# Terms of service

2026–2027 school year · Last updated September 2026 · Last reviewed September 2026

For Maths Hub, see the Maths Hub terms of service.

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**Third Space Learning UK terms of service – one-to-one AI tutoring service**

## 1. Who we are

We are **Virtual Class Ltd** (trading as **Third Space Learning**), registered in England & Wales as company no. 08260115 and with our registered office address at 68 Hanbury Street, London, E1 5JL (referred to as "**we**" and "**us**").

## 2. The service we provide

We provide a proprietary online education platform for use by schools to assist with student development and learning by providing access to personalised teaching by connecting students with an Artificial Intelligence Tutor called Skye that has been developed by UK maths teachers and pedagogical experts and is delivered in Third Space Learning's secure online classroom (referred to as the "**service**").

The service is delivered in Third Space Learning's secure online classroom. It is provided via our main website and various subdomain applications, including but not limited to:

- **Main Website:** https://thirdspacelearning.com
- **Applications:** https://app.thirdspacelearning.com
- **Student Portal:** https://student.thirdspacelearning.com
- **Teacher Portal:** https://teacher.thirdspacelearning.com
- **Online classroom - Schola:** https://schola.thirdspacelearning.com

## 3. These terms and the basis on which the service is provided

These are the terms on which we provide the service to the school or other academic institution (referred to as "**you**") that registers to receive and orders the service from us. In registering to receive and ordering the service from us, you enter into an agreement with us on the basis of these terms (referred to as the "**agreement**"). This agreement to provide the service is between us and you, and you are responsible for ensuring that the service is used (by you, as well as by your teachers and students) in accordance with this agreement and for paying for the service you have ordered accordingly. We do not enter into any agreement with regard to the service with anyone other than you. You may only use the service on the basis of this agreement.

## 4. Glossary of terms used

For ease of reference, a glossary of the defined terms used in this agreement is set out in appendix 1 to these terms.

## 5. What the service includes

The service includes:

(a) the facility for teachers to book online tutoring sessions for students (each referred to as a "**session**"). The lessons taught in each Session will be part of a wider set of lessons that cover a set curriculum (a "**programme**") as part of a subscription purchased by you (a "**subscription**");

(b) the provision of sessions to students in accordance with bookings made by teachers; and

(c) the provision of tools and reports that enable schools to analyse assessment and attainment data for students as well as groups of students to determine patterns and trends that may be evident.

(d) the provision of access for teachers to primary and secondary maths teaching resources and continuing professional development modules via a premium subscription to our online learning hub – Third Space Maths Hub ("**TSL maths hub**").

New facilities may be added by us to the service from time to time, in which case the service will be treated as including those new facilities accordingly and you will be provided with access to them (subject to any additional terms applying to the use of the new facilities concerned).

## 6. Who may use the service

The only people who may use the service (each referred to as a "**user**") are:

(a) your teachers or other employees; and

(b) your students;

who have (in the case of your teachers or other employees) been registered and authorised by you to use the service or (in the case of your students) are allowed to use the service by your teachers or other employees. The individual (referred to as the "**purchaser**") who orders the subscription must nominate a lead user (referred to as the "**lead teacher**") who will be responsible for administering the use of the service on your behalf and who will be our primary point of contact in relation to the management and administration of the service by us.

## 7. Who may not use the service

Only people who are for the time being your teachers, other employees or students may use the service. After a teacher, employee or student leaves you, you must make sure that you cancel any registration that they may have to use the service, and they may no longer use the service. If because you have failed to cancel their registration any of your former teachers, employees or students continue to use or access the service after they have left you (other than via an agreement between us and any other school that they join), you will remain responsible for paying for the use concerned and we may charge you accordingly in accordance with this agreement. We are not liable or responsible for any unauthorised access to your account of data by any former teacher, employee or student because you have failed to cancel their registration. If you ever need any support in cancelling their registrations or removing users, our friendly support team is available at teacher@thirdspacelearning.com, or via phone or live chat.

## 8. Arrangements for use of the service

In order for you to use the service:

(a) You must place an order with us to purchase a subscription and agree to pay for the subscription purchased in accordance with the terms of this agreement.

(b) You will need to register for the service before you can use it for the first time.

(c) You must set up an account for each user who you wish to access the service. Each account must be connected to a single user and you must provide information specified as being mandatory by us in order to complete the sign-up process (you may choose whether or not to provide any information we request but which we do not specify as being mandatory).

(d) You must set up an account for each user who you wish to access the TSL maths hub. Each account must be connected to a single user, for whom you must provide the user's full legal name, a valid email address (which will be used as the user's username for the purpose of accessing the service) and any other information specified as being mandatory by us in order to complete the sign-up process (you may choose whether or not to provide any information we request but which we do not specify as being mandatory).

(e) Your lead teacher ensures that all information necessary for the delivery of the service is provided for each student selected for a programme.

To facilitate your use of the service:

(f) We will appoint a key contact (referred to as the "**account manager**") who will be your principal point of contact for the management and administration of the service.

## 9. Things you must ensure in relation to your use of the service

You must:

(a) Ensure that:

(i) usernames and passwords are entered correctly to gain access to the service;

(ii) users do not share their username and passwords;

(iii) information technology set up and guidance provided by us has been followed, completed and tested by you prior to the relevant programme start date and thereafter throughout the provision of the service. This includes running the automated network tests on the teacher platform;

(iv) information technology and online quick tip help functions are followed so that each session is successfully launched and completed;

(v) all local computers and headsets to be used for each session are operating properly including all operating systems, network connections and/or ISP connectivity;

(vi) teachers' quick tips are followed to ensure a full and proper learning experience for students; and

(vii) all sessions are attended by the students for whom the relevant sessions have been arranged.

(b) Ensure that users maintain the security of their account login information, including their username and password ("**credentials**"). We are entitled to assume that any use of the service involving use of any credentials allocated to any of your users is in use by the users concerned, and you will be liable to us accordingly. Anyone using the service who inputs valid teacher credentials will be assumed by us to be authorised to book, reschedule, and/or cancel sessions, whether or not they are actually authorised by you to do so.

(c) Notify us immediately if you have any reason to believe that the secrecy or security of any user's credentials has been compromised.

(d) Notify us as soon as possible if you wish to reschedule sessions (for example, because the sessions fall on a school inset day or there is some other reason that you are unable to run sessions on that specific day). If you need to reschedule sessions, you must do so by emailing, telephoning us, or using live chat when logged in to the platform.

(e) Ensure that the users comply with the terms of this agreement and that users do not access or use the service otherwise than in accordance with the terms of this agreement.

(f) Ensure that users use the service in a reasonable and appropriate manner, and do not use the service for any illegal or unlawful purpose

You will indemnify us against any loss that we suffer or incur as a result of any breach by you of any of the terms of this clause 9.

## 10. Availability of the service

We will use our reasonable endeavours to make the service available during school hours and, where requested, evenings and weekends, throughout the duration of your contract.

We may suspend access for maintenance/improvements with prior notice where possible, without liability for brief interruptions. Access to the service may be temporarily suspended for maintenance or system improvements. We will provide prior notice of such suspensions where feasible. We shall not be held liable for brief interruptions of service.

## 11. Fees, invoicing and payment

Fees are payable by you in respect of the subscription that you book. Unless we expressly agree otherwise, all fees will be calculated and paid in pounds sterling, and all fees are in any case subject to value added tax (VAT), or any other applicable sales tax which shall be paid by you at the prevailing rate and in the manner for the time being prescribed by law.

The fees for subscription, exclusive of VAT, are as set out in the order confirmation (the "**order confirmation**"), to which these terms and conditions are attached, or in a confirmation email sent to the purchaser.

The order confirmation shows the total fees (the "**fees**") payable by you for the service exclusive of VAT.

We are required, under VAT legislation, to charge VAT @ 20% on the fees for the service. You are able to recover in full any VAT charged pursuant to s.33 of the VAT Act 1994 for Local Authority schools, or s.33B of the VAT Act 1944 for Academy schools, as a cost directly attributable to your non-business activity of the free supply of education to pupils.

The order confirmation sets out when we will invoice for services specified on the order confirmation.

Invoices must, unless otherwise agreed in writing by us be paid in full as per the due date on the invoice which will be no shorter than 14 days after the date of the invoice.

We reserve the right to amend or revise the timing of issuing invoices following discussion with you.

Should a purchase order number be required on the invoice, the purchase order number for the services is to be emailed to finance@thirdspacelearning.com no later than 7 days after receipt of the order confirmation.

We may increase our fees at any time but this will not affect the fees charged for services on an order confirmation that is dated before the date on which any notice of increase comes into effect as fees for subscription once booked remain fixed for the duration of the subscription concerned. All fees are non-refundable except to the extent that we expressly and specifically agree otherwise.

## 12. Six-week money-back guarantee

We offer a money-back guarantee (the "guarantee") on the first tutoring subscription that you purchase from us. The guarantee does not apply to a TSL Maths Hub subscription bought on its own.

(a) The guarantee applies only where, within the guarantee period, you notify us in writing that you are dissatisfied with the service, giving your reasons. Notice should be sent to your assigned account manager, copying finance@thirdspacelearning.com.

(b) The "guarantee period" is the six weeks starting from your pupils' first tutoring session (whether that session was booked in advance or taken on demand).

(c) To claim the guarantee, you must have:

  (i) completed an onboarding training call with us before the guarantee period started;

  (ii) met your obligations under clause 9 throughout the guarantee period;

  (iii) promptly told us about, and worked with us to fix, any technical or delivery problems during the guarantee period; and

  (iv) run sessions, and had pupils attend them, throughout the six weeks (whether the sessions were scheduled or taken on demand). We won't count it against you if a pupil misses a session because they're off school for reasons outside your control.

(d) You must have paid your invoice for the subscription in full. If you haven't paid it, you can't claim the guarantee, and you'll still need to pay the invoice regardless.

If all of the above conditions are met, we'll cancel the subscription and refund what you've paid for it. This is the one exception to the rule in clause 11 that fees are non-refundable.

## 13. Complaints

Should you feel at any time during that you have a reason for complaint or a concern regarding the quality of our service provision, in the first instance you should contact your account manager. If you are still not satisfied, or if you would prefer to discuss your concerns with a senior manager, the complaint will be dealt with by the Head of Customer Support.

We will, working with you, endeavour to resolve the complaint or concern professionally and fairly within 28 days of it being made. Our complaints policy can be viewed here.

## 14. Warranties

We warrant that:

(a) the service will operate in all material respects as described on our website by means of which the service is accessed;

(b) we will provide the service with reasonable care and skill and by means of appropriate qualified personnel;

(c) our AI tutor has been created using the guidance contained in the Department for Education (DfE) note on the “use of generative artificial intelligence (AI)” and has the appropriate measures to ensure students are safeguarded, including preventing access to harmful online content, their data privacy is protected the curriculum used aligns with the UK maths curriculum

Except as expressly set out otherwise in this agreement, no implied conditions, warranties or other terms, including any implied term relating to satisfactory quality or fitness for any purpose, will apply to the service or to anything else supplied or provided by us under this agreement.

## 15. Non-exclusive licence for the Third Space Learning Maths Hub

(a) If you have an annual paid licence, the service provides you with an included premium subscription to the TSL Maths Hub and we grant you a non-exclusive, non-transferable, revokable licence to access and/or use the TSL Maths Hub services and resources in accordance with the terms of this agreement. This licence is personal to you and will remain in effect for the term of this agreement.

(b) You agree to use the TSL Maths Hub services and resources for only your use and that you will not provide access to TSL Maths Hub services or resources to anyone who is not employed by you. The licence giving access to TSL Maths Hub services and resources is given solely to the school or academic institution purchasing the service and cannot be shared with schools or other academic institutions within the academy trust or federation. In the event that TSL Maths Hub services or

resources are transferred to any party who has not entered into this agreement, you will be liable for the cost of a TSL Maths Hub subscription for each and every breach.

You have no right to retain access to any materials or resources downloaded from the TSL Maths Hub after termination of the service unless you retain an active tuition subscription or paid TSL Maths Hub subscription.

## 16. Intellectual property rights

The intellectual property rights in the service (including any content provided by us by means of the service) belong to us or our licensors. You may not, without our prior written consent, distribute to any third party or otherwise communicate to the public any content used, accessed and/or obtained via the service.

## 17. Third party intellectual property rights

We will indemnify you against any claim that the use of the service by you in accordance with this agreement infringes the intellectual property rights of a third party provided that:

(a) You notify us promptly of any such claim.

(b) You do not make any admissions in relation to the claim.

(c) You give us control of dealing with the claim on your behalf.

(d) You provide us with all assistance reasonably requested by us in dealing with the claim.

This indemnity shall not apply to any claim to the extent that it results from:

(e) Any use of the service by you other than in accordance with the terms of this agreement.

(f) Any change to the service not made by us.

(g) The combination of the service with any third party product and/or service unless and to the extent that the product or service concerned is also provided by us.

## 18. Data protection

The terms set out in appendix 2 will apply in relation to any personal data that is processed in the context of this agreement.

Our data sharing agreement (included as Appendix 3) sets out the framework for the sharing of personal data between the Parties as data controllers and the principles and procedures that shall be adhered to by both parties and the responsibilities the parties owe to each other.

# 19. Safeguarding

We take our responsibilities for children's safeguarding seriously and, while our employees and contractors do not come into contact with children in the normal course of their work, we have adopted the following measures:

(a) We follow the recommendations of section 3 of Keeping Children Safe in Education in recruiting staff. The measures include carrying out identity checks, obtaining a DBS check including against the Children's Barred List where appropriate, obtaining two references which include confirmation that the employee is suitable to work with children and checking for gaps in work history

Although none of TSL's staff has any direct contact with children in our day-to-day work, some staff do undertake occasional school visits and speak to children who are receiving maths tutoring. In addition, we have child safeguarding obligations in how we design and run our services. We therefore commit to check that every TSL employee has a DBS check. In addition, we commit to check that every TSL employee has a Barred List check if they classify for one as KCSIE defines roles that meet the legal definition of regulated activity requiring a Barred List check in the UK. We also check every TSL employee has no criminal record in the UK or in the country that they are based (using the equivalent of the UK's DBS check in each country we work with), has references taken and checked, we check for any gaps in employment history and employees must be deemed, through interviews and reference checks, suitable for working with children.

(b) We train and ensure our staff are aware of their safeguarding responsibilities including making them attend dedicated safeguarding course(s), reading KCSIE (part one), reading the PREVENT duty and reading our safeguarding policies and procedures;

(c) We have a trained Designated Safeguarding Officer (DSO) and deputy DSO, maintain a safeguarding incident log and have policies for Safeguarding, Safer Recruitment, Behaviour towards Children and Whistleblowing and review these annually;

(d) Ensuring children's safety is a core component of the design of our service. The safeguarding measures taken include:

i) restricting data provided to the AI tutor so that they only know the pupil's first name (and not the child's family name, the name of the school or the school's location);

ii) restricting interaction in the tuition session to voice only (the visual component is a shared whiteboard) and there is no mechanism for a camera to send images or videos, so no visual record of the pupil is taken;

iii) We record sessions and check a random sample of sessions and investigate any unusual interactions to ensure pupils are safeguarded.

iv) We operate a red flag policy - this is based on our our robust monitoring system which automatically identifies and escalates concerns, categorised from 1 (most severe) to 5 (least severe): these include

(1) Safeguarding concern (most severe)

(2) Disruptive behaviour (severe)

(3) Pupil distress

(4) Disruptive behaviour (mild)

(5) Student frustration

These trigger immediate alerts for review in near-live time before escalating to the school's Designated Safeguarding Lead (DSL) if deemed necessary.

We recognise that you are much better to investigate and resolve safeguarding concerns that may arise when a pupil discloses a safeguarding issue during their time with the AI tutor:

(e) You are better able to decide on the severity of the safeguarding disclosure made and the appropriate actions to be taken after a safeguarding disclosure as:

i) We have limited knowledge of the pupil: their friends, their behaviour outside of the online tuition, how they react around other children etc;

ii) We do not have knowledge of the pupil's home situation, past record of behaviour; and

iii) We do not have any relationships with the local police force, social services or healthcare providers.

(f) We therefore will record and pass all safeguarding concerns to you as soon as practical and thereafter follow your lead.

i) Our staff, who have had safeguarding training, will decide whether the disclosure is urgent and requires communication with you by a phone call or less urgent and can be communicated to you by email; and

ii) We will follow your instructions, if any, on actions to be taken by us relating to safeguarding. This could include sending the recording of the session to you.

Our policy on safeguarding children is available on our website and can be viewed here.

# 20. Confidentiality

We will keep confidential any confidential information which you provide to us in connection with the service and you will do the same in relation to any confidential information which we provide to you. Confidential information will include all information marked as being confidential and any other information which ought reasonably to be assumed to be confidential. The obligations as to confidentiality set out above will not apply to any information to the extent that it is:

(a) Available to the public other than because of any breach of this agreement or other obligation of confidentiality.

(b) When it is supplied, already known to whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.

(c) Independently obtained by whomever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.

(d) Required to be disclosed by law or by any court or tribunal with proper authority to order its disclosure.

We may disclose your confidential information to any sub-contractors of ours who need to have access to it in order to carry out any obligations that are sub-contracted to them, but in that case we will ensure that the relevant sub-contractor enters into confidentiality obligations with us on substantially the same terms as in this agreement.

## 21. Renewal and termination

The Agreement under which we provide the service will come into effect on the date indicated on the order form, or the date on which an order confirmation is sent, or a contract is signed (whichever is earliest). The subscription and service will begin on the date indicated on the order form, order confirmation, or contract ("Subscription Start Date"). The service runs from the Subscription Start Date for the number of months specified on the Order Form (the **"**Initial Term**"**). At the end of the Initial Term, your subscription will automatically renew for further periods equal to the Initial Term, or for 12 months (whichever is the longer time period) (each a **"**Renewal Term**"**) unless either party gives notice of termination before the relevant renewal date. We will provide reminders and notifications before any renewal. You may provide notice or opt-out of auto-renewal when purchasing your Initial Term. If no timely notice is given, the Agreement continues as a rolling contract on the same package and for the same duration as the Initial Term or for at least twelve months (whichever is longest). The Agreement ends once:

(a) all obligations under the Initial Term and any Renewal Terms have been met, **or**

(b) it is earlier terminated in accordance with this clause.

Notwithstanding this, this agreement may be terminated as follows:

(a) Either you or we may terminate this agreement immediately by notice to the other:

  (i) if the other has committed a material breach of this agreement and (in the case of a breach capable of remedy) has failed to remedy the breach within 30 days of being requested to do so by the party not in breach; or

  (ii) if the other is subject to an insolvency event.

  In either such case, the agreement will terminate immediately.

(b) We may terminate this agreement immediately by notice to you if you breach any of the terms set out in clause 9.

We may suspend your access to the service in any circumstances in which we would otherwise be entitled to terminate this agreement under clauses (a) or (b) above or if you fail, despite repeated requests, to pay amounts invoiced and due under this agreement and the order confirmation.

On termination of the agreement for any reason:

(a) You shall immediately stop using the service;

(b) We shall not be under any obligation legal or otherwise to continue with, or complete any services yet to be delivered under the order confirmation;

(c) Conditions which expressly or by implication survive termination shall continue in full force and effect.

## 22. Liability

We do not exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation. Subject to that:

(a) The service uses Artificial Intelligence (AI) and may contain errors, it is therefore a complementary tool to the curricular activities undertaken at school. We do not guarantee the level of performance or improvement of a student through use of the service and will not be liable (whether due to breach of contract, negligence or for any other reason) for the failure of a student to attain any particular standard or academic results. We will not be liable (whether due to breach of contract, negligence or for any other reason) for any:

(i) loss of profits or revenue;

(ii) loss of, or damage to goodwill; or

(iii) indirect, consequential or special loss.

(b) Our liability under or in relation to this agreement or the service (and whether such liability arises due to breach of contract, negligence or for any other reason) shall be limited as follows:

(i) in relation to any given subscription booked by you, to the fee paid or payable for the subscription concerned.

(ii) in the aggregate (and in respect of all subscription and claims under this agreement) to a total of £100,000.

## 23. Miscellaneous terms

In relation to this agreement:

(a) We may sub-contract the performance of any of our obligations, but we will remain responsible to you under this agreement for performance of the obligations concerned in accordance with the terms of this agreement.

(b) You may not assign your rights under this agreement without our prior consent (not to be unreasonably withheld).

(c) Neither you nor we will be liable for any breach of this agreement (other than in relation to obligations as to payment) arising due to circumstances beyond the reasonable control of the party concerned.

# 24. Fair Usage Policy

(a) The Service is priced on the assumption of reasonable, human-driven use. This clause safeguards the platform against automated or excessive activity (e.g., bot-generated bookings) and helps keep programme costs sustainable for every school.

(b) For each "School Year" (1 September to 31 August) the Customer may attend up to 7,000 tutoring sessions without additional restriction ("Fair-Usage Threshold"). Exceeding this figure would require booking over 200 sessions every teaching week - approximately twenty times the tutoring volume delivered by a typical school using traditional human tutoring - so the threshold should rarely be reached.

(c) Usage is monitored continuously. If the Customer's attended sessions approach, or are reasonably forecast to exceed, the Fair-Usage Threshold, the Customer's Account Manager will contact the school to agree a plan for the remainder of the School Year.

(d) Where the Customer's usage is likely to considerably exceed the Fair-Usage Threshold and the parties cannot agree a mutually acceptable plan, Third Space Learning reserves the right (on at least 7 days' written notice) to restrict the number of further sessions that may be booked and/or attended until the earlier of the start of the next School Year (i.e., renewal date); or the parties agreeing in writing to purchase additional capacity.

Any restriction will be proportionate to the excess usage forecast.

(e) *Counting Rules.* An "attended session" means a scheduled tutoring session in which at least one pupil joins for any part of the allotted time. Cancelled or unattended bookings do not count toward the Fair-Usage Threshold.

(f) *No Waiver of Rights.* Nothing in this clause limits the Customer's contractual or statutory rights to purchase extra sessions by separate agreement, nor does it limit either party's rights under clause 22 of these Terms.

## How fair usage protects your school and others

- **Bot prevention & safeguarding** – unusual spikes in usage can indicate automated activity or account misuse; monitoring helps us keep the platform safe.
- **Cost control** – by ensuring no bot or single school places disproportionate demand on expensive AI models, we keep per-session pricing affordable for all schools to benefit from.

# 25. Notices

Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

(a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom;

(b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;

(c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied.; and

(d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

## 26. Updates

The terms and conditions as appended to the order confirmation will be those that apply to the agreement between us and you on the date of commencement of the subscription purchased.

We may change these terms at any time by notice to you. The updated terms will then apply with effect from the date on which they are published on our website, or you receive the notice and in relation to the service and sessions provided by us after that point, provided that:

- The updated terms will not apply prior to the date on which you receive the relevant notice (so the service provided up to that point will be subject to the terms as they applied prior to the update). If you are using our human tutoring service, your existing terms of service will apply until a switchover event where you have moved on to our AI service and from that date, these terms of service will apply.
- If you do not wish to accept future substantial amendments to terms of service, then you may terminate this agreement by notice to us, in which case any outstanding programmes in the subscription purchased will be cancelled and we will refund you on a pro-rata basis in respect of any fees you have already paid in relation to the programmes concerned to the extent that the fees relate to any undelivered portion of the subscription. You must exercise this right of termination within 10 days of the date on which you receive notice of the updated terms, failing which the right of termination will lapse and this agreement will continue in effect subject to the updated terms. If we continue to provide tutoring services, or you continue to access the tutoring platform after the date on which such terms of service changes take place, we will take that as your acceptance of the changes

## 27. Law

This agreement and the order confirmation contain the complete and exclusive statement of the agreement between us and you, and supersede all prior proposals, understandings and all other agreements oral or written in respect of the service.

This agreement will be governed by English law. In relation to any dispute relating to this agreement, the parties submit to the exclusive jurisdiction of the English courts.

If any of the terms in this agreement are held to be unenforceable, invalid or illegal for any reason, the enforceability, validity and legality of the remaining terms of this agreement shall in no way be affected or impaired thereby and will continue in full force. If any unenforceable, invalid or illegal provision would be enforceable, valid or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

The failure of either us or you to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

# APPENDIX 1 – DEFINITIONS AND INTERPRETATION

## 1. Defined terms

1.1 *Defined expressions*

Expressions used in these terms that have particular definitions are as follows (reference to clause numbers being to clause numbers in the body of these terms unless stated otherwise):

| | |
|---|---|
| **account manager** | defined in clause 8(i); |
| **credentials** | defined in clause 9(b); |
| **data protection regulations** | all laws and regulations applicable to any personal data processed under or in connection with this agreement, including but not limited to:<br>• the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR"), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;<br>• the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and<br>• all other legislation, associated code of practice or binding guidance issued by any relevant supervisory authority implementing or supplementing either of the forgoing;<br><br>all as amended, re-enacted and/or replaced and in force from time to time; |
| **fees** | means the total charges payable by you for the service (exclusive of VAT); |
| **initial term** | the initial term shall commence immediately and continue in full force and effect for the minimum term for which you have entered into an agreement, unless terminated in accordance with clause 21; |

| | |
|---|---|
| **lead teacher** | defined in clause 6; |
| **order confirmation** | the order form sent to the purchaser by us setting out details of the subscription purchased and the fees for the service; |
| **programme** | means a block of sessions following a specific curriculum or connected set of topics; |
| **purchaser** | means the individual who has ordered the subscription and agreed to pay for the subscription on your behalf; |
| **renewal term** | each successive auto-renewal forms an additional renewal term for the same duration as the Initial Term, unless terminated in accordance with clause 21; |
| **school hours** | means 8.00am to 5.30pm Monday to Friday during a school term; |
| **school term** | means the autumn, spring or summer term of a school academic year, as appropriate; |
| **service** | defined in clause 2; |
| **session** | an online tutoring session for students; |
| **subscription** | access to our digital platform that provides math tuition sessions to students |
| **teacher** | teachers or classroom assistants authorised by you to book sessions and otherwise access the service on your behalf; |
| **TSL maths hub** | defined in clause 5(d; |
| **we, us** | Virtual Class Ltd trading as Third Space Learning; |
| **you** | the school or other academic institution that is our client. |

1.2 *Expressions from the data protection regulations*

When used in these terms, the following expressions shall have the same meaning as in the data protection regulations:

- **personal data**;
- **controller**;
- **processor**;
- **processing**; and
- **supervisory authority**.

1.3 *Insolvency event*

The term "**insolvency event**" in relation to a person means any of the following events:

(a) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person;

(b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person;

(c) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (except that, for the purposes of this agreement, the reference to £750 in section 123(1) of that Act shall be construed as a reference to £10,000);

(d) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator;

(e) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or

(f) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.

## 2. Interpretation

2.3 *Interpretation*

In this agreement, unless it specifically says otherwise:

(a) reference to a person includes a legal person (such as a corporation or limited company) as well as a natural person;

(b) reference to these terms includes reference to the appendices and appendices and other documents attached to them or incorporated by reference into them (all as amended or added to from time to time);

(c) reference to "including" shall be treated as being by way of example and shall not limit the general applicability of any preceding words;

(d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation;

(e) references to clause numbers or appendices shall be to those in these terms; and

(f) reference to these terms shall include reference to them after having been amended, added to or replaced by new terms.

2.4 *No partnership*

Except to the extent that this agreement expressly says otherwise, nothing in this agreement shall create a partnership between the parties or give the rights of a partner to either party.

# APPENDIX 2 – DATA PROTECTION

## 1. Compliance with regulations

In relation to any processing of personal data under or in relation to this agreement, we and you will each comply with (and shall ensure that our or your staff and/or subcontractors comply with) our respective obligations under the data protection regulations.

## 2. Privacy policy

Personal data processed by us in relation to this agreement or the service will be processed in accordance with our privacy policy, which is accessible via our website (and may be updated from time to time).

## 3. How we process personal data in relation to contracts

Although in providing the service we may in some respects process personal data in accordance with our agreement with you, because we determine how we use information you provide or we collect in the course of providing the service, what information is collected and the manner in which the service is performed and how the results of the tutoring sessions are reported to you, we will in general normally be a data controller in relation to the relevant data processing rather than a data processor (even though the purpose the data will be used for may in part have been agreed with you). This is in line with the relevant guidance from the Information Commissioner regarding data controllers and data processors, which can be found on the Information Commissioner's website at www.ico.org.uk.

In relation to this agreement, each of us must comply with our obligations as a data controller when acting in that capacity in relation to any data processing related to this agreement which, in our case, will include ensuring that relevant personal data are:

- not processed except for the specified, explicit and legitimate purposes set out in this agreement or our privacy policy and are not processed in a manner that is incompatible with those purposes;
- kept in a form which permits identification of relevant data subjects for no longer than is necessary for the purposes for which the personal data are processed (although personal data may be stored for longer periods for statistical or research purposes in accordance with this agreement, subject to implementation of the appropriate technical and organisational measures to safeguard the rights and freedoms of the relevant data subjects); and
- processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

## 4. Data processing

If and to the extent that we will be acting as a data processor on your behalf in relation to the processing of any personal data, this will be agreed in writing and the agreement will also describe the processing concerned.

## 5. Obligations in any circumstances in which are acting as a data processor

In any circumstances in which we are acting as a data processor on your behalf in relation to the processing of personal data (which will be agreed in writing if that is the case), we shall:

- Process the personal data (including when making an international transfer of the personal data):
    - only to the extent necessary in order to provide the service; and
    - in accordance with the terms of this agreement and your written instructions from time to time;

  unless otherwise required by law. Where we are required by law to process the personal data otherwise than as provided by this agreement, we will notify you before carrying out the processing concerned (unless the law also prevents us from doing so for reasons of important public interest).
- Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks that are presented by the processing, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed under this agreement.
- Take all reasonable steps to ensure that only authorised personnel have access to the personal data and that any persons whom we authorise to have access to the personal data will respect and maintain all due confidentiality in relation to the personal data (including by means of an appropriate contractual duty of confidentiality where the persons concerned are not already under such a duty under the law).
- Not engage any sub-processors in the performance of the service without your prior written consent and otherwise in accordance with these terms at all times.
- Immediately notify you if, in our opinion, any instruction given to us infringes the data protection regulations.
- Where applicable in respect of any personal data processed under this agreement, co-operate with and assist you in ensuring compliance with:
    - your obligations to respond to requests from any data subject(s) seeking to exercise its/their rights under Chapter III of the UK GDPR, including by notifying you of any written subject access requests we receive relating to your obligations under the data protection regulations; and
    - your obligations under Articles 32 – 36 of the UK GDPR to:
        - ensure the security of the processing;
        - notify the relevant supervisory authority, and any data subject(s), where relevant, of any breaches relating to personal data;
        - carry out any data protection impact assessments of the impact of the processing on the protection of personal data; and
        - consult the relevant supervisory authority prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by you to mitigate the risk.

- Ensure that any sub-processor we engage to provide any services on our behalf in connection with this agreement does so only on the basis of a written contract which imposes on such sub-processor terms equivalent to those imposed on us in this appendix or such other alternative terms as may be agreed with you (the **relevant terms**). We shall procure the performance by the sub-processor of the relevant terms and shall be directly liable to you for:
    - any breach by the sub-processor of any of the relevant terms;
    - any act or omission of the sub-processor which causes us to be in breach of this agreement or either you or us to be in breach of the data protection regulations.

  Where you have given a general authorisation to us to engage sub-processors, then prior to engaging a new sub-processor under the general authorisation we will notify you of any changes that are made and give you an opportunity to object to them.
- Allow you to monitor and audit our compliance with the data protection regulations and our obligations in relation to data processing under this agreement at any time during working hours. We will provide you promptly with all access, assistance and information that is reasonably necessary to enable the monitoring and audits concerned. If you believe that an on-site audit is necessary, we will give you reasonable access to our premises (subject to any reasonable confidentiality and security measures), and to any stored personal data and data processing programs we have on-site. You are entitled to have the audit carried out by a third party.
- If we transfer any personal data we are processing on your behalf:
    - to countries that do not have an “adequacy regulation” by the UK Government allowing personal data to be transferred or made accessible without additional requirements or safeguards being needed to protect the data transferred; or
    - to any third party (which shall include any of our affiliates) where such third party is located in a country that does not have an “adequacy regulation” by the UK Government allowing personal data to be transferred or made accessible without additional requirements or safeguards being needed to protect the data transferred;

  we shall in advance of any such transfer seek your written instructions.
- Upon completion of the relevant services, we will at your discretion:
    - delete; or
    - return to you;

  all personal data (including copies) processed under the relevant contract, except to the extent that we are required by law to retain any copies of the personal data concerned.

# APPENDIX 3 – DATA SHARING AGREEMENT (PUPIL PERSONAL DATA)

PARTIES

(a) **VIRTUAL CLASS LIMITED**, whose company number is 08260115 and whose registered office is at 68 Hanbury Street, London, E1 5JL ("**TSL**", "**we**" or "**us**"); and

(b) {{field1}} of

{{field2}}

(the "School", "you" or "your").

INTRODUCTION

A. We provide schools with access to affordable personalised one-to-one teaching for pupils through our interactive online classroom by connecting pupils with our Artificial Intelligent maths tutor and provide tools and reports enabling teachers to analyse assessment and attainment data for pupils as well as groups of pupils (the "**Service**").

B. By signing the Order Confirmation attached to this Data Sharing Agreement, you have entered into a contract on the basis of the above TSL's terms of service (the "**Service Contract**") with TSL for provision of the Service; this Agreement is intended to form part of the Service Contract and to remain in effect as part of the Service Contract until the termination of the Service Contract in accordance with its terms.

C. For provision of the Service, the Parties agree that it is necessary for the School to share personal data of pupils with TSL and therefore you agree to share the Agreed Data with us for the Agreed Purposes.

D. This Agreement sets out the framework for the sharing of the Agreed Data between the Parties as data controllers and the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe to each other.

AGREED TERMS

## Definitions and Interpretation

**In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:**

| | |
|---|---|
| Agreed Data | the personal data of pupils (as described in Appendix A) relating to pupils shared by the School with Third Space Learning and by Third Space Learning with the School for the Agreed Purposes. |
| Agreed Purposes | means for the purposes of:<br>• provision of the Service; and<br>• the Social Purpose. |

| | |
|---|---|
| “appropriate technical and organisation measures”, “data controller”, “data processor”, “data subject”, “personal data”, “process” “special category personal data” | shall have the same meaning given to it in the Legislation and related expressions including process, processed and processed shall be construed accordingly. |
| Legislation | all laws and regulations applicable to any personal data processed under or in connection with this agreement, including but not limited to:<br>• the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;<br>• the Data Protection Act 20182018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; and<br>• all other legislation, associated code of practice or binding guidance issued by any relevant supervisory authority implementing or supplementing either of the forgoing;<br><br>all as amended, re-enacted and/or replaced and in force from time to time; |
| Party or Parties | TSL and/or the School. |
| Permitted Recipients | the Parties to this Agreement, the employees of each Party, any third parties engaged to perform obligations in connection with this Agreement. |
| School | where appropriate references to School shall mean for a:<br>• maintained school – the governors;<br>• academy – the trustees; and<br>• multi-academy trust – the multi-academy trust. |
| Service | as defined in clause (A) of the Introduction. |
| Service Contract | as defined in clause (B) of the Introduction. |
| Social Purpose | as defined in Clause 2.3. |

| | |
|---|---|
| TSL Platform | an interactive cloud-based online platform incorporating classroom for delivery of tuition linked to a curriculum taxonomy and pedagogical content system. |

## Status of this Agreement and the purposes of processing

This Agreement will be treated as forming part of the Service Contract and will remain in effect as part of the Service Contract until the Service Contract is terminated in accordance with its terms; part of the Agreed Purposes is to enable the provision of the Service by TSL in accordance with the Service Contract.

The Parties consider that the sharing of the Agreed Data is necessary for the Agreed Purposes and in the best interests of: i) pupils participating in the Service by providing access to one-to-one targeted online maths tuition; ii) the School and TSL in meeting the public interest requirement (provision of education to children) in a cost-efficient manner; and iii) TSL in achieving its social purpose of, per the objects clause in our articles: “primarily to advance for public benefit, industry, commerce and social enterprise for the learning and education of children and others".

The Agreed Data is shared by you with us for the Agreed Purposes as the Service gives pupils access through our interactive online classroom to our AI maths tutors giving them the opportunity to question and discuss concepts in maths, building their confidence and understanding and for teachers to measure progress and attainment of individual pupils as well as groups of pupils to determine patterns and trends that may be evident to inform, inter alia, student groups and differentiate teaching for individual pupils. Lessons are recorded (on-screen interaction and live conversations between pupil and the AI tutor) and we use the recordings to monitor and track progress; provide feedback on progression and performance; assess quality of teaching provided; and other factors relevant to the teaching.

The recordings are used to assess the quality of teaching provided and as a tool for on-going development of the AI tutor enabling us to improve the services provided and enhance educational outcomes through conducting analysis and research into sessions and outcomes. We use these to: i) inform making refinements to the Service to improve the experience provided to pupils; ii) enhance how we deliver our Service; iii) provide evidence to understand the impact of the Service; and iv) to provide evidence in impact reports for funders and stakeholders (together the “**Social Purpose**”). When we conduct analysis and research, we use a combination of anonymisation and pseudo-anonymisation so that no pupil will be identifiable directly or indirectly from the aggregated data and the outcome of analysis and research is not used to make decisions directly affecting individuals.

To understand the impact of the Service and to provide evidence on impact for schools and other stakeholders as part of TSL’s Social Purpose, we may commission research by independent educational evaluators to investigate and assess the Service’s impact on pupil attainment. To carry out the research projects, it will be necessary to provide the independent educational evaluators with a limited subset of pupil personal data.

The Parties shall not process the Agreed Data for any purpose or in any way that is incompatible with the Agreed Purposes.

## Legal Basis For Sharing Personal Data

Each Party shall ensure that it has all the necessary notices and consents in place to enable lawful transfer of the Agreed Data for the Agreed Purposes.

Each Party shall ensure that it processes the Agreed Data under one or more of the legal bases in Article 6 of the Legislation and in addition each Party shall ensure that it processes Agreed Data classified as special category personal data under one or more of the legal bases in Article 9 of the Legislation.

The lawful bases for processing personal data shall be:

- That it is necessary for performance of educational provision (Article 6 (1)(e) processing is necessary for the performance of a task carried out in public interest or in the exercise of official authority vested in the controller);
- That is necessary for our or your legitimate interests or those of the pupils or of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests (Article 6 (1)(f)).

The lawful basis for processing special category data shall be:

- That it is necessary for performance of an educational function (Article 9 (2)(g) processing is necessary for reasons of substantial public interest on the basis of Union of Member State law which shall be proportionate to the aim pursued, respect the essence of the right to data protection and provide suitable and specific measures to safeguard the fundamental rights and the interests of the data subject);
- That it is necessary for archiving purposes in the public interest, or scientific or historical research purposes or statistical purposes (Article 9 (2)(j) for the Social Purpose;

Explicit consent (Article 9.2(a)) where (Article 9 (2)(g) or Article 9 (2)(j) does not apply.

## Process of Sharing Data

The primary method by which you will share the Agreed Data with us is direct input by you, via a secure https: connection, in the TSL Platform.

We offer a secure upload facility via a secure portal and held on a secure server for the bulk upload of the Agreed Data. Once uploaded, the Agreed Data will be securely imported into the TSL Platform.

We will not check the Agreed Data you provide. It is your responsibility to check all data and ensure that it is accurate and, where necessary, kept up to date.

## Data Protection Compliance

Each Party shall appoint a person the point of contact for all issues relating to the sharing of personal data under this Agreement.

We have appointed our Company Secretary (who is our DPO) as your point of contact under this Agreement. Our Company Secretary can be contacted at the address or email address specified below:

address: 68 Hanbury Street, London E1 5JL (Registered Office) Email address: secretary@thirdspacelearning.com

We will, unless instructed otherwise by you in writing, consider your lead user (referred to as the "lead teacher") who is responsible for administering the use of the service on your behalf as our point of contact under this Agreement.

Both Parties shall at all times during the term of this Agreement comply with their obligations as data controllers under the Legislation. This Agreement is in addition to, and does not relieve, remove, or replace either Party's obligations under the Legislation.

Any notice or other written communication to be given under or in connection with this Agreement shall be in writing and may be delivered personally or sent by first class post or by email.

Any notices or other written communication shall be deemed to have been served:

- if personally delivered, at the time of delivery;
- if posted, at the expiry of two Business Days after it was posted;
- if sent by email, at time of delivery to the recipient's computer.

## Fairness and Transparency

Each Party shall, during the term of this Agreement, ensure that it:

- processes the Agreed Data fairly and lawfully; and
- has legitimate grounds under the Legislation for the processing of the Agreed Data.

Each Party shall, in respect of the Agreed Data, ensure that their data protection statements (or privacy) notices provided on their website are clear and that they provide sufficient information to data subjects for them to understand what personal data is being shared and the purpose of the data sharing. Our Data Protection and Privacy Policy can be found on our website.

## Rights of Individuals

The Data Protection and Privacy Policy of each Party will include details informing data subjects of their individual rights regarding the processing of their personal data under the Legislation and how to exercise those rights.

The pupil, on first using the TSL Platform, will be directed to an online document in child friendly and age-appropriate language explaining how the information being collected is used.

The Parties shall take such steps as our reasonably required to ensure that effect is given to individuals rights under the Legislation.

Each Party shall have policies and procedures in place to manage subject access requests and each Party agrees to provide such assistance as is reasonably required to enable the other Party to comply with

requests from data subjects to exercise their rights under the Legislation within the time limits imposed by the Legislation.

The Data Protection Officer of each Party will be responsible for coordinating responses to complaints and information security incidents (i.e. a data breach).

## Data Security

Each Party confirms that it has in place appropriate organisation and technical measures to safeguard information shared as part of this Agreement against accidental or unlawful destruction or loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the nature, scope, context and purposes of processing the Agreed Data and the risk from processing. This includes but is not limited to data protection policies, staff training and technical and physical access controls.

Each party shall ensure that only permitted recipients have access to the Shared Data and shall ensure the reliability of all such permitted recipients

The Parties will not retain the Agreed Data for any longer than necessary and confirm that they have a written policy in place for the retention and secure deletion or destruction of personal data at the end of the retention period.

The Parties will immediately notify each other of any data breach in relation to the information being shared as part of this agreement and shall keep a record of such breaches. Where notification to the Information Commissioner's Office is required or there is a risk to individuals, the notification to the other Party should be made within 24 hours of the Party discovering the breach becoming aware of the breach.

The Party where the breach occurred shall conduct a full investigation of the breach and the findings of the investigation will be agreed with the other Party.

## Data Transfers

Both Parties shall remain free to appoint data processors as appropriate provided that there is data processing agreement in place with the processor and such contract is compliant with the Legislation.

Where in relation to providing our Service to you we transfer personal data to a state, country or territory without a UK "adequacy regulation", we will ensure that a similar degree of protection is afforded to it by putting in place appropriate safeguards pursuant to Article 46 of the Legislation. Such safeguards include relying on a recognised legal adequacy mechanism which may include entering into approved standard contractual clauses relevant to transfers of personal information, imposing contractual obligations on the recipients of that data to protect the personal data to the standard required in the UK and putting in place measures to supplement transfer tools.

Our Service is delivered online via the TSL Platform and hosted by Amazon Web Services (AWS) in Ireland. All personal data is processed and securely stored on the TSL platform and is under our control at all times. Pupil personal data is only ever stored on our learning platform.

We will, as a controller in respect of the Agreed Data, remain liable to you for any acts and/or omissions of any third-party data processor we use for the Agreed Purposes and shall comply with our obligations

under Articles 28 and 30 of UK GDPR Legislation.

## Termination

This Agreement will form part of, and will remain in effect throughout the duration of, the School's Service Contract with TSL for provision of the Service and will terminate automatically when that contract terminates. This Agreement may not be terminated independently of the School's Service Contract with TSL for the provision of the Service.

If either Party commits a material breach or repeatedly breaches its obligation under this Agreement which is not rectified or remedied with 30 days of written notice from the other Party, then the other Party may cancel the Service Agreement with immediate effect.

## Statement of Compliance

In signing this Agreement all Parties accept that they will follow the procedures within this Agreement when sharing information in a manner compliant with statutory and legal requirements.

## Liability

Each Party shall not knowingly or negligently process the Agreed Data shared through this Agreement in such a way that it places either Party in breach or potential breach of the Legislation.

The liability of each party under or in relation to this Agreement (whether such liability arises due to breach of contract, negligence, or for any other reason) shall be subject to the terms (including those relating to exclusions and limitations of liability) of the Service Contract.

## Variation

We may need to vary the terms of this Agreement from time to time or ask you to confirm acceptance of a new Agreement. This may be, by way of non-exhaustive examples, when there are changes to type of personal data Agreed with us or where there has been a change in Legislation. If this is the case, we will issue you with a new or updated Agreement and will ask you to confirm that you accept its terms.

## Acceptance

By signing the Order Form in the Agreement using the online process we have put in place, you are confirming that you are duly authorised to accept the terms of this Agreement on behalf of the School.

## Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law and the and the English Courts shall have the sole jurisdiction to settle any dispute arising out of or in connection with the Agreement.

# APPENDIX A to DATA SHARING AGREEMENT (PUPIL / STUDENT PERSONAL DATA)

**All data is encrypted in transit and at rest and is stored on servers in the UK or EU.**

| AGREED DATA | AGREED DATA |
|---|---|
| **Personal Data** | |
| Application metadata (cookies, IP address, device identifier) | Yes |
| Application inputs (usage, clicks etc.) | Yes |
| First name | Yes |
| Last name | Yes (optional) |
| Year Group | Yes |
| Current academic level | Yes |
| Audio (tutoring is a live service where students speak) | Yes |
| Student TSL platform username | Yes |
| Student TSL platform password | Yes |
| Student responses to surveys (e.g. Confidence in lesson content) | Yes |
| Class Teacher | Not currently* |
| Gender | Not currently* |
| Pupil Premium (Yes/No) | Not currently* |
| Level of spoken English (first or second language) | Not currently* |
| KS2 SATs result | Not currently* |

| | |
|---|---|
| Attitude towards maths (confidence, effort, motivation etc) | Not currently* |
| Hobbies / Interests | Not currently* |
| Email address (GCSE pupils only) | Not currently* |
| **Special category personal data** | |
| Special education needs (Yes/No) | Not currently* |
| Barriers to Learning (e.g. Dyslexia, ADD/ADHD, Dyscalculia, Speech and Language Difficulties, Autism (ASD), Asperger's Syndrome, Reading Difficulties, Other (i.e. Colour Blindness). | Not currently* |

* in the event that we think that collecting this data will deliver a better tutoring experience, we will update this policy and write to the school to ask permission for this extra data.