolute security.

Email is not a fully secure method of communication, so we take care over what we send by email. If you have anything particularly sensitive or confidential you would prefer not to send by email, please contact us at info@rileytutoring.co.uk to arrange an alternative method.

12. MARKETING

If you are a Client

We may send you occasional marketing emails, such as tips to help with tuition and learning, and information about our tutor introduction services (for example, tutors for other subjects, levels or siblings). We send these only if you have opted in, or if you were given a simple way to opt out when you first gave us your details (for example, on our enquiry form) and did not do so.

If you are a Tutor

We may send you occasional marketing emails, such as news, tips for tutors and information about our services, but only if you have opted in (for example, on our Tutor Registration Form).

With your separate, specific consent, we may also use your photo, qualifications and bio on the Site and in our marketing, including social media campaigns, as set out in Clause 13.4 of the Tutor Terms and Conditions. You give or decline this consent on our Tutor Registration Form, or by other written confirmation to us. It is entirely optional and is not a condition of registering as a Tutor. If you withdraw it, we will remove the relevant material within 30 days of your request, and in any event within 30 days of the end of your registration.

For everyone

Our marketing emails may let us see whether they have been opened and which links have been clicked, so that we can tell what people find useful.

Every marketing email we send will include a clear way to unsubscribe, such as an unsubscribe link or by replying "unsubscribe", and we will act on your request promptly. You can also opt out, or withdraw any marketing consent, at any time by emailing info@rileytutoring.co.uk with "Unsubscribe" in the subject line. Opting out of marketing will not affect your ability to use our services.

Messages about Assignments, your registration or your tuition, including alerts about new Assignments in our WhatsApp Community, are service messages, not marketing, and are not affected by your marketing choices.

13. COOKIES

Our Site uses cookies and similar technologies to help it function and, only if you accept them, to understand how visitors use it. When you first visit, a banner asks whether you accept or decline analytics cookies. We use Google Analytics for this, and we do not use advertising or

marketing cookies. We rely on your consent for analytics cookies, which you can withdraw at any time using the cookie settings option available on every page of the Site. Cookies that are strictly necessary for the Site to work, such as the one that remembers your choice, do not need your consent. Full details of the cookies we use, and how to manage your preferences, are set out in our Cookie Policy.

Our Site and emails may contain links to other websites and services, such as video-call services, Stripe and TutorCruncher. We are not responsible for their privacy practices, and you should read their own privacy policies.

14. CHILDREN'S DATA

Where a Pupil is under 18, their parent, guardian, or carer registers on their behalf as our Client, and we rely on that Client to provide consent and information on the Pupil's behalf where needed. We collect only the Pupil's personal data that is reasonably necessary to arrange and deliver an Assignment safely. Tutors are subject to the safeguarding and communication requirements set out in the Tutor Terms and Conditions, including that the Client must remain part of any group or thread used to communicate with the Pupil, and that a Tutor must never message a Pupil one-to-one, unless the Pupil is 18 or over and arranges their own tuition.

Pupils have the same data protection rights as adults (see Section 16). A Pupil who is old enough to understand their rights, usually from around age 12, can exercise them directly, and we will respond to them. A parent, guardian or carer may also exercise them on behalf of a younger Pupil, where this is in the Pupil's interests.

15. AUTOMATED DECISION-MAKING

We do not carry out any automated decision-making or profiling that produces legal effects concerning you, or otherwise significantly affects you. Matching and introducing a Tutor to a Client is carried out with direct human oversight, and a Client does not have direct user access to the TutorCruncher management system.

16. YOUR RIGHTS

Under UK data protection law, you have the right to:

- Access the personal data we hold about you;
- Ask us to correct inaccurate personal data;
- Ask us to erase your personal data, in certain circumstances;
- Ask us to restrict our use of your personal data, in certain circumstances;

- Receive your personal data in a portable format, in certain circumstances;
- Object to our use of your personal data where we rely on legitimate interests; you also have an absolute right to object to any direct marketing at any time;
- Withdraw your consent at any time, where we rely on consent (for example, marketing emails, or marketing use of a Tutor's photo and bio);
- Complain to us about how we use your personal data and, if you are not satisfied with our response, to the Information Commissioner's Office (see Section 18).

To exercise any of these rights, please contact us using the details in Section 18. Where a Tutor is the independent controller of the data concerned (for example, Pupil academic progress notes), we may need to direct your request to the relevant Tutor.

We will respond to all valid requests without undue delay, and in any event within one calendar month. Occasionally it may take us up to two further months if your request is particularly complex or you have made several requests; if so, we will tell you within the first month and explain why.

17. CHANGES TO THIS POLICY

We may update this Privacy Policy from time to time. We will post any changes on the Site, and where changes are material, we will take reasonable steps to notify Tutors and Clients directly. This Policy was last updated on the date shown on the cover page.

18. HOW TO CONTACT US

If you have any questions about this Privacy Policy, wish to exercise any of your rights, or want to complain about how we have used your personal data, please contact us at info@rileytutoring.co.uk, or by post at Riley Tutoring Limited, 1 Beaumont Avenue, Bishop's Stortford, Hertfordshire, CM23 4RG. We will acknowledge a complaint within 3 working days, look into it without undue delay, keep you updated, and tell you the outcome.

Questions about this Policy are handled by Lauren Riley.

If you are not satisfied with how we have dealt with your complaint, you have the right to complain to the Information Commissioner's Office (ICO): ico.org.uk, or by calling 0303 123 1113.