

Ruby & Blu Policies and Data Schedule

General Booking Policy

This policy sets out the terms that apply when booking and attending tutoring sessions with Ruby & Blu. By booking tuition, the student's parent or guardian agrees to these terms.

1. Payments

Tuition fees are payable one half term in advance.

An invoice will be provided for the upcoming half term, and payment must be made in full by the date specified on the invoice.

A student's place, including any regular group or 1-to-1 slot, is not guaranteed until the required payment has been received.

Ruby & Blu reserves the right to pause or refuse further tuition where payment remains outstanding.

Any changes to tuition fees will be communicated in advance.

2. Cancellations and Rescheduling

Group Tuition

Group sessions will continue as scheduled if an individual student is unable to attend, and missed group sessions are not refundable.

Where possible, a student who is unable to attend their usual group session may be offered the opportunity to attend an alternative group session on another day. This is entirely at the tutor's discretion and will depend upon factors including availability, suitability and space within another group.

An alternative session cannot be guaranteed.

1-to-1 Tuition

Parents/guardians may notify the tutor at the beginning of each half term of up to three lessons during that half term that the student will be unable to attend. Where these dates are communicated at the beginning of the half term, the lessons will not be charged.

For any other cancellations, at least 24 hours' notice should be provided.

Where at least 24 hours' notice is given, the tutor will, where possible, arrange an alternative lesson. Rearranged sessions are subject to the tutor's availability and cannot be guaranteed.

Lessons cancelled with less than 24 hours' notice will not normally be rearranged or refunded.

3. Arrival and Lateness

Students should arrive at their allocated lesson time and be ready to begin promptly.

Please do not arrive early for lessons. Another student's lesson may be taking place immediately beforehand, and early arrivals can cause disruption and impact their tuition time.

The gate will be opened ready for the first scheduled lesson. For subsequent lessons, students should arrive at their allocated start time rather than entering or waiting at the property early.

Parents/guardians are responsible for ensuring that students arrive at the appropriate time.

If a student arrives late, the lesson or group session will still finish at the scheduled end time. No refund, credit or additional teaching time will be provided for time missed as a result of the student's late arrival.

Where the tutor is responsible for a late start, the lost teaching time will be made up where reasonably possible or an appropriate adjustment will be agreed.

4. Tutor Cancellations

If the tutor needs to cancel a lesson, as much notice as reasonably possible will be provided.

For 1-to-1 tuition, the lesson will either be rearranged at a mutually convenient time or an appropriate credit or refund will be provided.

For group tuition, where the tutor needs to cancel an entire group session, an alternative session will be arranged where possible. Where this is not possible, an appropriate credit or refund will be provided.

Parents/guardians will not be charged for tuition that the tutor is unable to provide.

5. Scheduling

Lesson times are agreed between the tutor and the student's parent or guardian and are subject to availability.

Students may be allocated a regular group or 1-to-1 lesson time for the duration of the half term.

Requests to change an agreed lesson time or group will be accommodated where reasonably possible but are subject to availability and are at the tutor's discretion.

The tutor may occasionally need to alter the timetable due to holidays, illness or other commitments. Reasonable notice will be provided wherever possible.

6. Communication

All communication will take place with the student's parent or guardian.

This includes communication regarding bookings, scheduling, cancellations, payments, progress, homework and any other matters relating to tuition.

Students should not contact the tutor directly regarding tuition arrangements. Parents/guardians are responsible for communicating any relevant information to the tutor on their child's behalf.

Messages will be responded to within a reasonable timeframe. Immediate responses should not be expected outside normal working hours.

All communication should remain respectful and appropriate.

7. Continuing and Ending Tuition

Towards the end of each half term, parents/guardians will be asked whether they wish their child to continue tuition for the following half term.

Where a parent/guardian confirms that they wish to continue, details of the following half term and the relevant invoice will be provided. Payment must then be made by the date specified to secure the student's place.

If a parent/guardian does not wish to continue, tuition will end at the conclusion of the current half term and no further half-term booking will be made.

Places for future half terms cannot be guaranteed until continuation has been confirmed and any required payment has been received.

Any outstanding lesson fees remain payable when tuition ends.

Ruby & Blu reserves the right to end tuition immediately where there are serious or repeated breaches of these policies, including non-payment, inappropriate behaviour, safeguarding concerns or repeated missed lessons.

Safeguarding Policy

The safety and welfare of children attending tuition is a priority. This policy applies to all students attending Ruby & Blu.

1. Safeguarding Principles

The tutor will maintain appropriate professional boundaries with students and will take reasonable steps to provide a safe, appropriate and supportive learning environment.

Any safeguarding concern relating to a child will be taken seriously.

Where there is a concern that a child may be at risk of harm, appropriate safeguarding procedures will be followed. Information may need to be shared with the relevant safeguarding or statutory authorities where necessary to protect the child.

Confidentiality cannot be promised to a child where doing so could place them or another person at risk.

2. Communication with Students

All arrangements relating to lessons, payments, cancellations and scheduling will be communicated directly with the student's parent or guardian.

Communication with students during tuition will remain appropriate, professional and relevant to their education and wellbeing.

Personal or inappropriate communication between the tutor and a student is not permitted.

3. Parental and Guardian Responsibilities

Parents and guardians remain responsible for the welfare and supervision of their child outside the agreed tutoring session.

Parents/guardians are responsible for providing the tutor with any relevant information that is reasonably necessary to provide tuition safely and appropriately.

Parents/guardians must provide accurate emergency contact information and inform the tutor promptly if these details change.

A parent or guardian must be contactable during their child's lesson.

4. Before Lessons

Responsibility for the student remains with the parent or guardian until the agreed lesson begins.

Students should arrive at their allocated lesson time and should not be left at the tutoring location before their scheduled lesson.

Students should not arrive early, as another student's lesson may be taking place immediately beforehand. The gate will be opened ready for the first scheduled lesson, and students attending subsequent lessons should arrive at their allocated start time.

Parents/guardians are responsible for ensuring that their child arrives safely and at the appropriate time.

5. During Lessons

The tutor will maintain appropriate professional boundaries and provide tuition in an environment suitable for learning.

The tutor will take reasonable steps to ensure the safety and welfare of students while they are attending their scheduled tuition session.

Parents/guardians must ensure that the tutor is made aware of any relevant information or arrangements that could affect their child's safety or wellbeing during tuition.

6. After Lessons

The tutor's responsibility for the scheduled tuition session ends at the agreed finishing time.

Parents/guardians are responsible for making appropriate arrangements for their child's collection and supervision after the lesson.

Children should be collected promptly at the scheduled end of their lesson and should not be left waiting unnecessarily.

If a parent or guardian is unexpectedly delayed, they should contact the tutor as soon as possible. The tutor will take reasonable steps to ensure that the student remains safe but cannot provide indefinite childcare or supervision outside the agreed tuition period.

A child will not knowingly be released into a situation that gives rise to an immediate safeguarding concern.

7. Safeguarding Concerns

If the tutor observes, receives a disclosure about, or otherwise becomes concerned about the welfare of a child, an appropriate written record may be made.

Safeguarding information will only be shared where there is a legitimate reason to do so and in accordance with applicable safeguarding and data-protection requirements.

Where there is an immediate risk of serious harm, the tutor may contact the appropriate emergency or safeguarding authorities without first obtaining parental consent where this is necessary to protect the child.

Where appropriate, safeguarding or welfare concerns may also be shared with the child's school, including the school's Designated Safeguarding Lead (DSL), where this is considered necessary to support or protect the child's welfare. Any information shared will be limited to what is relevant and necessary in the circumstances.

Behaviour Policy

Tutoring should take place in a safe, respectful and productive environment. Students, parents/guardians and the tutor are expected to treat one another with courtesy and respect.

As much of the tuition takes place in groups, students are expected to behave in a way that allows all members of the group to learn, participate and make progress. Every student has the right to learn without persistent disruption from others.

Students are expected to engage with lessons appropriately, follow reasonable instructions relating to their learning and safety, and show consideration for other students in their group.

The following behaviour is not acceptable:

- Abusive, threatening or intimidating behaviour.
- Bullying, harassment or deliberately upsetting another student.
- Discriminatory or hateful language or behaviour.
- Deliberate damage to property or equipment.
- Persistent talking, calling out or other disruptive behaviour that prevents the tutor from teaching effectively.
- Behaviour that repeatedly distracts other students or prevents them from concentrating, participating or learning.
- Refusal to follow reasonable instructions where this significantly disrupts the lesson.
- Inappropriate sexual comments, conduct or material.
- Recording the tutor or another student without prior permission.
- Any behaviour that places the student, tutor or another person at risk.

Where inappropriate behaviour occurs, the tutor will normally address the behaviour with the student and discuss the matter with their parent or guardian where appropriate.

For minor or isolated issues, reasonable efforts will be made to resolve the matter and allow the student to continue participating in tuition.

Where behaviour becomes persistent and is having a negative impact on the learning, wellbeing or experience of other students in the group, the tutor will raise the concern with the student's parent or guardian. Reasonable efforts will be made to resolve the issue, but the needs and learning of the wider group must also be considered.

The tutor reserves the right to remove a student from a lesson or end their participation in a session where their behaviour makes it unsafe, inappropriate or impractical for tuition to continue, or where their behaviour is significantly affecting the learning of other students.

Serious incidents may result in tuition being ended immediately. Repeated behavioural concerns, including persistent disruption to the learning of others, may also result in the student's place being withdrawn and the tutoring arrangement being discontinued.

Where a lesson or tuition arrangement is ended because of serious or persistent inappropriate behaviour by the student, lesson fees already paid may remain payable.

Nothing in this policy prevents the tutor from taking appropriate safeguarding action where behaviour raises concerns about the welfare or safety of a child or another person.

Privacy and Records Policy

Data Controller: Donna Williams t/a Ruby & Blu

Telephone: 07944 346000

Email: hello@rubyandblu.com

Ruby & Blu respects the privacy of students and their families and will handle personal information responsibly and in accordance with applicable UK data-protection legislation, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

All students attending Ruby & Blu are under the age of 18. Particular care will therefore be taken when collecting, storing, using or sharing children's personal information.

1. Information Collected

- The student's name and date of birth or age.
- Parent/guardian names and contact details.
- Emergency contact details.
- The student's school, year group and relevant educational information.
- Information provided by parents/guardians that is relevant to the student's learning, safety or wellbeing.
- Lesson bookings and attendance records.
- Payment and transaction records.
- Learning objectives, progress, assessments and lesson notes.
- Relevant correspondence relating to tuition.
- Information reasonably required for safeguarding purposes.
- Photographs where appropriate permission has been provided.

Only information that is reasonably necessary for providing, administering and safeguarding tuition will be collected and retained.

2. How Information Is Used

- Arrange, administer and deliver tutoring sessions.
- Communicate with parents/guardians.
- Maintain lesson and attendance records.
- Plan tuition and monitor students' educational progress.
- Provide parents/guardians with appropriate updates about their child's tuition.
- Maintain payment and accounting records.
- Manage the tutoring relationship.
- Meet safeguarding responsibilities.
- Comply with applicable legal, accounting or regulatory obligations.
- Take and use photographs where appropriate permission has been provided.

Personal information will not be sold to third parties.

3. Lawful Basis for Processing

Personal information will only be processed where there is an appropriate lawful basis under UK data-protection law.

- Contract - where processing is necessary to provide and administer the tutoring service agreed with a parent/guardian.
- Legal obligation - where information must be processed or retained to comply with a legal requirement.
- Legitimate interests - where there is a legitimate reason connected with operating and safeguarding the tutoring service, provided that this is not overridden by the rights and interests of the child or parent/guardian.
- Vital interests - in exceptional circumstances where processing is necessary to protect someone's life.
- Consent - where consent is the appropriate lawful basis, including where applicable for the use of identifiable photographs for promotional or social-media purposes.

Where health information or other special category personal data is processed, an appropriate additional condition for processing will be identified where required by law.

4. Student Records

- Topics covered.
- Assessments and progress.
- Learning targets.
- Homework.
- Attendance.
- Relevant educational observations.
- Communications with parents/guardians.

Safeguarding concerns or incidents will be recorded separately where appropriate and will be treated as confidential information.

Records will be accurate, relevant and limited to what is reasonably necessary.

5. Keeping Information Up to Date

Parents/guardians are responsible for informing Ruby & Blu of changes to relevant personal information, including contact and emergency contact details.

At the beginning of each half term, parents/guardians will be reminded to check that the personal information held about their child and family remains accurate and up to date.

This reminder will also provide an opportunity for parents/guardians to review and update their child's photograph permission.

Parents/guardians do not need to wait for the half-termly reminder and may notify Ruby & Blu of changes at any time.

6. Photographs and Social Media

Photographs may occasionally be taken during tuition to share with a student's parent/guardian or, where the appropriate permission has been provided, for use in connection with Ruby & Blu, including on social-media accounts or other promotional materials.

Identifiable Photographs

For the purposes of this policy, an identifiable photograph is one in which a child can reasonably be identified, either from the photograph itself or from other information associated with it.

Identification does not depend solely on whether a child's face is visible. A photograph may still be identifiable because of features such as clothing, name badges, written work, surroundings or information included alongside the photograph.

Identifiable photographs will only be taken where the relevant parental/guardian photograph permission has been provided.

Before taking an identifiable photograph, the child will also be verbally asked whether they are happy for their photograph to be taken.

If the child says no, appears uncomfortable or otherwise indicates that they do not wish to be photographed, the photograph will not be taken, even where their parent or guardian has provided permission.

The child's refusal will always override parental/guardian permission.

The reverse does not apply. If a parent or guardian has not provided photograph permission, an identifiable photograph will not be taken for the purposes covered by this policy even where the child says that they are happy to be photographed.

Children will not be pressured or encouraged to change their decision. Choosing not to be photographed will have no effect on a student's tuition, participation or treatment at Ruby & Blu.

Non-Identifiable and Activity Photographs

Ruby & Blu may occasionally take photographs designed so that individual children cannot reasonably be identified. Examples may include close-up photographs of hands completing an activity, educational resources, children's work where names and other identifying information are not visible, or photographs taken from behind where the child cannot otherwise reasonably be identified.

Parental photograph permission and individual verbal permission will not normally be required for a genuinely non-identifiable photograph.

Care will be taken to ensure that these photographs do not inadvertently identify a child. This includes considering distinctive clothing, names on work, name badges, school logos, recognisable personal characteristics, the background of the photograph and any caption or other information published alongside it.

Where there is reasonable doubt about whether a child could be identified, Ruby & Blu will treat the photograph as identifiable and the normal photograph permission arrangements will apply.

Use of Photographs

Parents/guardians will be informed of the purposes for which identifiable photographs may be used when photograph permission is requested.

Photograph permission is optional and may be changed or withdrawn at any time.

Where permission is withdrawn, this will apply to future use of identifiable photographs. Where reasonably possible, photographs already published on channels controlled by Ruby & Blu will also be removed.

Photograph permissions will be reviewed as part of the half-termly personal-details reminder.

Reasonable care will be taken when publishing any photographs involving children. Identifiable photographs will not be accompanied by unnecessary personal information that could further identify a child.

Parents/guardians and students must not photograph or record other students during tuition without appropriate permission.

7. Storage and Security

Personal information will be stored securely and reasonable technical and organisational measures will be used to protect it from unauthorised access, accidental loss, disclosure, alteration or misuse.

Electronic records will be protected using appropriate device, account and password security. Physical records, where used, will be stored securely. Access to student information will be limited to those who legitimately require it.

8. Sharing Information

Personal information will not normally be shared with third parties unless there is an appropriate and lawful reason to do so.

- A parent/guardian has provided appropriate consent.
- It is necessary to administer or provide the tutoring service.
- There is a legal or regulatory requirement to disclose the information.
- There is a safeguarding or child-welfare concern.
- It is necessary to protect the vital interests of the child or another person.
- Disclosure is otherwise permitted or required by law.

Where appropriate, safeguarding or welfare information may be shared with a child's school, including its Designated Safeguarding Lead (DSL), local safeguarding services, the police or other appropriate authorities.

Consent will not be sought where doing so is not appropriate or where information needs to be shared in order to safeguard a child.

Only information that is relevant and necessary for the purpose will be shared.

Where external service providers are used to process personal information on behalf of Ruby & Blu, appropriate steps will be taken to ensure that personal information is handled securely and in accordance with applicable data-protection requirements.

9. Retention and Disposal of Records

Ruby & Blu will only retain personal information for as long as it is reasonably required for the purpose for which it was collected or where there is a legal, safeguarding or legitimate business reason for retaining it.

Specific retention periods for different categories of information are set out in the Ruby & Blu Data Retention and Disposal Schedule.

When the applicable retention period expires, information will be securely deleted, destroyed or anonymised unless there is a legitimate reason why it needs to be retained for longer.

10. Rights in Relation to Personal Information

- Be informed about how personal information is used.
- Request access to personal information.
- Request correction of inaccurate or incomplete information.
- Request deletion of personal information in certain circumstances.
- Request restriction of processing in certain circumstances.
- Object to certain uses of personal information.
- Request data portability where applicable.
- Withdraw consent where processing is based on consent.

As students attending Ruby & Blu are children, requests relating to their personal information will be considered carefully, taking into account the child's age, understanding and circumstances as well as the rights and responsibilities of their parent or guardian.

11. Withdrawing Consent

Where personal information is processed on the basis of consent, that consent may be withdrawn at any time. This includes parental/guardian consent relating to photographs.

Withdrawing consent will not affect the lawfulness of processing that took place before consent was withdrawn.

Parents/guardians can contact Ruby & Blu directly to withdraw or change consent.

A child's decision not to be photographed will be respected regardless of the photograph permission previously provided by their parent or guardian.

12. Concerns and Complaints

Any questions or concerns about how personal information is collected, stored or used should initially be raised with Donna Williams t/a Ruby & Blu, telephone 07944 346000, email hello@rubyandblu.com.

Individuals also have the right to raise a concern or make a complaint to the Information Commissioner's Office (ICO), the UK's independent regulator for data protection.

13. Changes to This Policy

This policy will be reviewed periodically and may be updated to reflect changes in tutoring practices, the way personal information is used, or legal and regulatory requirements.

Parents/guardians will be informed where a significant change affects how their or their child's personal information is used.

Data Retention and Disposal Schedule

Data Controller: Donna Williams t/a Ruby & Blu

Telephone: 07944 346000

Email: hello@rubyandblu.com

Ruby & Blu will only retain personal information for as long as it is reasonably required for the purpose for which it was collected or where there is a legal, safeguarding or legitimate business reason for retaining it.

Records will be reviewed regularly and securely deleted or destroyed when the relevant retention period has expired, unless there is a specific reason why they need to be retained for longer.

Student and Parent Contact Details

Retention period: For the duration of tuition and for 12 months after the student leaves Ruby & Blu.

At the end of the retention period, electronic records will be securely deleted and paper copies securely destroyed unless information also forms part of another record with a longer retention requirement.

Educational and Tuition Records

Retention period: For the duration of tuition and for 12 months after the student leaves Ruby & Blu.

Anonymous information that no longer identifies a student may be retained for longer where useful for general business or educational purposes.

Attendance and Booking Records

Retention period: For the duration of tuition and for 12 months after the student leaves, unless the information forms part of a financial record that must be retained for longer.

Parent/Guardian Communications

Routine correspondence will normally be deleted within 12 months of the student leaving Ruby & Blu. Messages forming part of a financial, safeguarding, complaint or other significant record will follow the retention period for that record.

Financial and Payment Records

Retention period: 6 years.

Records will be securely deleted or destroyed at the end of the retention period unless there is another legal reason for retaining them.

Photograph Permissions

Parental/guardian photograph permission will be obtained for identifiable photographs taken or used for the purposes covered by the Ruby & Blu Privacy and Records Policy.

Genuinely non-identifiable activity photographs will not normally require individual photograph permission. Where there is reasonable doubt about whether a child could be identified, Ruby & Blu will treat the photograph as identifiable.

Before an identifiable photograph is taken, the child will always be asked verbally whether they are happy for the photograph to be taken. A child's refusal overrides parental permission; a child's agreement does not override a parent's or guardian's refusal.

A record of parental/guardian photograph permission will be retained while the student attends Ruby & Blu. A record of permission applying to photographs already published may be retained for as long as the relevant photograph remains in use.

Photographs Sent Privately to Parents/Guardians

Photographs taken primarily to provide an update to a student's parent/guardian will normally be deleted from the tutor's device or storage within 3 months of being taken or sent.

Photographs Used on Social Media or Promotional Materials

Identifiable photographs will only be used where appropriate parental/guardian permission has been obtained and the child was happy to be photographed. Continued use of older photographs will be reviewed periodically. If permission is withdrawn, Ruby & Blu will stop future use and, where reasonably possible, remove the photograph from channels controlled by Ruby & Blu.

Safeguarding Records

Safeguarding records will be kept separately from routine tuition records, treated as confidential and access will be restricted.

Retention period: Safeguarding records will be retained for as long as there is a genuine safeguarding, legal or accountability reason for doing so. The appropriate period will be considered according to the nature and seriousness of each concern.

Complaints, Incidents and Significant Behaviour Records

Retention period: Normally 6 years after the matter is closed, where retaining the record is reasonably necessary in case a complaint, dispute or legal claim subsequently arises.

Minor or routine behavioural notes will be treated as ordinary tuition records.

Information Relating to Unsuccessful Enquiries

Personal information will normally be deleted within 6 months of the last communication, unless the parent/guardian has asked to be contacted about future availability.

Half-Termly Data Check

- Check contact details remain correct.
- Check emergency contact information remains correct.
- Notify Ruby & Blu of relevant changes concerning the child.
- Review or update photograph permissions.

Secure Disposal

Electronic personal information will be securely deleted when no longer required. Paper records containing personal information will be shredded or otherwise securely destroyed. Where third-party services are used, reasonable steps will be taken to remove information subject to the provider's backup and deletion arrangements.

Review of This Schedule

This retention schedule will be reviewed annually, and sooner where there is a significant change to the information Ruby & Blu collects, the services provided, or applicable legal or regulatory requirements.

Retention periods may be extended where there is an ongoing complaint, safeguarding concern, legal claim, investigation or other legitimate reason why the information must continue to be retained.