

Guitar Academy — Privacy Notice

How Guitar Academy collects and uses personal information

Version 1.0 · Effective 2 September 2026 · Replaces the Terms and Conditions & Data Use Policy of 24 May 2018, which is withdrawn

This notice explains what information we hold about you and your child, why we hold it, how long we keep it, and what you can do about it. It applies to parents and guardians, adult students, and children who learn with us.

1. Who we are

Guitar Academy is a general partnership. The partners are **Vincent Hearn** and **A. Hearn**, trading as Guitar Academy. We are the **data controller** for the information described in this notice.

Address	Unit 4A Penns Road, Petersfield, Hampshire GU32 2EW
Email	info@guitaracademyuk.com
Telephone	07385 921 406
ICO registration number	ZA118909

Our self-employed teachers process student information **on our behalf and on our instructions only**. They are contractually prohibited from copying or exporting student lists, or from storing student or parent contact details on personal phones, personal email accounts or personal cloud storage.

2. What we collect

About the person who books and pays - Name, address, email address and telephone number - Relationship to the student - Booking, attendance and payment history, and any correspondence with us - Your marketing preferences

About the student - Name, date of birth, address, instrument and level - Lesson times, attendance, and progress notes - The school the student attends, and who will collect them - Two emergency contact names and numbers

Special category and sensitive information

Where the student is under 18, or is an adult who tells us they need adjustments, we also collect: - **Health information** — medical conditions, allergies, medication carried, and GP surgery - **Special educational needs, disability and any adjustment that would help**

This is **special category data** under Article 9 of the UK GDPR. We collect only what we need in order to teach safely and to act correctly in an emergency, we keep it separately from routine records, and access is restricted.

Where a safeguarding concern arises we may also record information about a child's welfare, which can include information about their home circumstances, and in rare cases information relating to criminal offences. Safeguarding records are held separately and securely by the Designated Safeguarding Lead.

What we do not collect

We do not store card or bank details. Payments are processed by PayPal, Stripe and SumUp, who are PCI-compliant and handle payment information directly.

3. Why we use it, and our lawful basis

Under data protection law we must have a lawful basis for each use. Ours are:

What we use it for	Lawful basis	Where it is special category data
Arranging, delivering and rescheduling lessons; contacting you about bookings	Performance of our contract with you	—
Invoicing, taking payment, and recovering unpaid fees	Performance of our contract; legitimate interests in being paid for work done	—
Keeping accounting and tax records	Legal obligation	—
Knowing about a medical condition, allergy or additional need so we can teach safely and act in an emergency	Legitimate interests in the safety of students	Article 9(2)(a) — your explicit consent, given on the enrolment form
Seeking emergency medical treatment where you cannot be reached	Vital interests of the student	Article 9(2)(c) — vital interests
Safeguarding: recording and, where necessary, referring a concern about a child	Legal obligation; and our legitimate interests, and the substantial public interest, in protecting children	Article 9(2)(b) and 9(2)(g); DPA 2018 Schedule 1 Part 2 paragraph 18 — safeguarding of children and individuals at risk
Photographs, filming and recordings of students	Your consent, given by use on the enrolment form and withdrawable at any time	—

What we use it for	Lawful basis	Where it is special category data
Sending you occasional emails about our own lessons, courses and offers	The “soft opt-in” permitted under the Privacy and Electronic Communications Regulations (PECR) for existing customers — see section 4. You can object at any time.	—
Defending a claim, or dealing with a complaint or an insurance matter	Legitimate interests in establishing, exercising or defending legal claims	Article 9(2)(f) — legal claims

Where we rely on **legitimate interests**, we have considered whether our interest is outweighed by your rights and concluded that it is not. You may object at any time — see section 8.

4. Marketing — how it works now

4.1 When you enrol, we’ll also send you occasional emails about lessons, events and offers, unless you tell us you’d rather not. This relies on a specific permission under electronic marketing law called the “soft opt-in”: it’s available because you’re already becoming a customer and we’re only telling you about our own services, not someone else’s. We tell you about this clearly when you sign up — it isn’t hidden in the small print.

4.2 You can opt out at any time, using the unsubscribe link in any marketing email, or by emailing or writing to us. We act on it immediately and keep a record that you’ve opted out, so you aren’t added back by accident.

4.3 If you are a former customer and haven’t opted out, we may continue to send you occasional offers until you tell us to stop. We review that list periodically and remove anyone who hasn’t engaged with it for some time.

4.4 Messages about your lessons, bookings, payments, safety and changes to our terms are not marketing. We will send those regardless of your marketing preference, because we need to.

4.5 If you gave us your details before 2 September 2026, our previous terms treated signing up for lessons as agreeing to marketing, and did not give you a clear chance to decline at the time. That does not meet the standard the law requires, so we are not relying on it and are not treating you as opted in under the soft opt-in either, since that also depends on being offered a clear choice at the point we collected your details. We will write to you once, asking whether you would like to receive marketing. If you do not reply, we will not send you marketing.

5. Who we share it with

We share personal information only where we need to. We never sell it.

Who	Why
Your teacher	The information they need to teach your child safely — name, lesson time, emergency contact, and any medical, allergy or additional need. They access it through our booking system.
MyMusicStaff	Our booking and student management system. They process data on our instructions under a written contract.
PayPal, Stripe, SumUp	To take payment. They handle your payment details directly, as controllers in their own right.
Our accountant	Accounting and tax.
A debt recovery service	Only where a balance is unpaid after a reasonable period and we have written to you first.
Children's social care, the local authority designated officer, the police, the NSPCC, the Disclosure and Barring Service	Where we have a safeguarding concern or a legal duty to refer. We do not need your consent to share information where a child may be at risk of harm, and in some circumstances we must not seek it.
Our insurers and legal advisers	Where there is a claim, an incident or a complaint.
A venue	Only what is needed for access, fire safety and their own signing-in requirements.

Transfers outside the UK. Some of our providers, including MyMusicStaff, store data outside the UK. Where they do, transfers are protected by UK adequacy regulations or by the International Data Transfer Agreement or Addendum. You can ask us for details.

6. How long we keep it

We keep information only as long as we need it. Our full retention schedule is available on request; the main periods are:

Record	Kept for
Enrolment form, consents, lesson and attendance records — adult student	3 years after the last lesson
Enrolment form, consents, lesson and attendance records — student under 18	Until the student's 25th birthday, or 3 years after the last lesson, whichever is

Record	Kept for
Invoices, payments and accounting records	later 6 years from the end of the tax year they relate to (HMRC requirement)
Safeguarding concern records, and records of allegations	Until the child's 25th birthday as a minimum. Where a matter has been referred to an external body we take advice before destroying anything, and may keep it substantially longer.
Accident and incident records involving a child	Until the child's 21st birthday
Marketing consent, and any withdrawal of it	While you are subscribed, and for 2 years after you unsubscribe, so we can show we acted on it
Photographs and recordings	Only as long as needed for the purpose you consented to; consents reviewed annually
General correspondence	2 years

When a retention period ends we delete or securely destroy the record.

7. How we keep it safe

- Student and parent information is held in our booking system, which is password-protected and accessed only by those who need it.
- We do not keep paper records of customer information on site. Safeguarding records are the exception and are held securely and separately by the Designated Safeguarding Lead.
- Teachers may not copy, export, download or photograph any student list, and may not store contact details on personal devices or accounts.
- Teachers must report a lost or stolen device to us within 24 hours.
- We will tell you, and the Information Commissioner's Office, about a data breach where the law requires it.

8. Your rights

You have the right to: - **Be told** how we use your information — this notice - **See a copy** of what we hold about you (a subject access request) - **Have it corrected** if it is wrong or incomplete - **Have it deleted**, where we no longer need it and no other duty requires us to keep it - **Restrict** how we use it while a question about it is resolved - **Object** to us using it where we rely on legitimate interests — and an absolute right to object to marketing - **Portability** — receive information you gave us in a machine-readable form - **Withdraw consent** at any time, where we rely on it. Withdrawing does not affect anything done beforehand, and has no effect on your lessons.

Some of these rights are limited. We cannot delete information we are legally required to keep, such as accounting records, and safeguarding records will not be deleted on request.

To exercise any right, email us at info@guitaracademyuk.com or write to us. **We respond within one month and there is no charge.** We may ask you to confirm your identity first.

Children. A child can exercise these rights themselves once they are old enough to understand what is involved — generally around age 12 or 13, though it depends on the child. Below that, a parent or guardian exercises them on the child's behalf. Where a child asks us directly, we will handle it sensitively and will normally involve their parent.

9. Your account

You can view and amend much of your information yourself by logging in to the student portal at **guitaracademy.mymusicstaff.com/Student-Log-In**, or through our website. You can also ask us to close your account. Where a balance is outstanding we will keep the information we need in order to recover it, and will close the account once it is settled.

10. Automated decisions

We do not make any decision about you by automated means alone, and we do not profile you.

11. Complaints

If you are unhappy with how we have handled your information, please tell us first — we would rather put it right. Our Complaints Procedure explains how.

You also have the right to complain to the **Information Commissioner's Office** at any time:

Website	ico.org.uk/make-a-complaint
Helpline	0303 123 1113
Post	Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF

12. Changes to this notice

We review this notice annually and whenever our practices change. The current version is always on our website, and we will tell you about any significant change.