

Teneo International School Website Forms Privacy Notice and Data Protection Terms

This notice applies to pre-enrolment interactions with Teneo International School, including when a person submits an enquiry form, downloads a document, uses a fee calculator, registers for an event, asks to be contacted, or otherwise provides information to Teneo through Teneo's websites or portals before enrolment.

This notice is an extract of the privacy, recordings and data protection provisions in the Teneo International School Terms and Conditions. It is intended to apply before enrolment and does not, by itself, complete an enrolment or require Teneo to accept an application.

Unless the context indicates otherwise, Pupil includes a prospective pupil, Parent includes a parent or legal guardian, and PRFP means the person responsible for payment. Capitalised terms used in this notice have the meanings given to them in the Teneo International School Terms and Conditions.

Suggested website/form acceptance wording

By submitting this form, I confirm that I have read and accept the Teneo International School Website Forms Privacy Notice and Data Protection Terms and, where applicable, consent to Teneo using my information to respond to me and send me information about Teneo's current and future educational offerings. I may stop marketing at any time.

The button or form may use equivalent wording, provided that it clearly links to this notice and records the user's affirmative action.

1. General notice by use of websites and forms

By submitting any form, downloading any document, using a fee calculator, or completing any registration or enrolment process on Teneo's websites or portals, the user, and where applicable the Parent on behalf of the Pupil, acknowledges this notice to the extent applicable to that interaction and acknowledges that Teneo will collect and process personal information as described in this notice.

Where Teneo asks for consent for a particular purpose, the user gives that consent by the affirmative action specified at the relevant touchpoint, which may include clicking a button, ticking an acceptance box, submitting a form or completing a registration process.

Processing that is necessary to respond to an enquiry, take steps towards enrolment, perform an agreement, comply with law, protect vital interests or pursue legitimate interests does not depend solely on consent.

Direct marketing will be sent only where consent has been obtained or where otherwise permitted by applicable law, and may be stopped at any time by using the unsubscribe method provided or by emailing help@teneoeducation.com.

2. Responsible party and controller

Teneo Education (Pty) Ltd is the responsible party or controller of personal information processed for the purposes described in this notice. Teneo may be contacted at help@teneoeducation.com.

Where applicable law requires Teneo to appoint a representative in the United Kingdom or European Economic Area, the representative's details will be published on Teneo's website and may be obtained using the same email address.

For purposes of this notice, Applicable Data Protection Law includes the South African Protection of Personal Information Act, No. 4 of 2013 (POPIA), the United Kingdom General Data Protection Regulation and Data Protection Act 2018, the European Union General Data Protection Regulation, and any other data protection or privacy law that applies to the relevant processing of personal information from time to time.

3. Categories of personal information

Teneo may process personal information relating to prospective and current Pupils, Parents, PRFPs and website users, including:

- identity, age, date of birth, nationality, language, contact and address information;
- Parent, guardian, family, emergency contact, custody and guardianship information;
- application, enrolment, attendance, timetable, subject, academic, assessment, progression, conduct and disciplinary information of the Pupil;
- learning-support, disability, health, medical, mental-health, safeguarding and accommodation information where relevant;
- payment, invoicing, transaction, fraud-prevention and creditworthiness information, excluding complete card details entered directly into a third-party payment gateway;
- lesson recordings, video, audio, images, chat messages, submitted work, communications and support interactions;
- platform, device, browser, network, login, usage, security, monitoring and technical information;
- marketing preferences, enquiry history and engagement with communications; and
- any other information voluntarily provided or reasonably required for the purposes described in this notice.

4. Sources

Teneo may collect personal information directly from a Pupil, Parent, PRFP or website user, and from schools, referees, service providers, payment providers, Examination Bodies, examination centres, public authorities, public sources and other persons authorised or reasonably expected to provide the information.

5. Purposes and lawful grounds

Teneo may process personal information in order to:

- respond to enquiries, provide information, assess applications and take steps before enrolment;

- conclude, administer and perform the agreement, deliver lessons, provide platform access, support learning, assess progress, issue reports and communicate with Parents, PRFPs and Pupils;
- manage attendance, conduct, academic integrity, safeguarding, learner welfare, support needs, accommodations, complaints and disciplinary processes;
- process payments, manage accounts, prevent fraud, recover amounts owing and comply with financial, tax and accounting obligations;
- operate, secure, monitor, troubleshoot and improve websites, learning platforms, communications systems and educational services;
- conduct quality assurance, staff training, academic development, educational research, service analytics and product development, using de-identified or aggregated information where reasonably practicable;
- communicate about current and future programmes, courses, events, promotions, updates and other relevant educational offerings where consent has been obtained or the communication is otherwise permitted by law;
- establish, exercise or defend legal claims, comply with legal and regulatory requirements, cooperate with authorities and protect the rights, safety and property of Teneo and others; and
- carry out any compatible or related purpose permitted by applicable law.

Depending on the circumstances and applicable law, Teneo relies on one or more of the following grounds: consent; steps taken at the request of a person before entering into a contract; performance of a contract; compliance with a legal obligation; protection of vital interests; Teneo's or a third party's legitimate interests; and any other ground available under applicable law.

Teneo's legitimate interests include operating and improving an online school, maintaining academic standards and integrity, protecting Pupils and systems, preventing fraud, communicating with existing and prospective customers, and managing legal and commercial risk.

Where special-category information or information concerning a child is processed, Teneo will also rely on an applicable additional condition, including competent-person or explicit consent where required, substantial public interest, safeguarding, vital interests, legal claims, or another condition permitted by law.

6. Required information

Certain personal information is required in order for Teneo to consider an application, enrol and support a Pupil, process payment, meet safeguarding obligations or provide the International School Product. Failure to provide or keep such information accurate may result in an application being refused, services or accommodations being limited, access being suspended or enrolment being terminated.

7. Marketing communications

Teneo may contact a Parent, PRFP, Major Pupil or prospective customer for marketing and related purposes where the relevant website form, enrolment portal or other touchpoint records consent, or where the communication is otherwise permitted by applicable law.

A recipient may withdraw consent or opt out at any time by using the method provided in the communication or by emailing help@teneoeducation.com. Acceptance of this notice does not override any separate consent requirement imposed by applicable law.

8. Lesson recordings and classroom participation

Where a Pupil is enrolled in the International School Product, Parents and Pupils are informed and acknowledge that:

- Teneo intends to record live lessons so that recordings can be used for educational delivery, revision, catch-up learning, quality assurance, safeguarding, academic development and staff training, although Teneo does not guarantee that a recording of every lesson will be available;
- recordings may include an Educator's presentation, Pupil video or audio, names, profile images, submitted material, screen content and classroom chat, and Pupils may therefore be identifiable;
- Pupils may be required to keep their cameras switched on and remain visible to the Educator in order to facilitate teaching, engagement, safeguarding and assessment integrity, subject to any exception approved by Teneo case by case;
- recordings may be stored or accessed in South Africa or another country and may therefore involve international transfers of personal information;
- recordings may be made available through authenticated Teneo platforms to authorised current and future Pupils, Educators, staff members and service providers for the purposes described above, including so that a Pupil joining after the start of a School Year can access earlier lessons;
- recordings or extracts will only be used for external marketing or promotional purposes where Teneo has obtained separate express consent from the relevant Parent or Major Pupil and any further consent required by applicable law; and
- the recording and use of lessons for core educational, safeguarding, quality and training purposes is integral to the International School Product. Teneo may rely on contract, legitimate interests and other lawful grounds for those core uses. Withdrawal of marketing consent does not affect the core uses, and withdrawal of any consent has prospective effect only and does not affect processing already lawfully carried out or processing supported by another lawful ground.

9. Monitoring and automated tools

Teneo may monitor use of its learning management system, communication channels and related platforms to the extent reasonably necessary to maintain platform security, enforce Teneo's terms and policies, support safeguarding and online safety, investigate Academic Irregularities, prevent fraud and comply with applicable law.

Teneo may use analytics, artificial intelligence, chatbots and other automated tools to assist with teaching, support, administration, communications, risk detection and decision-making. Teneo will not make a decision based solely on automated processing that produces legal or similarly significant effects unless permitted by applicable law and provided that appropriate safeguards, including any required opportunity for human intervention, have been provided.

10. Sharing

Teneo may share personal information, to the extent reasonably necessary and lawful, with:

- Educators, employees, contractors and group or affiliated companies;
- providers of learning management, video-conferencing, cloud hosting, customer relationship management, communication, analytics, security, proctoring, payment, accounting and professional services;
- an Examination Body or examination centre where the Parent or Pupil requests or authorises the sharing, or where sharing is otherwise required or permitted by law, without this making Teneo responsible for examination registration or administration;
- schools, universities or other educational institutions at the request of the Parent or Pupil or where otherwise lawfully required;
- regulators, courts, law-enforcement bodies, safeguarding authorities and other public authorities where required or permitted by law;
- professional advisers, insurers, auditors, debt collectors and persons involved in a corporate transaction; and
- any other recipient notified to the relevant person or authorised by them.

Teneo does not sell personal information. Service providers processing information on Teneo's behalf are required, where applicable, to act on documented instructions, protect the information and use it only for authorised purposes.

11. International transfers

Teneo is based in South Africa and uses technology and service providers that may process personal information in South Africa, the United Kingdom, the European Economic Area, the United States and other countries. Where Applicable Data Protection Law restricts an international transfer, Teneo will use a lawful transfer mechanism or safeguard where required, which may include an adequacy decision, standard contractual clauses, a United Kingdom international data transfer agreement or addendum, binding contractual protections, consent where legally valid, or another permitted mechanism.

12. Retention

Teneo will retain personal information only for as long as reasonably necessary for the purpose for which it was collected or another lawful purpose. In setting retention periods, Teneo may consider the duration of the enquiry or enrolment relationship, the nature and sensitivity of the information, educational and safeguarding recordkeeping needs, Examination Body requirements, tax and accounting duties, security and fraud-prevention needs, limitation periods, potential disputes and legal or regulatory requirements.

Enquiry and marketing information may be retained while a relationship remains active and for a reasonable period thereafter; Pupil, academic, safeguarding and disciplinary records may be retained after enrolment where needed for educational records, certification, references, safeguarding, complaints or legal claims;

recordings may be retained while they remain useful for authorised educational, quality, safeguarding or training purposes and will be subject to periodic review; and financial records will be retained for applicable accounting and tax periods. Teneo may retain suppression records to honour marketing opt-outs and may retain anonymised information indefinitely.

13. Security and incidents

Teneo will use appropriate and reasonable technical and organisational measures designed to protect personal information against accidental or unlawful loss, destruction, alteration, unauthorised disclosure or access. No system is completely secure. Where a personal information breach occurs, Teneo will investigate and notify affected persons and regulators where required by applicable law

14. Rights and complaints

Subject to applicable law and any lawful limitation, a person may have the right to request access to, correction of or deletion of personal information; restrict or object to processing; receive portable information; withdraw consent; object to direct marketing; and request human intervention in relation to a qualifying automated decision. Requests may be submitted to help@teneoeducation.com.

Teneo may verify identity and authority before acting and, in the case of a minor Pupil, may require the request to be made or authorised by a Parent. A person may also complain to the Information Regulator of South Africa, the United Kingdom Information Commissioner, an applicable European supervisory authority or another competent regulator.

15. Accuracy, cookies and updates

Parents and Major Pupils must ensure that personal information provided to Teneo is accurate and up to date and must promptly disclose information reasonably required regarding educational history, learning-support needs, medical conditions, mental health, behavioural concerns, safeguarding concerns, guardianship arrangements and any court order relevant to the Pupil's schooling. Teneo may not be able to provide appropriate support or comply with its obligations where material information is withheld or inaccurate.

Teneo may use cookies and similar technologies on its websites and portals for essential operation, security, preferences, analytics and marketing. Where applicable law requires consent for a non-essential technology, Teneo will seek that consent through the relevant cookie or preference tool. Users may adjust available settings, although disabling essential technologies may prevent parts of a service from functioning.

Teneo may update this notice as its services, technology or legal obligations evolve. Material changes will, where reasonably practicable, be notified through the website, portal or email. Continued use after the effective date of an update constitutes acknowledgement of the updated notice, but does not create consent where applicable law requires a separate affirmative action.