
EDUCATION SOLUTIONS DIRECT CIC

CONFIDENTIALITY POLICY

1. INTRODUCTION

- 1.1 In order for Education Solutions Direct CIC to be able to operate effectively it needs to ensure that it maintains the confidence and respect of clients. The clients of Education Solutions need to have confidence in their dealings with the Company in the knowledge that any information they provide will not be passed on to any other person or organisation. To do so could expose their business ideas and or reputation and such a situation must be prevented at all times.
- 1.2 This document set out the policy of the Company (and Enterprise Solutions) for confidentiality and outlines how this policy will be implemented and practised.

2. GUIDING PRINCIPLE

- 2.1 Confidentiality is to be extended to all clients at all times. Education Solutions will only disclose information about a client where they have given written permission to do so.

3. DIRECTORS AND STAFF

- 3.1 All staff employed by, and associates contracted to, Education Solutions will be expected to adhere to the company' guidelines on confidentiality at all times.

4. INFORMATION ON CLIENTS

- 4.1 Whenever information is collected from a client Education Solutions will inform them of the uses to which the information will be put.
- 4.2 Information held for any purpose(s) shall not be used or disclosed in any manner incompatible with that purpose unless the group has given its express permission and where possible this should be in writing.
- 4.3 Information held about clients will be subject to the provisions of the Data Protection Act (1998). Queries about storage and access to information held on record at Education Solutions should be made to the Data Controller for Education Solutions (Annie Noble).

5. RECORD KEEPING

- 5.1 The files and records of Education Solutions on which sensitive data about individual clients may be recorded will not be available to any outside businesses, organisations, agencies or individuals.

5.2 All data about individual clients will be made completely confidential, kept in a secure place and never released without the express permission of the client it concerns. Education Solutions is registered under the Data Protection Act (1998). All computerised records of clients are subject to this Act.

5.3 At the end of a relationship with a client, the records for that client will be held for a maximum of 3 years. Paper files will then be shredded and computer files deleted.

5.4 When computers are replaced, the hard drives will be removed before disposal. The hard drives will be disposed of in a secure way and with regard to environmental considerations.

6. REPORTING

6.1 Reports produced by the Directors, or other staff, of Education Solutions for public use will not name individual clients unless written permission has been given.

7. INSTANCES OF FRAUD AND GROSS MISCONDUCT

7.1 Where, during the course of their work, any of Education Solutions employees or Directors discover that a client has been involved in any activity which could be deemed as fraudulent or gross misconduct the following action will be taken:

- Education Solutions will in the first instance raise the matter with the client or their representative with whom it has been working. The serious nature and implications of the matter will be emphasised and the individual concerned will be asked to deal with the issue within five working days. Education Solutions' policy of dealing with such situations will be explained.
- If no action is taken by the client or the representative within the time specified, the Directors of Education Solutions will be informed. They reserve the right to make direct representation to the Directors of the Client organisation. If this is done, the client will be asked to take appropriate action to deal with the matter within a period of time not exceeding ten working days.
- If no action is taken by the client within the time period specified, Education Solutions reserves the right to terminate the contractual relationship with the client with immediate effect.

7.2 Gross misconduct could include:

- Violent or insulting behaviour or threats of violence
- Sexual or racial harassment
- Fraud/theft of property
- Evidence of deliberate criminal activity