

# Contract for the Tapestry Online Learning Journal

The Foundation Stage Forum Ltd

19 December 2025

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188		
189		

190 **A note on this contract**

191 This is the contract and Data Processing Agreement between The Foundation Stage  
192 Forum Ltd and the data controllers of the Tapestry accounts. This is typically the school,  
193 nursery, or childminder who takes out the account.

194 You can see a list of changes at the end of this document, or a version with “Track  
195 Changes” at <https://tapestry.info/security/>.

## 196 Your contract with us for the use of Tapestry

- 197 1. We are The Foundation Stage Forum Ltd, a company registered in England with  
198 company number 05757213 and a registered address of WaterCourt, 65 High  
199 Street, Lewes, England, BN7 1XG, UK.
- 200 2. You are a childminder, educator, nursery, school or similar educational  
201 organisation.

## 202 What you get

- 203 3. This contract is for a 12 month subscription to Tapestry, together with:  
204
  - Tutorials and other online resources
  - 205 • Email support during UK business hours
  - 206 • Access to the discussion forum and educational resources on  
207 <https://eyfs.info>
  - 208 • Our continued professional development (CPD) resources

## 209 What you do not get

- 210 4. We do not provide telephone or face to face support. However, at our discretion,  
211 we may offer to call you if we feel a query could be better resolved over the  
212 phone. We also offer chargeable bookable telephone support sessions.
- 213 5. We do not provide direct support to any relatives that you add to Tapestry. If  
214 they contact us, we will direct them back to you, as our contract is with you and  
215 we process your data only as authorised by you.
- 216 6. Our systems are extremely robust (in the 12 months prior to the date of this  
217 contract Tapestry's uptime was over 99.9%). We always aim to maintain that %  
218 although this cannot be guaranteed.

## 219 Tapestry, our Childhood Education Platform

- 220 7. You are the Data Controller of the information that you enter into Tapestry (as  
221 you are for your paper records); we are the Data Processor. If you don't know  
222 what those terms mean, it is essential that you find out. A starting point for  
223 finding out is <https://ico.org.uk>.
- 224 8. You agree to our approach to data protection, privacy and security, as described  
225 in these linked annexes:  
226
  - [Annex A: Tapestry Data Protection](#)
  - 227 • [Annex B: Tapestry Security](#)
  - 228 • [Annex C: Tapestry Privacy](#)
  - 229 • [Annex H: Age-appropriate design](#) – only relevant if you are in the UK and  
230 allow children to log into Tapestry
- 231 9. You agree to Tapestry's use of sub-processors to provide our services:  
232
  - The list of our sub-processors can be found at [https://tapestry.info/tapestry-](https://tapestry.info/tapestry-sub-processors/)  
233 [sub-processors/](https://tapestry.info/tapestry-sub-processors/)
  - 234 • We have written agreements with all sub-processors detailing their data  
235 protection obligations, which we ensure are no less protective than  
236 Tapestry's obligations as outlined in this contract. We remain liable for each  
237 sub-processor's compliance with these obligations.
  - 238 • Our sub-processors may process data inside or outside the UK and European  
239 Economic Area (EEA), provided Sub-Processors guarantee adequate  
240 protection under Chapter V GDPR.

- 241           • We will notify you of any proposed changes to the sub-processors we use,  
242           providing at least 15 days notice. You have the right to object to any  
243           proposed change and we will work with you to find a mutually acceptable  
244           resolution.
- 245       10. We are compliant with UK GDPR, meaning the 'UK DPA 2018', the 'EU GDPR' and  
246           additionally the 'Data (Use and Access) Act 2025' (DUAA).
- 247       11. This contract contains the terms required for a data processing agreement under  
248           UK and EU data protection legislation.
- 249       12. We will help you to comply with your duties under GDPR. In most cases you can  
250           use the tools we provide, but we will assist if required (please note this  
251           assistance may be chargeable). More detail is provided in [Annex A: Tapestry Data  
252           Protection](#).
- 253       13. If you wish to audit us under UK or EU data protection legislation, you may do so,  
254           but we may charge you our costs in participating in your audit.

## 255 **Integrations within Tapestry**

- 256       14. Tapestry offers a number of integrations. At the time of writing, this is what is  
257           currently offered:
- 258           • Wonde (available early 2026) – this tool can be used by managers to transfer  
259           and synchronise child and relative data from your Management Information  
260           System into Tapestry. This is a charged for service and can be accessed by  
261           upgrading your package. See Annex I for more details. It will require  
262           additional contracts and subscriptions outside of Tapestry with a MIS and  
263           Wonde.
  - 264           • TapestryPay (available early 2026) – this is an internal payment system  
265           which the parents and carers of the children at your school or setting can use  
266           to pay the invoices you generate on Tapestry for them. This service is  
267           available on all Tapestry accounts but will require you to be approved by, and  
268           have a direct contractual relationship with, Unipaas, a payment institution  
269           authorised by the UK Financial Conduct Authority (FCA). See annex J for more  
270           details.
  - 271           • GroupHugs – this is a publisher that can be used by staff and parents to order  
272           printed copies of a child's journal. Note parents can only access journals you  
273           give them access to on Tapestry.
  - 274           • CSV exports – Data can be exported from Tapestry into a CSV which can then  
275           be uploaded into unconnected systems. You are solely responsible for the  
276           adequate security and protection of this data once exported.
- 277       15. Tapestry does not make the decision to send any data to any of the above-named  
278           systems. All of these integrations are engaged separately by you and those you  
279           add to your Tapestry account.
- 280       16. We have contracts with all the above companies and are confident that they are  
281           secure and compliant with UK GDPR.

282

## 283 **Our Billing and Support System**

- 284       17. If you contact us by email or through our websites then we will store and process  
285           the information you provide in our billing and support system. Unlike the data  
286           you enter into Tapestry, we are the Data Controller for information in our billing

287 and support system. We describe how we use that data in [Annex E: Billing and](#)  
288 [support data](#).

## 289 **Our Discussion Forum**

290 18. You do not need to use our discussion forum. But if you choose to, then you agree  
291 to the conditions set out in [Annex F: Use of our discussion forum](#).

## 292 **Fees**

293 19. You must pay our fee in full before we will start your Tapestry subscription

294 20. Our fee, as set out on our website, is based on the maximum number of children  
295 you wish to have in your Tapestry account during the 12 month subscription.

296 21. You can add or remove individual children throughout the year so long as the  
297 maximum number of children is not exceeded at any one moment.

298 22. If you have not paid your fee in full then:

- 299 • We may not provide access to Tapestry.
- 300 • After 90 days, we will delete the data that you have entered into Tapestry.

301 23. If you wish to increase the maximum number of children you can have in your  
302 Tapestry account during the 12 month subscription then we will charge you the  
303 difference between what you have paid and the current fee for an account with  
304 the increased number of children. This will not extend your subscription.

305 24. You must pay us UK Pounds Sterling including any applicable VAT. If you choose  
306 to pay by bank transfer you must bear all currency conversion and bank transfer  
307 costs.

308 25. There may be additional fees for external services. Please see “Integrations  
309 within Tapestry” section.

## 310 **Termination**

311 26. You can stop using Tapestry at any time and ask us to return and / or delete the  
312 data you have entered into Tapestry, but we will not refund any fees that you  
313 have paid unless:

- 314 • You are within the first month of your Tapestry subscription
- 315 • We materially change this contract to your detriment

316 27. We may, after discussing the situation with you, stop providing you with  
317 Tapestry if you:

- 318 • misuse our systems or
- 319 • create an unreasonable load on our systems or
- 320 • cause us unreasonable costs or
- 321 • abuse our staff or
- 322 • breach this contract.

## 323 **Changes and disputes**

324 28. If something goes wrong, unless otherwise required by law, our total liability to  
325 each other is limited to the annual fee that you have paid us for Tapestry.

326 29. One example of where the law requires different liability is in breaches of UK or  
327 EU data protection law. We can both be investigated and fined by the relevant  
328 supervisory authorities and we both may be liable to pay compensation for  
329 damages caused by breaching this law. If it later turns out that one or other of us  
330 wasn't responsible for the breach, then that party can claim back the share of

- 331 liability from the responsible party – even if that is more than the annual fee that  
332 you have paid us for Tapestry.
- 333 30. Our contract with you is under English law and any dispute will be settled by an  
334 English court.
- 335 31. This document, together with its annexes are our entire contract with you. If you  
336 want to vary this contract, or add additional terms, then there will need to be  
337 written and explicit agreement between you and one of our company directors.  
338 To keep our costs and prices down, we rarely do this. In particular, unless  
339 explicitly agreed to by one of our company directors, we do not accept any  
340 standard purchasing terms and conditions that you may usually apply.
- 341 32. We may change this contract, but will give you reasonable warning.

## 342 **Annex A: Tapestry Data Protection**

- 343 1. We are The Foundation Stage Forum Ltd, a company registered in England with  
344 company number 05757213 and a registered address of WaterCourt, 65 High  
345 Street, Lewes, England, BN7 1XG, UK.
- 346 2. You are a childminder, educator, nursery, school or similar educational  
347 organisation.
- 348 3. This Annex relates to the use of Tapestry, our online learning journal. [Annex E](#)  
349 relates to data in our billing and support system. [Annex F](#) relates to data in our  
350 discussion forum.
- 351 4. We need to work together to ensure we are compliant with UK and EU data  
352 protection regulations when using Tapestry.
- 353 5. This annex should be read in conjunction with our overall contract and, in  
354 particular, [Annex B](#) which explains our approach to security.

## 355 **The legally required terms in a Data Processing Agreement or Contract**

- 356 6. If you are in the EU or UK, then you must have a written contract with us  
357 (sometimes known as a Data Processing Agreement) and that, legally, must  
358 include some particular bits of information and commitments. This contract acts  
359 as that written contract and contains the required information and  
360 commitments.
- 361 7. To help you find them:
  - 362 • The subject matter and duration of the processing is summarised below  
363 under ‘What data is placed into Tapestry’ and set out in detail in [Annex C:  
364 Tapestry Privacy](#)
  - 365 • The subject matter and duration of the processing is summarised below  
366 under ‘What data is placed into Tapestry’ and set out in detail in [Annex C:  
367 Tapestry Privacy](#)
  - 368 • The nature and purpose of the processing is summarised below under ‘What  
369 data is placed into Tapestry’ and set out in detail in [Annex C: Tapestry  
370 Privacy](#).
  - 371 • The type of personal data and categories of data subject is summarised  
372 below under ‘What data is placed into Tapestry’ and set out in detail in  
373 [Annex C: Tapestry Privacy](#).
  - 374 • The obligations and rights of the controller are set out in “What we expect of  
375 you” and “What you can expect of us” below.
  - 376 • The standard requirements on data processors (e.g. to act on written  
377 instructions, submit to audit, notify of breaches, etc.) are set out in “What  
378 you can expect of us” below.

## 379 **Our jurisdiction**

- 380 8. We are headquartered in the UK. This contract is under English law.

381 9. Our supervisory authority for data protection is the UK Information  
382 Commissioner's Office (<https://ico.org.uk>). Our registration number with them is  
383 Z1783069.

### 384 **Where is data stored?**

385 10. Our processing and storage of your data may happen inside and outside of the  
386 UK and European Economic Area (EEA), provided we ensure that transfers made  
387 outside of the UK and EEA are made in compliance with Chapter V GDPR. To  
388 provide a little more detail:

- 389 • Almost all storage and processing is carried out on computers and networks  
390 provided by Amazon Web Services (AWS), a sub-processor. We instruct them  
391 to only store data on computers in their data centers located in Ireland (for  
392 the primary systems) and Germany (for the backup systems). They are  
393 contractually bound not to move data elsewhere without our permission.
- 394 • Our office and all our employees are in the UK.
- 395 • Some of our other sub processors may process, or use sub processors  
396 themselves, based outside of the UK and EEA.
- 397 • If you log into Tapestry when you are outside the EU or the UK, the data has  
398 to be transferred outside of the EU and UK to get to you.
- 399 • The contents of 'Push Notifications' to iOS, Android and Amazon apps will go  
400 via Apple, Google or Amazon servers respectively which may be outside the  
401 UK and EU.

### 402 **What data is placed into Tapestry?**

403 11. **Annex C: Tapestry Privacy** sets out the subject matter and duration of our  
404 processing; the nature and purpose of the processing; the type of personal data  
405 and the categories of data subject.

406 In summary:

- 407 • The categories of data subject are the people you add to Tapestry: typically  
408 children, staff and relatives of the children. You choose exactly who.
- 409 • The subject matter and types of personal data are typically: names, email  
410 addresses, dates of birth, post codes, contents of an online learning journal,  
411 records of a child's care, relevant details relating to additional support they  
412 may need, records of a child's attendance. You choose exactly what data.
- 413 • The nature and purpose of the processing is typically to provide an online  
414 record of children's attendance, progress and care to monitor, share and  
415 analyse that attendance, progress, and care. You choose exactly what is done  
416 with the data and who it is shared with.
- 417 • The duration of the processing is, at most, the duration of this contract plus  
418 the time taken for data to leave our backup system. It can be shorter if you  
419 choose to delete some or all of your data sooner.

### 420 **Who is responsible for what?**

421 12. The first thing to agree is that:

- 422 • You are the data controller for data you, or the people you give access, add to  
423 Tapestry.

424 • We are the data processor.

425 If you don't know what those terms mean, it is *essential* that you find out. A  
426 starting point for finding out is <https://ico.org.uk>.

427 You must:

- 428 • Have a lawful basis for entering data into Tapestry.
- 429 • Use Tapestry in a way that is compliant with data protection law.
- 430 • Respond to data protection requests.
- 431 • Keep your contact details on Tapestry up to date.

432 13. We must:

- 433 • Only process data on your instructions.
- 434 • Ensure that people we use to process your data are subject to a duty of  
435 confidence.
- 436 • Take appropriate measures to ensure the security of our processing.
- 437 • Only engage sub-processors who we have a written contract with, ensuring  
438 they are compliant with UK data protection law.
- 439 • Assist you in providing subject access and allowing data subjects to exercise  
440 their rights under data protection law.
- 441 • Assist you in meeting your legal data protection obligations in relation to:
  - 442 – the security of processing.
  - 443 – the notification of personal data breaches.
  - 444 – data protection impact assessments.
- 445 • Delete or return all personal data to you as requested at the end of the  
446 contract.
- 447 • Submit to your audits and inspections.
- 448 • Provide you with the information to meet your legal obligations.
- 449 • Tell you if we become aware of a data breach
- 450 • Tell you immediately if we are asked to do something infringing data  
451 protection law.

## 452 What we expect of you

### 453 You must have a lawful basis for putting data into Tapestry

454 14. We rely on you to ensure you have a lawful basis for putting data into Tapestry. If  
455 you haven't worked out what your lawful basis is, please do so immediately.  
456 Once again, the UK Information Commissioners Office, <https://ico.org.uk>, is a  
457 good starting point.

458 Please don't leap to assuming consent is the only lawful basis for you, but  
459 carefully consider the six possible bases described in law and work out which is  
460 right, given what you intend to store in Tapestry and how you intend to use and  
461 share it.

462 15. If you are relying on consent as your lawful basis, then we rely on you to have  
463 gained the consent for whatever data you intend to put on Tapestry and to  
464 remove data if consent is later withdrawn.

465 **You must use Tapestry in a way that is compliant with data protection law**

466 16. As the controller of the data you put in Tapestry, you must comply with data  
467 protection law. This includes ensuring that the data is:

- 468 • Processed lawfully, fairly and in a transparent manner in relation to  
469 individuals.
- 470 • Collected for specified, explicit and legitimate purposes and not further  
471 processed in a manner that is incompatible with those purposes; further  
472 processing for archiving purposes in the public interest, scientific or  
473 historical research purposes or statistical purposes shall not be considered to  
474 be incompatible with the initial purposes.
- 475 • Adequate, relevant and limited to what is necessary in relation to the  
476 purposes for which they are processed.
- 477 • Accurate and, where necessary, kept up to date; every reasonable step must  
478 be taken to ensure that personal data that are inaccurate, having regard to  
479 the purposes for which they are processed, are erased or rectified without  
480 delay.
- 481 • Kept in a form which permits identification of data subjects for no longer  
482 than is necessary for the purposes for which the personal data are processed;  
483 personal data may be stored for longer periods insofar as the personal data  
484 will be processed solely for archiving purposes in the public interest,  
485 scientific or historical research purposes or statistical purposes subject to  
486 implementation of the appropriate technical and organisational measures  
487 required by the GDPR in order to safeguard the rights and freedoms of  
488 individuals.
- 489 • Processed in a manner that ensures appropriate security of the personal data,  
490 including protection against unauthorised or unlawful processing and against  
491 accidental loss, destruction or damage, using appropriate technical or  
492 organisational measures.

493 Source: [https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-  
494 resources/data-protection-principles/a-guide-to-the-data-protection-principles/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/data-protection-principles/a-guide-to-the-data-protection-principles/)

495 17. We will do our part in helping you to comply (described below).

496 18. Tapestry allows you to upload and store documents, pictures, videos and text.  
497 Even where these do not contain personal information (e.g. a worksheet or song  
498 added to a planned activity, or a picture from the internet added to a memo)  
499 copyright and other laws may restrict what you can do with them. You are  
500 responsible for making sure the material you, or the people you authorise, add to  
501 Tapestry does not break the law.

502 **You must respond to data protection requests**

503 19. Using Tapestry normally involves processing data about people (children,  
504 possibly staff, possibly relatives). Those people may have rights under UK and EU  
505 data protection law, including:

- 506 • The right to be informed
- 507 • The right of access
- 508 • The right to rectification
- 509 • The right to erasure
- 510 • The right to restrict processing
- 511 • The right to data portability
- 512 • The right to object
- 513 • Rights in relation to automated decision making and profiling

514 Source: [https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-  
515 resources/individual-rights/individual-rights/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/)

516 You are responsible for responding to those requests. We have designed our  
517 system to help you to respond.

518 *The right to be informed*

519 20. In particular, please ensure you proactively deal with the “right to be informed” –  
520 you must not wait for people to ask you.

521 The UK Information Commissioner’s Office has advice on this:

522 [https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-  
523 resources/individual-rights/individual-rights/right-to-be-informed/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/)

524 You may wish to use our ‘[Annex C: Tapestry Privacy](#)’ as a starting point for  
525 informing your staff and the relatives and children whose data you add to  
526 Tapestry. But you will probably need to adapt it to cover: your contact details,  
527 your lawful basis for adding data, who you intend to share the data with and  
528 why, and when you intend to delete the data. Since data protection law covers all  
529 data, whether it is on computer or on paper, you may wish to incorporate this  
530 into a single wider document that covers all the data you process.

531 **You must keep your contact details on Tapestry up to date**

532 21. You must keep your contact details up to date within Tapestry. We use these to:

- 533 • Contact you
- 534 • Verify that instructions we receive come from you

535 If they are not up to date, you may not receive our messages.

536 In particular, we sometimes receive requests from customers stating that the  
537 only manager registered on a school, childminder or nursery’s Tapestry account  
538 has left, and requesting that the ownership be transferred to a new person. In  
539 order to verify that the request is legitimate we have to take several steps. Even  
540 if these steps are successful, they may mean a delay of weeks during which time  
541 Tapestry may not be accessible by you. To avoid this, please ensure you update

542 contact details before a manager departs and, ideally, always register more than  
543 one manager on the Tapestry system.

## 544 What you can expect of us

### 545 We will only process data on your written instructions

546 22. Tapestry only does what you tell it. We do not do any processing that you do not  
547 tell us to do.

548 To be absolutely clear: we don't license or claim ownership of your data; we  
549 don't sell your data; we don't use your data for advertising; we don't pass on  
550 your data except when you instruct us to.

551 23. You can add users to Tapestry who, depending on the level of access you give  
552 them, can then also instruct Tapestry. You can adjust what data those users see  
553 and what they can do with the data.

554 24. People whose data you have added to Tapestry have a right to restrict  
555 processing. If you have been told by someone to restrict processing of their data,  
556 then you are responsible for not using Tapestry to do any further processing of  
557 that person's data. You are responsible for ensuring any users that you have  
558 added to Tapestry do no further processing. The easiest way to do that is to use  
559 Tapestry to mark the child or user as inactive.

### 560 Who can instruct us

561 25. We prefer to accept instructions through the Tapestry web interface or apps.  
562 This interface has options for authorising different users and giving them  
563 different levels of permission about what they can instruct us to do.

564 26. We may also accept instructions through our support ticket system or by email if  
565 they come from:

- 566 • Someone who we have verified is registered on the relevant Tapestry account  
567 with the status of a 'manager'.
- 568 • Someone who we have verified is an appropriate representative of the  
569 account owner (e.g., the head of a school, or the director or manager of a  
570 nursery).

571 27. Depending on the nature of the instruction and the route by which we receive  
572 the instruction, we may need to take extra steps to verify that the instruction is  
573 legitimate. This may lead to a delay in us carrying out the instruction.

574 28. If someone who isn't authorised tries to instruct us to do something, we will tell  
575 you about it. For example, this most commonly applies to relatives you add to the  
576 Tapestry account who ask us for access to their children's data because they  
577 cannot log in or you haven't provided them with data they think they are entitled  
578 to. We will direct those relatives back to you.

579 *What does only 'written' instructions mean?*

580 29. Under data protection law, we are not allowed to accept verbal instructions for  
581 data processing.

582 If you speak to us face to face or by telephone, you will need you to confirm any  
583 instructions you give us by:

- 584 • Carrying them out yourself through the Tapestry web interface or app
- 585 • Replying to our emailed summary of your instructions, confirming that you  
586 wish us to proceed.
- 587 • Repeating your instructions in a message through our support ticket system,
- 588 • Repeating your instructions by email,
- 589 • Repeating your instructions in a letter to us.

590 *Instructions we do and don't accept*

591 30. Sometimes our customers write to us with a 'data processing agreement' or 'data  
592 processing schedule' that sets out how they intend to use Tapestry (e.g., they  
593 intend to use Tapestry to store assessments, but not pictures and videos and  
594 intend to share those with other staff but not relatives). It is important to note  
595 that while we don't require you to store any particular data about any particular  
596 person, we also don't prevent you from storing any particular data about any  
597 particular person. So, in the case of the example, if an authorised member of staff  
598 later chose to upload a video or share an observation with a relative, we would  
599 not stop them.

600 What this means is that we cannot limit your use of Tapestry beyond the options  
601 we give users with 'manager' accounts on Tapestry to set permissions for other  
602 users. If you instruct us to apply further limitations, for example by sending us a  
603 schedule describing how you intend to use Tapestry, we cannot comply.  
604 However, we are always happy to provide you with help and guidance in how to  
605 set permissions within Tapestry to meet your needs.

606 31. Similarly, whilst we are always keen to receive suggestions about how to  
607 improve our security, we cannot accept instructions to apply particular security  
608 measures to your account that aren't already available in the Tapestry Control  
609 Panel. For example, we cannot currently accept instructions to restrict access to  
610 Tapestry for particular users to particular locations or times of day, though we  
611 have got features like that on our todo list.

612 **We will ensure that people we use to process your data are subject to a duty of**  
613 **confidence**

614 32. Our staff who process your data are:

- 615 • Contractually bound to keep your data confidential.
- 616 • Vetted by us, including DBS checks that are updated annually.
- 617 • Appropriately trained in data protection.

618 **We will take appropriate measures to ensure the security of our processing**

619 33. The measures we take are described in [Annex B](#).

620 34. We will engage sub-processors only if we have a written contract with them,  
621 ensuring they are compliant with UK data protection law. Our sub-processors,  
622 what they do, and our process for seeking your agreement to any changes are  
623 described in this contract.

624 **We will assist you in providing subject access and allowing data subjects to exercise their**  
625 **rights under data protection law**

626 35. You can download all the information that has been entered into Tapestry.

627 We provide you with self service tools to download all the information Tapestry  
628 holds about a particular child or a particular user.

629 36. You can correct all the information that has been entered into Tapestry.

630 37. You can delete all the information that you have entered into Tapestry.

631 **We will assist you in meeting your legal data protection obligations**

632 *The security of processing*

633 38. We describe our current security approach in [Annex B](#).

634 If you believe that there is something that should be described in [Annex B](#) but is  
635 not, please let us know.

636 If you wish us to describe our security in a particular way (such as by filling out  
637 forms for you) then we may pass on our costs in doing so.

638 39. We do not usually implement bespoke security measures. However, we are  
639 always interested in improving our service, so please do let us know of anything  
640 that you would like to see.

641 *Notification of personal data breaches*

642 40. If we become aware of, or suspect, a data breach, we will tell you without undue  
643 delay. If you become aware of, or suspect, a breach, please tell us as soon as you  
644 can.

645 41. If there is a personal data breach, we will:

- 646 • Help you to prevent further breaches (e.g., if someone has stolen a computer  
647 used by you to log into Tapestry, and you are concerned that your Tapestry  
648 password was stored on that computer, we can disable the relevant accounts  
649 and change the relevant passwords).
- 650 • Help you to work out who has been affected.
- 651 • Help you to work out what data may have been breached.
- 652 • Help you to determine the cause of the breach.
- 653 • Help you in your dealing with the Information Commissioners Office.

654 42. In the UK, The Information Commissioners Office require you to notify them of  
655 any data breach that is “likely to result in a risk to the rights and freedoms of  
656 individuals” within 72 hours of you becoming aware of it. EU data protection law  
657 has a similar requirement. We will prioritise our work to help you to meet that  
658 deadline.

659 If you wish us to go further than that, we will do our best but may have to pass  
660 on our costs in helping you.

#### 661 *Data protection impact assessments*

662 43. We cannot carry out a data protection impact assessment for you, because we do  
663 not know what data you intend to place in Tapestry, who you intend to provide  
664 access to it, and what controls you intend to place on its access.

665 This contract should provide you with the material you would need from us in  
666 order to carry out your own data protection impact assessment. In particular you  
667 will probably want to review [Annex C: Tapestry Privacy](#) which contains what  
668 data *could* be collected and who it *could* be shared with, and [Annex B: Tapestry  
669 Security](#) which outlines the controls that we have in place around data security  
670 and suggests some issues that you would need to think about in your use of  
671 Tapestry.

672 If you wish us to provide additional help with your impact assessment, we will  
673 do our best but may have to pass on our costs in helping you.

#### 674 **We will delete or return all personal data to you as requested at the end of the contract**

675 44. You can delete data at any time. You can download data at any time.

676 45. At the end of the contract our standard practice is to delete your data from our  
677 systems after 90 days. The data will be deleted from our backup systems 90 days  
678 after it is deleted from our systems. We are happy to delete your data sooner if  
679 you ask us to.

680 46. We are happy to return your data to you at any time. If you want your data in a  
681 particular format, we will do our best, but may have to pass on our costs in  
682 providing it to you in that format.

683 47. We will not delete data if we are required by law to keep it (for instance, for an  
684 ongoing police or data protection investigation).

#### 685 **We will submit to your audits and inspections**

686 48. We provide our approach to security in [Annex B](#) for you to audit.

687 If you want to submit us to further audit or inspection, we will do our best to  
688 help you, but may have to pass on our costs in complying with your request.

#### 689 **We will provide you with the information to meet your legal obligations**

690 49. We believe this contract and its annexes, combined with the tools provided  
691 within Tapestry, provide you with what you need to meet your legal obligations.  
692 If you think there is something missing, please let us know.

693 If you have a specific or unusual request for information, we will do our best to  
694 help you, but may have to pass on our costs in complying with your request.

#### 695 **We will tell you if we become aware of a data breach**

696 50. If we become aware of a data breach, we will tell you about it and help you to  
697 meet your obligations as we've described above. We will do this without undue  
698 delay. Please keep your contact details up to date so that we can contact you  
699 quickly.

700 51. If we suspect a possible data breach we may 'lock down' access to Tapestry if we  
701 think that would help prevent a further breach. This would mean that some or all  
702 users of Tapestry would lose partial or complete access to Tapestry while we  
703 investigate and fix whatever led to the breach. We would inform you as soon as  
704 possible if we need to do this.

#### 705 **We will tell you immediately if we are asked to do something infringing data protection 706 law**

707 52. If we are asked to do something that we believe infringes data protection law we  
708 will not do so, and we will try and reach you through the contact details you have  
709 given us to explain what has happened.

#### 710 **If something goes wrong**

##### 711 **Complaints**

712 53. If you have a complaint, then please contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

##### 713 **Our Data Protection Officer**

714 54. If you have a concern that we have not addressed, please contact our Data  
715 Protection Officer:

716 Tim Pagett [dpo@eyfs.info](mailto:dpo@eyfs.info) WaterCourt 65 High Street Lewes England BN7 1XG  
717 UK

## 718 **Annex B: Tapestry Security**

- 719 1. This annex relates to the use of Tapestry, our online learning journal. [Annex E](#)  
720 relates to data in our billing and support system. [Annex F](#) relates to data in our  
721 discussion forum.

722 Security of a software service or product involves many aspects, and satisfying  
723 yourself that you should put your trust in a product can and should require that  
724 you ask questions of the organisation and people overseeing that security. This  
725 annex aims to give you an understanding of who we are and how we have  
726 addressed the important issue of protecting the integrity of Tapestry.

### 727 **Security Responsibilities**

- 728 2. Security is only as strong as the weakest link. We therefore need to work with  
729 you, the account holder, together with any staff, children and relatives you give  
730 permission to use Tapestry to ensure the overall system is secure. This annex  
731 explains what we do and what we hope you will do.
- 732 3. The latest copy of this annex, together with our terms and conditions are always  
733 available in the Control Panel of your copy of Tapestry.

### 734 **Who are we?**

- 735 4. Tapestry is the name of a product that was conceived, developed and is owned  
736 by The Foundation Stage Forum Ltd., an early years organisation that has  
737 provided resources and support for the early years workforce since February  
738 2003. We have contracts with many local authorities, some of which have been in  
739 place for ten or more years.

### 740 **The Foundation Stage Forum Ltd**

- 741 5. The Foundation Stage Forum Ltd is a VAT registered, private UK limited  
742 company.
- 743 6. Our company number is 05757213.
- 744 7. Our registered office is at:
- 745 WaterCourt  
746 65 High Street  
747 Lewes  
748 England  
749 BN7 1XG
- 750 8. Our VAT registration number is 932933317.
- 751 9. You can write to us at our registered office, or email us at  
752 [customer.service@eyfs.info](mailto:customer.service@eyfs.info).
- 753 10. Our contracts are under English law.
- 754 11. We have two directors: Helen and Stephen Edwards.

755 **Director: Stephen Edwards MSc**

756 12. Steve is the founder of the FSF. He worked for many years as a technical manager  
757 for the telecommunications organisation Ericsson, having completed a Masters  
758 Degree in information systems. He became interested in the early years as a  
759 result of his wife (Helen, see below) setting up a nursery in their home, and left  
760 Ericsson to set up the FSF in 2002 as a resource and support network for the  
761 early years workforce. He has been fully occupied with the FSF ever since,  
762 conceiving and driving the development of Tapestry as a part of this  
763 commitment.

764 Steve is the board member responsible for security.

765 **Director: Helen Edwards DPhil**

766 13. Helen has been working with young children since 1989, firstly as a primary  
767 school teacher, and then as a successful nursery owner/manager, followed by  
768 employment as a local authority advisor and university tutor, and more recently  
769 as an Ofsted inspector. She also holds the EYP status.

770 **Data Protection Officer: Tim Pagett**

771 14. Tim Pagett is our Data Protection Officer. His email is [dpo@eyfs.info](mailto:dpo@eyfs.info).

772 Tim joined The Foundation Stage Forum in 2017 after a career in IT and in  
773 Nursery Management. He was designated our data protection officer after  
774 completing GDPR training in 2025.

775 **Access to data**

776 15. Only you, and those you authorise, will have access to your Tapestry accounts.  
777 You can restrict the people you authorise to only be able to view data about some  
778 children.

779 16. If you reach out to us with a support issue, we may use read only access to view  
780 the information within your account. Should we need to log in to your account as  
781 a user/manager, or our developers need to access your data directly, we will  
782 only do so with your express permission. We will explain the purpose and  
783 process at the point of requesting your permission.

784 17. We will not give Tapestry account information, or access to your Tapestry  
785 account, to anyone other than those individuals you have set up as staff  
786 members.

787 18. Relatives contacting us for access details will always be referred to you, the  
788 Tapestry account holder.

789 19. Under the data protection act, individuals have a right to see a copy of  
790 information that an organisation holds about them. As the data controller, you  
791 will need to respond to those requests and we, as the data processor, will help  
792 you. This is normally easy, since you can always see and print the information  
793 you have entered.

## 794 **Deleting data when it is no longer needed**

795 20. You can modify and delete the data you enter.

796 In the common case of children leaving your setting, you can move them into a  
797 'deleted' area, where (after a delay of ninety days to avoid disastrous mistakes  
798 occurring) their data will be deleted (this includes relevant pictures, videos,  
799 journals and reports).

800 21. You can instruct us to delete *all* your data at any time. But this is all or nothing. If  
801 you just want to delete *some* of your data, you will need to use the Control Panel  
802 inside Tapestry to do so yourself.

803 22. If you let your subscription to Tapestry lapse, we will delete all data associated  
804 with it. We delay the deletion for 90 days in case your subscription has  
805 inadvertently lapsed (e.g., it happened while you are on holiday, or there was a  
806 delay in your Local Authority paying our invoice) but if you explicitly ask us to  
807 then we will delete your data immediately.

808 23. Data will remain in our backups for 90 further days. Backups are only accessible  
809 by a subset of our staff who are authorised to recover data and, like all our staff,  
810 vetted and bound by a strict confidentiality requirement. As with all your data,  
811 we will only access backup data in cases that you'd expect: if you explicitly ask us  
812 to in order to check or restore something, or if something goes wrong with the  
813 main copy of your data that requires restoring from backup.

814 24. Once those 90 days have passed, the data will automatically be permanently  
815 deleted. At this point it will no longer be recoverable.

## 816 **Organisational data security**

### 817 **Certification**

818 25. Our data centre, Amazon Web Services, has been independently certified as ISO  
819 27001 compliant.

820 26. We are Cyber Essentials Certified.

### 821 **Staff**

822 27. We are careful in who we employ. All our staff with access to your data have  
823 been checked and cleared by the Disclosure and Barring Service (DBS) and we  
824 check their DBS status annually.

825 28. The company that hosts our servers and databases, AWS, also vets their staff  
826 (though in practice we would never expect them to see your data).

827 29. You are responsible for only giving access to Tapestry to people you trust and  
828 who actually need access. For instance, please remember to make staff inactive  
829 once they have left your service or if they are facing relevant disciplinary  
830 procedures.

831 Please also ensure that, when you give access to relatives of children, you are  
832 careful to allocate them to the correct children, to enter their email address  
833 correctly, and to make them inactive once the child has left your setting.

## 834 **Procedures**

835 30. Our procedures are designed to minimise our access to your data. For example,  
836 we wouldn't log into your account without your permission and even then would  
837 only do so if it was necessary to resolve a fault or problem you were  
838 experiencing.

839 31. We are similarly careful with our suppliers. The company that hosts our servers  
840 and databases, AWS, operates on a similar principle of minimal access. They are  
841 ISO27001 accredited, which means they have a complete and appropriate set of  
842 security procedures. We would never expect them to need access to your data.

843 32. It is important that you think about your procedures for what sort of data you  
844 put on Tapestry and what you allow your staff, children and relatives to do with  
845 it.

846 For instance, you should think about:

- 847 • Whether you give all staff access to data about all children, or just some  
848 children.
- 849 • When it is appropriate for your staff to take and share photos and videos.
- 850 • Whether you give access to children in school or at home, what guidance you  
851 give them about what is acceptable to add and what you will do if they add  
852 inappropriate material.
- 853 • What instructions you should give to parents as to what is appropriate for  
854 them to add, and what they may do with material that you add (e.g., insisting  
855 no photos are uploaded to social media sites by parents without the written  
856 permission of the parents whose children are depicted in photos, videos or  
857 text.)

## 858 **Passwords and Two Factor Authentication**

859 33. The main way we control access to Tapestry is through passwords. Email based  
860 two factor authentication (2FA) is also available and can be enabled by you for  
861 Managers, Staff and Relatives.

862 34. Neither you, nor we, can see what passwords have been used (technically, we  
863 hash the passwords before storing them using bcrypt and we never write  
864 passwords to any log files).

865 35. Our staff use strong passwords and, for the more secure systems, have to  
866 supplement the correct password with other security measures (such as logging  
867 in from our office IP address and/or using two-factor authentication).

868 36. You are responsible for training your staff, and encouraging any relatives and  
869 children you give access, to adopt sensible precautions around their use of  
870 passwords – don't share them, don't reuse them, and make them hard to guess.

- 871 37. Incorrect password attempts will result in access for that user being prevented  
872 for a period of time. If you suspect one of your staff or relative accounts has or  
873 could have been compromised, you can make it inactive. This will prevent access  
874 using that account. At a minimum, you should then contact the staff or relative  
875 and ask them to change their password on this system and any other system on  
876 which they have used a similar password.
- 877 38. You can choose a minimum password strength that you permit the people you  
878 add to Tapestry to use. We won't let this minimum be any less than 10 characters  
879 and we allow and encourage you to set a tougher standard than that (by, for  
880 instance, requiring longer passwords).
- 881 39. For your staff, we also provide an option where they cannot login without a  
882 different member of staff (such as a manager) logging in first. We call this PIN  
883 only staff.
- 884 40. If you wish, you can set an initial password and PIN for the staff and relatives  
885 that you add, but we strongly discourage this. We prefer you to use the option of  
886 sending links that allow users to set their own passwords and PIN without you  
887 seeing them.
- 888 41. We allow relatives and staff to reset their own passwords using their email  
889 address. You, and managers you nominate, can also reset passwords for staff and  
890 relatives. If a member of staff or a relative contacts us because they have lost  
891 access to the email address associated with an account, we will direct them back  
892 to you.
- 893 42. You do not need to give children access to Tapestry, but if you do, you should  
894 bear in mind that children are likely to be less able to cope with complex  
895 passwords and less able to take sensible password precautions. We have  
896 therefore designed Tapestry to require some other authentication before a child  
897 can log in. When at home this means they can only log in after their relative has  
898 first logged in. At school this means that they can only log in after a teacher has  
899 set up the computer they are using for their group or class and given permission  
900 for that group or class to login. If you do to Tapestry, please take the time to  
901 understand how those extra layers of security work.
- 902 43. If you have lost access to your email address associated with Tapestry, or you  
903 have taken over a Tapestry account due to the departure of the previous account  
904 owner and don't have access, then we can add an email address for the new  
905 manager. In order to verify that the request is legitimate we have to take several  
906 steps. Even if these steps are successful, they may mean a delay of weeks during  
907 which time Tapestry may not be accessible by you. To avoid this, please ensure  
908 you update contact details before a manager departs and, ideally, always register  
909 more than one manager on the Tapestry system.
- 910 44. We do not currently have a facility for you to restrict access to particular  
911 locations or particular devices. That makes it doubly important that you take  
912 sensible precautions over passwords.
- 913 If you believe the password for one or more accounts has or could have been  
914 compromised, please immediately make that account inactive using the Tapestry

915 Control Panel or, if you are unable to do so, contact us and we will do it for you.  
916 Please then contact us to discuss how to re-activate the accounts in a way that  
917 ensures they remain secure.

918 Because passwords can be reset by email, if you believe that the email account  
919 associated with a Tapestry account has been compromised, please treat it as if  
920 the password has been compromised: make the Tapestry account inactive and  
921 contact us.

## 922 **Technical data security**

923 45. The Tapestry web service and data are hosted in a cloud hosting environment  
924 operated by AWS in the EU (primarily the Republic of Ireland, with backups in  
925 Germany). AWS is the largest cloud hosting provider in the world and provides a  
926 secure platform for some of the world's largest online service providers.

## 927 **Physical security**

928 46. AWS ensure that our servers are physically secure. AWS data centres are housed  
929 in nondescript facilities. Physical access is strictly controlled both at the  
930 perimeter and at building ingress points by professional security staff utilizing  
931 video surveillance, intrusion detection systems, and other electronic means.  
932 Authorized staff must pass two-factor authentication a minimum of two times to  
933 access data centre floors. All visitors and contractors are required to present  
934 identification and are signed in and continually escorted by authorized staff.

935 47. AWS only provides data centre access and information to employees and  
936 contractors who have a legitimate business need for such privileges. When an  
937 employee no longer has a business need for these privileges, his or her access is  
938 immediately revoked, even if they continue to be an employee of AWS. All  
939 physical access to data centres by AWS employees is logged and audited  
940 routinely.

941 48. We make sure that the devices we use to connect to the Tapestry servers are  
942 physically secure.

943 49. We also don't routinely store any of your data on our local devices. It is usually  
944 only stored on our servers. On the very rare occasions when we have to (in  
945 order, for instance, to diagnose a bug which we have not been able to replicate in  
946 any other way), we store as little as possible, for as short as time as possible,  
947 with access limited to as few people as possible. We also ensure that the  
948 machines we store it on are secure, including ensuring that their storage is  
949 encrypted.

950 50. It is important that you make sure that the devices you use to connect with  
951 Tapestry are physically secure. In particular, if you use some form of password  
952 manager on a device that remembers your Tapestry password then, at a  
953 minimum, make sure that the device also requires a password to login or unlock.

954 51. The Tapestry website doesn't store data that you have entered on your laptop or  
955 desktop. Therefore, if your computer is stolen, so long as the password wasn't

956 stored on the computer then the person who stole the computer will not be able  
957 to access Tapestry data without guessing your password.

958 52. If you were logged into Tapestry when your laptop or desktop was stolen and  
959 had been actively using it within the last hour, the person who stole the  
960 computer has a short time when they could use your account. Therefore it is  
961 important that you either log off when you leave a computer unattended, or  
962 ensure your computer automatically locks its screen when you leave it and  
963 requires a secure password to unlock.

964 53. The iOS and Android/Amazon Fire Tapestry apps require PIN entry every time  
965 you open the app, or after each time your device screen goes blank. PINs are  
966 stored locally but encrypted. If users have enabled biometric authentication,  
967 emails, passwords, will also be stored and encrypted on the device. Some data  
968 will be temporarily stored (cached), but as users are required to enter correct  
969 login details before it can be seen, if the device is stolen, the person who stole it  
970 would not have significant access to Tapestry data without guessing your  
971 password or PIN.

972 54. The devices may have copies of the pictures and videos that have been taken  
973 outside of the app. There is also a setting that allows copies of pictures and  
974 videos taken within the app to be stored in the device's picture gallery. However,  
975 by default this setting is disabled. If you download data (such as PDFs of  
976 journals) from Tapestry to your device, those are at risk.

## 977 Software security

978 55. We, together with AWS, ensure that the software running on our servers is up to  
979 date. We run regular automated tests and internal security reviews to examine  
980 the configuration and security of our servers.

981 56. Similarly, we ensure that the devices we use to connect to Tapestry are up to  
982 date and free from viruses and compromising software.

983 57. It is important that you take similar care with the devices you use to connect to  
984 Tapestry to ensure they are up to date and free from viruses or compromising  
985 software. If you give relatives access, please also encourage them to do the same.

## 986 Encryption

987 58. Connections between you and the Tapestry servers are encrypted.

988 59. Connections between the Tapestry apps and our servers are similarly encrypted.

989 60. Connections between our office computers and Tapestry are encrypted.

990 61. Your data is encrypted at rest on our servers. This includes our backups of your  
991 data.

992 62. It is important that you check that you are connected to the official Tapestry site  
993 before entering your password. The correct URL is <https://tapestryjournal.com>.  
994 We also have an old URL <https://eylj.org> that we keep running for users that  
995 have not updated their bookmarks or links. You should never enter your  
996 Tapestry password in any other site.

997 There should *always* be a padlock or similar symbol to show that the connection  
998 to <https://tapestryjournal.com> is encrypted.

999 63. It is important that, if your browser reports any security error, such as a  
1000 certificate being invalid, you do not accept the situation and enter your  
1001 password. It is likely to be a genuine security warning. Contact your IT support,  
1002 or contact us.

1003 64. If anything at all makes you suspicious do not enter your password. Instead take  
1004 a screenshot and contact your IT support or contact us.

1005 65. Please pass this on to people to who you give access: 1) Double check the URL 2)  
1006 Double check the security padlock 3) Do not enter your password if you get a  
1007 browser warning or see anything suspicious: take a screenshot and contact us.

1008 66. Please note that from June 2020, Tapestry no longer uses Enhanced Validation  
1009 Certification (EVC): it never offered any greater degree of technical protection  
1010 (encryption is still performed at the same strength) and modern browsers no  
1011 longer use it to offer a visible assurance that the service is being provided by a  
1012 validated organisation (The Foundation Stage Forum Ltd).

### 1013 **Partitioning**

1014 67. Our network is partitioned to provide minimum access between our servers and  
1015 the internet. In particular, our databases cannot directly access or be accessed  
1016 from the internet, but only from specific servers. Only a handful of servers can be  
1017 accessed from the internet, and only on specific ports and using specific  
1018 protocols (e.g., no unencrypted connections are permitted). This reduces the  
1019 likelihood that external hackers can gain access to our servers and then get data  
1020 out.

1021 68. Our data is partitioned so that your data is held in a separate database from that  
1022 of other accounts. This reduces the likelihood that a compromise in somebody  
1023 else's account (because, for instance, they use an easily guessable password)  
1024 would lead to a compromise of your data.

1025 69. Our software is partitioned so that it only has the minimum level of privileges to  
1026 carry out whatever task it is currently doing. This reduces the likelihood that  
1027 somebody who hacked into one part of our code could use it to compromise  
1028 other areas.

### 1029 **Logging**

1030 70. We log activity on our system. Some of these logs are available to you in the  
1031 Tapestry Control Panel. We retain more detailed logs to help diagnose and fix  
1032 faults.

### 1033 **Verification (also known as Penetration Testing)**

1034 71. We employ independent firms to check that our systems are secure by  
1035 attempting to hack or penetrate them. These firms are accredited by the relevant  
1036 industry bodies.

- 1037 72. The penetration tests cover both the web and the app versions of Tapestry.
- 1038 73. The penetration tests include authenticated tests, where the testers are provided  
1039 with login details to Tapestry accounts to check whether they can exploit those  
1040 to see or extract data that should not be visible.
- 1041 74. If you have a legitimate interest in Tapestry (e.g., you are the account owner, a  
1042 prospective customer or a parent) we are happy to provide a summary of what  
1043 the independent testers found – please contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).  
1044 Please also get in touch if you want to find out when the last test took place or  
1045 the next test is scheduled.
- 1046 75. We also regularly run automated security tests and carry out internal security  
1047 reviews.

## 1048 **Capacity, Redundancy and Backups**

- 1049 76. Our system’s capacity scales to meet demand. We do not currently limit the  
1050 number of users, or the amount of data that they store, we just add the required  
1051 storage and servers to meet the demand, in most cases automatically.
- 1052 77. If a particular account is using our system excessively we may need to discuss  
1053 the possibility of an increased subscription fee, but we have never yet had to do  
1054 this.
- 1055 78. Our system is redundant and should survive the loss of any server or, indeed, the  
1056 loss of a physical data centre. This means that we have at least two copies of each  
1057 operational server and all data is stored in at least two locations.
- 1058 79. We also retain backups of all data in a different physical location (at the time of  
1059 writing, the primary physical locations are in the Republic of Ireland, the backup  
1060 physical locations are in Germany).
- 1061 80. These backups should be, at most, 24 hours old and we should have 90 days of  
1062 backups.
- 1063 81. The backups are treated with the same care as the primary data (in particular,  
1064 they are encrypted in transit and rest and stored in AWS facilities with the same  
1065 physical security as described in the ‘physical security’ section above).
- 1066 82. Please note that backups are for disaster recovery. We will use them to restore  
1067 your data should it become lost or corrupted on the live system. It is not  
1068 designed for easy access to restore specific bits of data that you have deliberately  
1069 deleted from the live system. If you ask us to retrieve specific bits of information  
1070 from the backups, we will do so, but we may need to charge our costs.

## 1071 **Keeping in touch about security**

- 1072 83. If you suspect a security issue (e.g., you believe that passwords on your account  
1073 may be compromised because, for instance, computers have been stolen) then  
1074 email us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info). Please include a descriptive subject line  
1075 in your email (i.e., don’t just say “Help!” but say “Help! Our computers have been  
1076 stolen”).

1077 84. If we have a security concern about your account, we will try and reach the  
1078 primary contact we have listed. This will initially be the person that set up the  
1079 account. You can change this using the Control Panel within Tapestry (Settings >  
1080 Contact Details). Please keep this information up to date.

1081 85. If you or we suspect a security problem, our first step will usually be to lock  
1082 down the accounts whilst we work together to establish what happened and the  
1083 best course of action.

## 1084 **Frequently asked security questions**

1085 86. Below are some frequently asked questions that relate to security. If you have a  
1086 question that hasn't been covered by this document, please ask us at  
1087 [customer.service@eyfs.info](mailto:customer.service@eyfs.info). Please note that, for security reasons, we may not  
1088 answer some questions (such as, for instance, the exact versions of software that  
1089 we are using).

### 1090 **Q1. Can you fill out this security questionnaire for me?**

1091 To keep our price down, we do not enter into bespoke contracts or fill out security  
1092 checklists. However, we hope that our contract, including its annexes, include all the  
1093 answers you need and cover all the events that you are concerned about and that you  
1094 can use them to fill out whatever paperwork you require for your own systems.

1095 If you have questions about our service that aren't covered then do get in touch and, if  
1096 we can, we will add the answers to this contract.

### 1097 **Q2. Do you offer a service level agreement?**

1098 To keep our price down, we do not. However, we take fulfilling our obligations to you  
1099 very seriously and will do our utmost to ensure our service is there whenever you need  
1100 it.

### 1101 **Q3. Are you insured?**

1102 Yes. Our insurance covers the standard corporate liabilities. In addition, it covers  
1103 liabilities relating to hacking and relating to data breaches. Like all insurance it is  
1104 subject to excesses, limits and exclusions.

### 1105 **Q4. What happens if my account subscription should expire?**

1106 We want to avoid painful mistakes happening because, for instance, a subscription  
1107 expires during a school holiday and nobody is around to pay the bill. So we do not  
1108 immediately delete your data when your subscription expires unless you specifically  
1109 ask us to.

1110 However, 90 days after your subscription expires we will permanently delete your data.  
1111 Data will remain in our backups for 90 further days.

1112 If you wish, you can instruct us to delete all your data sooner.

1113 **Q5. What encryption principles are used for data in transit?**

1114 We regularly check our encryption meets modern standards and improve it as  
1115 appropriate. At the moment we use a 2048 bit key, SHA256 with RSA and allow TLS1.2  
1116 and above.

1117 **Q6. Have you disabled TLS 1.0 support?**

1118 Yes. TLS 1.0 and 1.1 have been disabled.

1119 **Q7. What encryption key management processes are in place?**

1120 We use AWS to manage our encryption keys and provide them to authorised servers at  
1121 the right moment.

1122 **Q8. The data centre hosting Tapestry is ISO 27001 accredited. Which version of ISO 27001  
1123 is it, and who is the accrediting company?**

1124 The version is 2022, and the accrediting company is EY CertifyPoint.

1125 **Q9. Do you follow any other standards or hold any other certifications?**

1126 Yes, we are Cyber Essentials Certified.

1127 **Q10. Which board member is responsible for security?**

1128 Our Managing Director, Stephen Edwards, is responsible for security.

1129 **Q11. Can you provide evidence that security and information security are part of your  
1130 financial and operational risk reporting mechanisms, ensuring that the board would be  
1131 kept informed of security and information risk?**

1132 We are a small firm so our board, Stephen Edwards and Helen Edwards, are closely  
1133 involved in every decision taken by the firm.

1134 We are very aware of the importance of information security. We discuss it in almost  
1135 every meeting and we continuously attempt to improve our security.

1136 We have a weekly formal review of our security state (see above)

1137 We get independent penetration testers to review our system (see above)

1138 **Q12. Can you provide evidence of processes to identify and ensure compliance with  
1139 applicable legal and regulatory requirements?**

1140 We discuss compliance regularly in our senior management meetings and track  
1141 compliance tasks to completion.

1142 We have appointed a Data Protection Officer to hold us to account on this point.

1143 **Q13. Do you track the status, location and configuration of service components  
1144 throughout their lifetime?**

1145 Yes. Our software configuration is managed under version control, with repeatable  
1146 builds and change logging.

1147 Yes. Our hardware configuration is managed under version control, with repeatable  
1148 builds and change logging.

1149 **Q14. Do you assess changes to the service for potential security impact and monitor that**  
1150 **impact to completion?**

1151 Yes.

1152 **Q15. How are potential new threats, vulnerabilities or exploitation techniques which**  
1153 **could affect the service assessed?**

1154 We run regular automated tests and internal security reviews to examine the  
1155 configuration and security of our servers.

1156 We engage external penetration testers to assess our system against the latest threats.

1157 **Q16. Do we use relevant sources of information relating to threat, vulnerability and**  
1158 **exploitation techniques, e.g. NIST, NCSC?**

1159 Yes. We monitor CVEs relating to the software our service depends on.

1160 Yes. We regularly review guidance from the NCSC and OWASP. We do not regularly  
1161 review guidance from NIST.

1162 **Q17. How are known vulnerabilities prioritised and tracked until mitigations have been**  
1163 **deployed?**

1164 We have automated notifications of vulnerabilities that are in our deployed code. These  
1165 notifications are only quietened when fixes have been deployed.

1166 We have internal issue tracking for required code and deployment changes.

1167 We review and prioritise remaining security actions at least once a week.

1168 **Q18. What are the timescales for implementing mitigations? E.g. in patching policy?**

1169 This depends on the vulnerability.

1170 For instance, if we believe the vulnerability could lead to data exposure, we would  
1171 immediately take Tapestry offline while we fix the vulnerability. Because Tapestry  
1172 would be offline, it would be our highest priority to fix. We have procedures for calling  
1173 in engineers out of hours and at weekends. We have procedures for deploying changes  
1174 to our production configuration within hours.

1175 If the vulnerability was assessed as being of low risk, it would be deployed as part of our  
1176 regular code and configuration updates. These tend to be made at least once every two  
1177 weeks and are often made several times a week.

1178 **Q19. Other than for fault-finding, are activity logs monitored for suspicious activity,**  
1179 **potential compromises or inappropriate use of the service?**

1180 Activity logs for our backend system have automated alerting for suspicious activity.  
1181 These alerts are seen by all developers and by Stephen Edwards.

1182 Activity logs for our customers are not monitored by us. They are available to customers  
1183 to monitor.

1184 **Q20. Do we have an incident management process?**

1185 Yes. An incident will be uniquely identified and a named individual will be allocated  
1186 responsibility for managing an incident through our support system. We have standard  
1187 procedures for common incidents.

1188 **Q21. What is the process for the vendor to report incidents to the customer?**

1189 See “Keeping in touch about security” above.

1190 **Q22. Can we require passwords to be changed every X days?**

1191 No. The UK National Cyber Security Centre recommend that you DO NOT require users  
1192 to change passwords every X days.

1193 If you suspect a password or email account may have been compromised, you can make  
1194 the account inactive and then manually force the password to be changed. We can do  
1195 this in bulk for all accounts if you contact us.

1196 **Q23. Which NCSC system architecture do you use?**

1197 Of the list at <https://www.ncsc.gov.uk/guidance/systems-administration-architectures>  
1198 our system is closest to the ‘bastion’ model.

1199 The service is run on partitioned and private networks. Management functions are  
1200 carried out by devices on the corporate network which access the private networks  
1201 through bastions.

1202 **Q24. What provision is made for customers to access / monitor audit records for system /  
1203 data access?**

1204 Customers have direct self-service access to logs that show changes to data.

1205 We can provide logs of who has viewed data on request to [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

1206 **Q25. Does your organisation have differentiated access to data depending on the  
1207 sensitivity level?**

1208 Yes. Our default is ‘no access’ and our systems are designed to minimise access to data.  
1209 Different people and the different roles they carry out have different access to data and  
1210 different requirements for what authorisation they must have before accessing it. We  
1211 regularly review who can access what and why to ensure we are private and secure by  
1212 default.

1213 **Q26. How long would it take to regain service in a disaster?**

1214 The time taken to restore our service will depend on what caused the loss of service and  
1215 how much was lost. That is why, although we do our best to provide Tapestry at all  
1216 times, we cannot guarantee it.

1217 But to give you an idea, here are a few scenarios:

1218 *A school's data is deleted:* If the loss of service is because a school let their contract lapse  
1219 and therefore their data was deleted from our primary systems in line with our  
1220 contract, but then the school changed their mind and wanted the data back before it had  
1221 been deleted from our backups, then restoring a single school's database from a backup  
1222 should take us a few business hours. If all the media (pictures, videos etc) have been  
1223 deleted for a single school and need to be restored from backups then the time taken to  
1224 restore them will depend on how many there are, but should rarely take more than a  
1225 business day. This is just the time to complete the technical work. If there are also  
1226 contractual bits of work to be done, or if we need to verify your identity, or if your  
1227 request arrives at a particularly busy time (like the start of September) then getting  
1228 everything sorted may take longer.

1229 *A server dies:* All of our servers have redundant copies that are automatically used when  
1230 a server crashes, dies or otherwise blows up. If the cause was something to do with the  
1231 server itself, such as a hardware fault, then that usually means at most a few minutes of  
1232 downtime and can often be managed without any loss of service at all. However, if the  
1233 cause was something external that destroys each of our servers in turn as they come  
1234 online then the elapsed time will be however long it takes us to get to the bottom of the  
1235 root cause and come up with a fix. We'd treat this as the top priority for the firm and  
1236 because our engineers are in-house and we have an 'on call' system outside of business  
1237 hours we'd do everything we can to minimise the disruption.

1238 *All three data centers in Ireland are destroyed:* If the loss of service has been caused by a  
1239 complete failure of all three of our primary data centres in Ireland, and we have to  
1240 completely rebuild Tapestry in a new data centre in a new location (including  
1241 configuring new servers etc), then we would hope to have the contents of our schools  
1242 databases (so all the text-based records) restored in 24 to 48 hours. Restoring all of the  
1243 pictures, videos, etc for every school could then start, but due to the sheer quantity of  
1244 data, could take a week or more to complete depending on the bandwidth we could put  
1245 in place between our backup data centres and our new data centres. Again, getting  
1246 everything up and running would be an absolute priority for the business.

1247 **Annex C: Tapestry Privacy**

- 1248 1. This annex describes our privacy policy for people who access Tapestry  
1249 Childhood Education Platform, (<https://tapestryjournal.com>). This policy is  
1250 intended to be shared with any person who uses Tapestry as part of their “right  
1251 to be informed” under UK or EU data protection law. Since we operate as a Data  
1252 Processor for our customers, the Data Controller (the childminder, educator,  
1253 nursery, school or similar educational organisation), will need to provide extra  
1254 information to fulfil the “right to be informed”. We describe this extra  
1255 information briefly in ‘[Annex A: Tapestry Data Protection](#)’ and you can get more  
1256 guidance from the UK Information Commissioner’s Office: [https://ico.org.uk/for-  
1257 organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-  
1258 rights/right-to-be-informed/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/right-to-be-informed/).
- 1259 2. We are The Foundation Stage Forum Ltd, a company registered in England with  
1260 company number 05757213 and a registered address of WaterCourt, 65 High  
1261 Street, Lewes, England, BN7 1XG, UK.
- 1262 3. Our customers are childminders, educators, nurseries, schools or similar  
1263 educational organisations.
- 1264 4. You are someone who has been given access to Tapestry by one of our  
1265 customers. For example, you could be a member of staff, a relative of a child, the  
1266 child themselves, or someone acting on behalf of a child.
- 1267 5. You may have rights under UK or EU Data Protection legislation relating to  
1268 information we store about you. These rights are described here:  
1269 <https://ico.org.uk/for-the-public/>. If you want to exercise those rights, please  
1270 contact the customer who is storing data in Tapestry in the first instance (e.g.,  
1271 the school or nursery). If they want help in carrying out your request, they can  
1272 contact us.
- 1273 6. Our lead supervisory authority for data protection is the UK Information  
1274 Commissioner’s Office (<https://ico.org.uk>).

1275 **The Service**

- 1276 7. Our customers pay us to provide them with a service that allows them to:
- 1277 • create online learning journals for children under their care
  - 1278 • monitor those children’s progress
  - 1279 • Create bookings, invoices, and record registrations
  - 1280 • share this/some of this information with their staff and, if they wish, the  
1281 relevant children’s parents and carers.

1282 **What data do we collect and for what purpose?**

- 1283 8. Our customers may choose to store some of the following data on our service:
- 1284 • The names and email addresses of their staff
  - 1285 • The names, dates of birth, genders, and postcodes of their children
  - 1286 • The names and email addresses, and billing addresses of the parents and  
1287 relatives of their children
  - 1288 • Records relevant to the additional support the children receive e.g., SEN  
1289 Status and whether English is an additional language for them.
  - 1290 • The contents of a learning journal:

- 1291 ○ assessments of children’s performance
- 1292 ○ notes, photographs and videos by and of the children
- 1293 ○ comments by staff, children and relatives
- 1294 ● A record of the children’s care:
  - 1295 ○ what they ate and drank
  - 1296 ○ toileting
  - 1297 ○ how they slept
  - 1298 ○ whether they had any accidents
  - 1299 ○ comments by staff and relatives
- 1300 ● A record of the children’s booked sessions and attendance:
  - 1301 ○ when they were scheduled to attend
  - 1302 ○ when they were recorded as being present or absent
  - 1303 ○ notes relating to that attendance (e.g., whether they didn’t attend
  - 1304 because they were ill)
- 1305 ● Invoices and financial data:
  - 1306 ○ for regular and additional booked sessions
  - 1307 ○ for extras e.g. food, late fees, school trips etc
  - 1308 ○ records of payments made
  - 1309 ○ records of credits and debits.
- 1310 ● A register of the children’s attendance:
  - 1311 ○ when they were recorded as being present
  - 1312 ○ notes relating to that attendance (e.g., whether they didn’t attend
  - 1313 because they were ill)
- 1314 ● Activities that are planned:
  - 1315 ○ worksheets and other materials needed to carry out the activity
  - 1316 ○ questions and answers on the activity by staff, children and relatives
- 1317 ● Memos or notices that the customer wishes to share with relatives:
  - 1318 ○ documents that might be attached to the Memo
  - 1319 ○ questions and comments made by staff and relatives
- 1320 ● Reflections on particular children, particular activities, or particular aspects
- 1321 of the customer’s setting.
  - 1322 ○ comments and additional reflections by other staff.
- 1323 ● Documents that the customer needs to manage or share with relatives.

1324 In addition, when you visit the Tapestry website we collect:

- 1325 ● Your IP address.
- 1326 ● Information your computer sends about its web browser and operating
- 1327 system.
- 1328 ● What pages you look at (e.g., the list of observations).
- 1329 ● The content of filled in forms.
- 1330 ● Your School ID and user ID.
- 1331 ● Session tokens.

1332 If you use our app we also collect:

- 1333 ● The make and model of your phone or tablet.
- 1334 ● The version of your phone or tablet’s operating system.
- 1335 ● Details of any crashes that occur in the application.

1336

1337 9. Our customers store this information to manage their setting and record, analyse  
1338 and, if they wish, share the progress of their children.  
1339

1340 We only use this data to:

- 1341 • Do things that our customers, or the people they give permission to, request.
- 1342 • To provide, fix and improve the service. This may include statistical  
1343 processing to allow us to understand our customers and their use better, e.g.  
1344 the number of accounts with children of a certain age in them. This sort of  
1345 analysis will be carried out only with aggregated and anonymized data and  
1346 no attempt to identify the data subjects will be made.
- 1347 • In the case of email addresses, to send service emails, for example, account  
1348 creation emails (for managers, staff, and relatives) and emails about  
1349 important changes to the account (to managers).

1350  
1351 10. To be absolutely clear: we don't use personal data for marketing; we don't share  
1352 personal data with others to do marketing.

### 1353 What is the lawful basis for processing this data

1354 11. Our customers decide and must tell the data subjects the lawful basis for the data  
1355 they add to Tapestry. Please note, 'consent' is not the only lawful basis for storing  
1356 data and our customers may have a different legal basis.

### 1357 Whose data is it?

1358 12. We don't claim ownership of the data entered into Tapestry. We only use it  
1359 according to our customer's instructions to provide the service described above.

1360 13. In terms of UK and EU data protection legislation, our customers are the "Data  
1361 Controller" and we are the "Data Processor".

1362 14. However, we are the "Data Controller" in the following instances:

- 1363 • The content of our customer billing system.
- 1364 • The content of our support ticket system.
- 1365 • The content of our forums.
- 1366 • The email marketing we carry out when users opt in. This is described in its  
1367 own policy [https://eyfs.info/forums/topic/51993-mailing-list-privacy-](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)  
1368 [policy/](https://eyfs.info/forums/topic/51993-mailing-list-privacy-policy/)
- 1369 • The content of our CPD site if you choose to use it. This is described in its own  
1370 privacy policy on <https://cpd.tapestry.info/>.

1371 These exceptions are described in more detail in [Annex E](#) and [Annex F](#).

### 1372 Who do we share data with?

1373 15. We do not share data, except as explicitly instructed by our customers and to  
1374 sub-processors as agreed to by our customers in this contract.

1375 **How do we collect the data?**

1376 16. Most data is entered by our customers directly into our website or through our  
1377 app. Our customers may, if they wish, permit parents and relatives of children to  
1378 add data to the service. Our customers may, if they wish, make use of our  
1379 integrations to add data (see Annex I).

1380 17. Some data (described above) is sent automatically by users' web browsers or by  
1381 our app.

1382 18. We may store cookies on your computer in order to verify that you are logged in  
1383 and to store your preferences. The cookies themselves do not contain any  
1384 identifiable information about you or about what you look at.

1385 **Can I see my data that is stored on your system?**

1386 19. Yes. The school, childminder, nursery or similar educational organisation, can  
1387 give you a copy of data about you that they or you have stored in Tapestry. We  
1388 can provide them with a copy of any of the other data that has been collected  
1389 (e.g. our records of your IP address and / or make and model of your tablets etc.)  
1390 to pass on to you.

1391 **Can I have my data corrected or deleted?**

1392 20. Yes. The school, childminder, nursery or similar educational organisation, can  
1393 correct or delete the data they or you have stored in Tapestry.

1394 21. The process of deletion is gradual: initially deleted data is moved to a 'deleted'  
1395 area in case it was deleted in error. After a delay, it is then permanently deleted  
1396 from our main systems. After a further delay, it is then permanently deleted from  
1397 our backups.

1398 **What are our customer's responsibilities?**

1399 22. Our customers decide who to add data about, what data to add, and how long to  
1400 keep it for. They have overall responsibility for complying with Data Protection  
1401 law (or the equivalent in other countries).

1402 We describe this in more detail in the contract we have with our customers. But,  
1403 for instance, they have to:

- 1404 • Ensure they have a legal basis for what data they store on Tapestry and who  
1405 they share it with.
- 1406 • Think about what information it is appropriate to share with whom, given  
1407 their situation and that of the children under their care.
- 1408 • Respond to requests for access to data.
- 1409 • Train their staff about sensible security and confidentiality precautions:
  - 1410 ○ Taking care of passwords.
  - 1411 ○ Taking care not to install software on computers that may  
1412 compromise security.
  - 1413 ○ Taking care not to access material from inappropriate places where it  
1414 can't be kept appropriately confidential.

- 1415 • Delete data when it is no longer required.
- 1416 • Remove access for people who no longer need access.
- 1417 • Give parents instructions in accordance with their safeguarding policy.

## 1418 **Contacting Us**

1419 23. You can contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info) or WaterCourt, 65 High Street,  
1420 Lewes, England, BN7 1XG, UK.

1421 24. We also have a Data Protection Officer, Tim Pagett, who can be reached at  
1422 [dpo@eyfs.info](mailto:dpo@eyfs.info).

## 1423 **Annex D: Tapestry Sub-processors**

1424 This Annex contained details of our use of sub-processors, where to find our list of sub-  
1425 processors and our procedure should we wish to change a sub-processor. These details  
1426 have subsequently been added into the main contract where we hope they are more  
1427 accessible for customers.

## 1428 **Annex E: Customer billing, and support data**

- 1429 1. We are The Foundation Stage Forum Ltd, a company registered in England with  
1430 company number 05757213 and a registered address of WaterCourt, 65 High  
1431 Street, Lewes, England, BN7 1XG, UK.
- 1432 2. You are a childminder, educator, nursery, school or similar educational  
1433 organisation.
- 1434 3. This annex relates to data in our customer, billing, and support system. It does not  
1435 relate to data placed in the Tapestry online learning journal (see [Annex A](#)) or to  
1436 data placed in our discussion forums (see [Annex F](#)) or to support material, such as  
1437 tutorials, videos and descriptions of our product that are hosted on our websites,  
1438 but it does relate to the information we store about forum account holders.

### 1439 **What data do we collect?**

- 1440 4. If you take out a trial or purchase a Tapestry account we collect and store the  
1441 following information:
- 1442 • Your name, email address, contents of email, billing/postal address, and  
1443 telephone number.
  - 1444 • The name, email address, billing/postal address, and telephone numbers of  
1445 anyone you tell us administers or pays for your account with us..
  - 1446 • The name and address of your organisation.
  - 1447 • Your mailing list subscription status
- 1448 5. Statistical data about your interactions with marketing emails if you subscribe to  
1449 them, e.g., number of opens. If you contact us by email or through our support  
1450 ticket system, we collect and store your email address and the contents of the  
1451 email.
- 1452 6. If you contact us by telephone, post or face-to-face we may also keep notes of those  
1453 interactions. We record telephone calls for training and monitoring purposes – the  
1454 caller is notified of this and given the option to opt-out of call recording.
- 1455 7. Credit card payment information is given directly to a payment service provider.  
1456 We do not hold any credit card information ourselves.

### 1457 **Why do you need this data?**

- 1458 8. Our lawful basis for collecting this data under EU and UK data protection law is  
1459 'contract'. We need this data to:
- 1460 • charge you for our service
  - 1461 • respond to questions or problems raised by you about our service
  - 1462 • provide access to Tapestry and our discussion forum
  - 1463 • contact you if we have questions about your account or we have  
1464 information you need to know about
  - 1465 • decide what changes to make to our service.

1466 **Who do you share this data with?**

- 1467 9. We make use of subcontractors to provide our service to you and they may see  
1468 some or all of this data. You can find a list of our sub processors on our 'Tapestry  
1469 Sub Processors' page on our information site: [https://tapestry.info/tapestry-sub-  
1470 processors/](https://tapestry.info/tapestry-sub-processors/)
- 1471 10. If you contact us in relation to a particular Tapestry account then we may share  
1472 that data with other people who we believe represent the organisation that owns  
1473 that account. For example, if a teacher contacted us to instruct us to permanently  
1474 delete a particular child's data, and then the head of the school later contacted us to  
1475 ask why a child had been deleted, we would share the instruction from the teacher  
1476 with the head.
- 1477 11. We do not share your data with companies other than our sub processors. We do  
1478 not sell your data ever.

1479 **Where is the data stored?**

- 1480 12. The processing and storage of this data may happen inside and outside of the UK  
1481 and European Economic Area (EEA), provided we ensure that transfers made  
1482 outside of the UK and EEA are made in compliance with Chapter V GDPR.

1483 **How long do you keep this data?**

- 1484 13. We keep your data for as long as you continue to access your Foundation Stage  
1485 Forum account, plus 7 years. If you do not sign in during those 7 years, we will  
1486 delete your data. If you would like it deleting sooner, email us on  
1487 [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

1488 **How do I exercise my rights under data protection law?**

- 1489 15. We are the data controller of this data.
- 1490 16. Your rights under UK data protection law are described at [https://ico.org.uk/for-  
1491 organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-  
1492 rights/](https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/individual-rights/individual-rights/) They include the right to see and correct this data.
- 1493 17. To exercise those rights, contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).
- 1494 18. If you are in the EU, your rights under the GDPR are similar and can be exercised in  
1495 the same way.
- 1496 19. We also have a Data Protection Officer, Tim Pagett, who can be reached at  
1497 [dpo@eyfs.info](mailto:dpo@eyfs.info).
- 1498 20. Our lead supervisory authority for data protection is the UK Information  
1499 Commissioner's Office (<https://ico.org.uk>).

## 1500 **Annex F: Use of our discussion forum**

- 1501 1. We are The Foundation Stage Forum Ltd, a company registered in England with  
1502 company number 05757213 and a registered address of WaterCourt, 65 High  
1503 Street, Lewes, England, BN7 1XG, UK.
- 1504 2. You are a childminder, educator, nursery, school or similar educational  
1505 organisation.
- 1506 3. We have a discussion forum (<https://eyfs.info>) that you may use to discuss issues  
1507 facing childminders, educators, nurseries, schools or similar educational  
1508 organisations.

## 1509 **Liability**

- 1510 4. We do not vouch for the accuracy, completeness or usefulness of any material on  
1511 the forum. Use it at your own risk.
- 1512 5. The material expresses the views of the author of the material, and not necessarily  
1513 our views.
- 1514 6. If you feel any material on the forum is objectionable, please contact us  
1515 immediately at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

## 1516 **Content and ownership of your messages**

- 1517 7. Don't post anything we won't like.
  - 1518 • We like professional discussion of the issues facing childminders, educators,  
1519 nurseries, schools or similar educational organisations.
  - 1520 • We don't like things that are unkind, illegal, lies, use language you wouldn't  
1521 want children to hear, or are shameless advertising.
- 1522 8. Don't post anything that you don't have permission to post. For instance, if you  
1523 didn't write the material you are posting, make sure you have the permission of the  
1524 person who wrote it *before* you post it.
- 1525 9. On shameless advertising: Occasionally during the course of a discussion it may be  
1526 appropriate for a you to mention a product or service with which you are involved  
1527 if it helps the discussion and doesn't annoy anyone. We will use our discretion in  
1528 those cases.
- 1529 10. If we don't like what you post, or fear you may not have permission to post it, we  
1530 will remove it.
- 1531 11. If we keep having to remove your material, or if we *really* don't like it, we will bar  
1532 you from the forum.
- 1533 12. When you post material, you retain copyright but grant us the right to use the  
1534 material:
  - 1535 • without payment,
  - 1536 • in any way we choose,
  - 1537 • anywhere in the world,
  - 1538 • forever.
- 1539 13. If we use your material, we will try to attribute it to you.

1540 14. If you wish to copy material posted by someone else, please contact us or the  
1541 person who posted for permission.

## 1542 **Privacy and Data Protection**

1543 15. We store any data that you submit to us, plus your IP address, details about your  
1544 browser and computer and which pages on our site you view.

1545 16. Our lawful basis for storing and using the data is 'contract'. We store and process  
1546 this data in order to:

- 1547 • provide a discussion forum,
- 1548 • monitor abuse,
- 1549 • fix bugs
- 1550 • and to improve our service.

1551 17. Your data is stored within the EU or the UK. Our processing is carried out within  
1552 the EU or the UK. Our forum is accessible from outside of the EU and the UK, so  
1553 material you post may be viewed from outside of the EU and the UK.

1554 18. Your forum account will lapse once your Tapestry subscription lapses or, if you  
1555 have a separate forum subscription directly or through your local authority, once  
1556 that subscription lapses.

1557 19. When your forum account lapses you will no longer be able to log into the forum or  
1558 post material to the forum. At our discretion, the material you have posted may  
1559 remain on the forum.

1560 20. When your forum account has lapsed we will only use the personal information  
1561 that you have provided us to:

- 1562 • help you re-activate your forum account if you later wish to re-subscribe
- 1563 • keep track of who posted what material in case we need to attribute it to you  
1564 or in case we need to verify that you had permission to post the material.

1565 21. We will delete the personal information that you have provided us at most 7 years  
1566 after your forum account has lapsed. At our discretion, the material you have  
1567 posted may remain on the forum.

1568 22. We are the data controller for this data. To exercise your rights under UK or EU  
1569 data protection law you can contact us at [customer.service@eyfs.info](mailto:customer.service@eyfs.info).

1570 23. We have a Data Protection Officer, Tim Pagett, who can be reached at  
1571 [dpo@eyfs.info](mailto:dpo@eyfs.info).

1572 24. Our lead supervisory authority for data protection is the UK Information  
1573 Commissioner's Office (<https://ico.org.uk>).

1574 **Annex G: Standard Contractual Clauses for EU customers**

1575 This Annex was for customers in the EEA if the EU did not decide UK data protection  
1576 laws were 'adequate'.

1577 Fortunately, the EU *has* decided the UK laws are adequate and so this section has been  
1578 deleted.

1579 You can read more about this on the European Commission website  
1580 [https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-  
1581 data-protection/brexit\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/brexit_en) and we are very happy to answer your questions.

1582 **Annex H: Age appropriate design for UK customer who allow**  
1583 **children to log into Tapestry**

- 1584 1. You can permit children to log into Tapestry. This section is only relevant to  
1585 customers who enable this feature AND where the children who log in are in the  
1586 UK.
- 1587 2. The UK Information Commissioner (ICO) has created an '[Age Appropriate Design](#)  
1588 [Code of Practice for Online Services](#)'. This is a series of 15 standards for online  
1589 services, such as Tapestry, that allow children to log in.

1590 In the words of the ICO "[The code is not a new law but it sets standards and](#)  
1591 [explains how the General Data Protection Regulation applies in the context of](#)  
1592 [children using digital services.](#)" The UK ICO 'encourage[s] schools to aspire to  
1593 meet the code's 15 standards as a matter of general good practice'. For non-  
1594 schools, the UK ICO is firmer that the standards must be met.

1595 **Standard 1: Best interests of the child**

- 1596 3. See the ICO webpage '[1. Best interests of the child](#)' for more information.

1597 We have designed the feature with the best interests of older primary school age  
1598 children in mind. For most of those children, and for most ways you might use  
1599 the feature, it should be easy to comply with the code of practice.

1600 But each child is different. You need to make a judgement about each specific  
1601 child and whether enabling the feature for them would be in their best interest.

1602 It may be that due to the child's age, capability or situation that child login isn't  
1603 right to enable it for a particular child, or to only enable it for some uses (e.g., to  
1604 use in school, but not to use at home).

1605 We give you the tools to restrict the feature to particular children, and to restrict  
1606 access to the feature at home separately from access at school.

1607 **Standard 2: Data protection impact assessments**

- 1608 4. See the ICO webpage '[2. Data protection impact assessments](#)' for more  
1609 information.

1610 We cannot carry out a data protection impact assessment because only you have  
1611 all the required information about how you will use Tapestry. We do not know  
1612 exactly what categories of data you will add, your legal basis for adding them,  
1613 who you will share data with, or when you will delete it.

1614 You need to answer those questions as part of a data protection impact  
1615 assessment.

1616 We provide the information you need from us in our contract with you. If the  
1617 contract is missing something, please ask us and we will do our best to answer,  
1618 though we may have to charge our costs in doing so.

1619 **Standard 3: Age appropriate application**

1620 5. See the ICO webpage '[3. Age appropriate application](#)' for more information.

1621 We have designed the feature for older primary pupils. We have set the feature  
1622 to be off by default.

1623 You need to judge whether the feature is appropriate to an individual child's age,  
1624 abilities and understanding before enabling the feature for the child.

1625 If there is some aspect of the feature that you do not think is appropriate to the  
1626 age group, please do get in touch with us.

1627 **Standard 4: Transparency**

1628 6. See the ICO webpage '[4. Transparency](#)' for more information.

1629 We have written a short 'your data' page that children can access from within  
1630 Tapestry that explains that the work they do in Tapestry will be shared with you,  
1631 and that you might share it with others. It also explains their data protection  
1632 rights and suggests they speak with you or their parent.

1633 You will need to be ready to provide the child (and potentially their parent) with  
1634 extra detail from your data protection impact assessment about how you are  
1635 using Tapestry to process their data.

1636 **Standard 5: Detrimental use of data**

1637 7. See the ICO webpage '[5. Detrimental use of data](#)' for more information.

1638 We do not use children's personal data in any way that has been shown to be  
1639 detrimental to their wellbeing, or that goes against industry codes of practice,  
1640 other regulatory provisions, or Government advice.

1641 To be clear, we do not use data for marketing, broadcasting, in the press, in  
1642 online games, or to offer rewards.

1643 We do provide children with notifications. But those notifications are: 1. Only  
1644 visible while a child is logged into Tapestry 2. Are not designed to encourage any  
1645 detrimental behaviour (they just say things like "A Teacher commented on your  
1646 observation")

1647 We do provide: 1. Staff with the ability to like, comment and assess the work of  
1648 children. 2. The option to allow relatives to like and comment on the work of  
1649 children. 3. The option to allow children to like and comment on shared work.

1650 You will need to think about how you use likes, comments and assessments that  
1651 are visible to children in order to have a positive impact on the children.

1652 You will need to think about whether you allow relatives to like and comment on  
1653 work and, if you do, what sort of policies you need to create and how you will  
1654 communicate and police those policies.

1655 You will need to think about whether you allow children to like and comment on  
1656 shared work and, if you do, what sort of policies you need to create and how you  
1657 will communicate and police those policies.

## 1658 **Standard 6: Policies and community standards**

1659 8. See the ICO webpage '[6. Policies and community standards](#)' for more  
1660 information.

1661 We do not monitor or police the information added by you or any of your users  
1662 to Tapestry.

1663 You will need to decide what policies and community standards you put in place  
1664 and how you will police them.

1665 We have designed the feature so that children's use of it is controlled by staff and  
1666 (if staff permit) parents. The aim of this is to make it easier for staff and parents  
1667 to monitor children's use of the feature and ensure the standards are being met.

1668 We provide the ability to turn off the feature and parts of the feature for specific  
1669 children and relatives.

## 1670 **Standard 7: Default settings**

1671 9. See the ICO webpage '[7. Default settings](#)' for more information.

1672 We have set this feature to be off by default. If enabled, we have set the default  
1673 permissions to provide children with high privacy.

1674 The default setting is that the information a child enters into Tapestry will be  
1675 shared with you and no-one else. You can choose to share some of the child's  
1676 work with other children and/or relatives. You can also choose to allow children  
1677 to comment on group work.

1678 You should consider what is in the best interests of your children when deciding  
1679 whether to enable the feature and who to share a child's work with.

## 1680 **Standard 8: Data minimisation**

1681 10. See the ICO webpage '[8. Data minimisation](#)' for more information.

1682 We have designed the feature to use the minimum of amount of personal data.  
1683 We do not ask children to share any personal data – their name is all that is  
1684 required and this will have been entered by you.

1685 You should think carefully about the tasks you set children to do with Tapestry  
1686 to ensure the tasks do not accidentally lead or encourage children to share  
1687 unnecessary personal data (including pictures and videos containing personal  
1688 contact) and put policies in place to deal with the personal data if it should be  
1689 shared unnecessarily.

1690 We provide the ability to delete data added by children. If you contact us, we can  
1691 also accelerate the deletion of most data from our backup systems. However, if  
1692 you have a complex request we may need to charge for our time.

1693 **Standard 9: Data sharing**

1694 11. See the ICO webpage '[9. Data sharing](#)' for more information.

1695 We share what the child enters into Tapestry with you. You can choose to share  
1696 it with others, such as the child's relatives, other children or with a child's  
1697 subsequent school.

1698 You should develop a policy on who you share the data entered by a child with as  
1699 part of your data protection impact assessment.

1700 **Standard 10: Geolocation**

1701 12. See the ICO webpage '[10. Geolocation](#)' for more information.

1702 We do not use geolocation.

1703 **Standard 11: Parental controls**

1704 13. See the ICO webpage '[11. Parental controls](#)' for more information.

1705 We have designed the feature so that the school is in charge of when and where  
1706 children can use the feature while at school.

1707 We have also designed the feature so that the school can decide whether a child  
1708 can log in at home and, if they have more than one relative on Tapestry, which  
1709 relative's accounts they can log in from.

1710 We have designed the feature so that, when at home, a relative must log into  
1711 Tapestry first, before their child can then log in. The intention is that will place  
1712 the child's use of Tapestry under the control of the parent.

1713 You should decide whether you wish children to log into Tapestry at home and, if  
1714 you do, which relatives's accounts you wish to permit the child to log in from.

1715 **Standard 12: Profiling**

1716 14. See the ICO webpage '[12. Profiling](#)' for more information.

1717 We do not carry out any profiling.

1718 You might use data a child adds to Tapestry to assess the child, which could  
1719 construed as being a type of profiling. But this process is likely to involve your  
1720 judgement rather than being purely automatic, so is unlikely to be considered  
1721 profiling in this definition.

1722 **Standard 13: Nudge techniques**

1723 15. See the ICO webpage '[13. Nudge techniques](#)' for more information.

1724 We do not use nudge techniques to lead or encourage children to provide  
1725 unnecessary personal data. We do not permit children to turn off privacy  
1726 protections.

1727 You should think carefully about the tasks you set children to ensure they do not  
1728 accidentally 'nudge' a child into sharing inappropriately.

1729 **Standard 14: Connected toys and devices**

1730 16. See the ICO webpage '[14. Connected toys and devices](#)' for more information.

1731 We do not provide a connected toy or device.

1732 **Standard 15: Online tools**

1733 17. See the ICO webpage '[15. Online tools](#)' for more information.

1734 We provide online tools in the Tapestry Control Panel to help you to respond to  
1735 requests by, or on behalf of, children to exercise their data protection rights.

1736 We provide a page for children which explains to them and to their parents that  
1737 they should get in touch with you to exercise their rights and to find out more  
1738 about how you are using Tapestry.

1739 We have designed the feature so that teachers (when at school) and relatives  
1740 (when at home) decide when and where a child can log in. We hope this will  
1741 allow teachers and relatives to monitor the children and respond to any  
1742 concerns they have.

1743 You should ensure you have procedures in place to respond to requests to  
1744 exercise data protection rights.

1745 You should also think about how you will monitor children's use of Tapestry and  
1746 how you might respond to any concerns the children have.

1747 **Annex I: Wonde**

- 1748 1. This Annex is an addition to the main Tapestry contract. It only applies if you  
1749 upgrade your Tapestry account in order to include MIS integration via Wonde.

1750 **Subscription for the integration**

- 1751 2. Integration with your MIS is a paid for add-on to your Tapestry subscription.  
1752 3. This will cover you for the same period as your main Tapestry subscription.  
1753 4. You must pay the additional fee for this integration before it becomes available  
1754 to you.  
1755 5. It will not be included as part of your trial.

1756 **Schools with multiple Tapestry accounts**

- 1757 6. You are only liable to pay for this integration once per school, regardless of how  
1758 many Tapestry accounts you have.  
1759 7. If you have already paid the fee for the integration for one account, get in touch  
1760 with our customer service team. They will ensure all of your accounts have the  
1761 functionality enabled.

1762 **The Data**

- 1763 8. Data is collected to facilitating accurate management of student and relative  
1764 details.  
1765 9. You remain the data controller of the data imported into Tapestry via your MIS.  
1766 10. Any changes made to the data on your MIS will be synchronised overnight  
1767 through the integration.  
1768 11. Any new children and relatives added to your MIS will need to be specifically  
1769 chosen to be imported.  
1770 12. Deletions will not be triggered by actions taken on your MIS. All details relating  
1771 to data retention remains as laid out in the rest of this contract.

1772 **Security**

- 1773 13. Tapestry remains responsible for the security of the data transferred into  
1774 Tapestry via Wonde, as per Annex B.

## 1775 **Annex J: TapestryPay via Unipass**

- 1776 1. This Annex is an addition to the main Tapestry contract. It only applies if you opt  
1777 in to TapestryPay. Where details differ here to in the main body of the contract,  
1778 the information within this annex prevails in respect to your use  
1779 of TapestryPay.
- 1780 2. TapestryPay is provided by Unipaas, a payment institution authorised by the UK  
1781 Financial Conduct Authority (FCA).
- 1782 3. In addition to the agreement you hold with us, you will have your own contract  
1783 and relationship with UniPaas.

## 1784 **General Agreements**

- 1785 4. Tapestry is the data controller of some data entered into TapestryPay. You will  
1786 be the data controller for the majority of it, as outlined in your Data Processing  
1787 Agreement with Unipaas.
- 1788 5. You are based in the UK.

## 1789 **What data do we collect**

- 1790 6. We collect the following data:
  - 1791 • Your email address
  - 1792 • Transaction details e.g. amounts and that payments were made
  - 1793 • Correspondence between you and us about the TapestryPay service.

## 1794 **Why do we collect this data**

- 1795 7. We need to collect this data in order to provide the TapestryPay service to you.

## 1796 **Who do we share this data with**

- 1797 8. Tapestry may share this information with UniPaas and it's subprocessors. We do  
1798 this to comply with legal obligations.
- 1799 9. We do not share this data with any other company.

## 1800 **Where is this data processed**

- 1801 10. Data stored and processed by Tapestry will be done so within the UK and EEA.  
1802 Once shared with Unipaas it may be processed inside or outside the UK  
1803 and European Economic Area (EEA), provided they and their Sub-Processors  
1804 guarantee adequate protection under Chapter V GDPR.

## 1805 **How long do we keep this data**

- 1806 11. This data will be retained until your Tapestry account is permanently deleted as  
1807 per the main body of this contract.

## 1808 **Changes to this contract**

1809 Below is a list of material changes to this document. If you spot a change that should be  
1810 in this list, please let us know.

### 1811 **This version of the contract (2025 December 19)**

1812 This contract update is mostly for rewording and removal of duplicate content. The  
1813 most significant change, and something that impacts the meaning, is about where we  
1814 store and process data. Now, it may be processed outside the EU and UK, subject to  
1815 adequate protections being in place under Chapter V of the GDPR.

1816 Please see the tracked changes document for a full list of the edits.

### 1817 **(2024 April 02)**

- 1818 • (Annex A) Clarifying that we may access data in order to find who to contact  
1819 about an issue and to otherwise improve the service.
- 1820 • (Annex B) To say that we are Cyber Essentials Certified.
- 1821 • (Annex B) Update that some details are stored locally but encrypted on  
1822 mobile devices
- 1823 • (Annex B) Update that we are working on 2FA and to contact us for updates.
- 1824 • (Annex C) Update on the sort of data that customers might collect about the  
1825 relatives and children on their account.
- 1826 • (Annex C) Update about other situations in which we are the Data Controller
- 1827 • (Annex C) Update to include note about the company we link to if you'd like  
1828 to buy printed copies of the journal.
- 1829 • (Annex E) Clarification about the data we collect from customers for billing  
1830 and support.

### 1831 **(2022 September 12)**

- 1832 • (Annex D and E) Replaces the list of our sub processors for Tapestry and our  
1833 billing and support system with a link to a page on our website listing them.
- 1834 • (Annex D) Change to the process for updating them – instead of issuing a new  
1835 contract when we update them, we will update the linked to web page and  
1836 alert you to the change.
- 1837 • (Annex B) Clarifying who can access our backups and when we would access  
1838 them.

### 1839 **2021 September 30**

- 1840 • Annex H (lines 1686 to 1703) Update to clarify that the UK Information  
1841 Commissioner's 'Age Appropriate Design Code of Practice for Online Services'  
1842 is "not a new law but it sets standards and explains how the General Data  
1843 Protection Regulation applies in the context of children using digital services"  
1844 and that the UK ICO only "encourage[s] schools to aspire to meet the code's  
1845 15 standards as a matter of general good practice" but is firmer that other  
1846 organisations must comply.

1847 **2021 September 2**

- 1848 • Overview: (line 336) Remove mention of dispute resolution clauses in Annex  
1849 G, since those are no longer required. (line 265) Mention the new Annex H on  
1850 age appropriate design
- 1851 • Annex A: (lines 380-385) Remove mention of standard contractual clauses  
1852 for EU customers in Annex G, since those are no longer required.
- 1853 • Annex B: (line 948) Update relevant sections now children may be given  
1854 access. (lines 118 to 1172) Mention that TLS 1.0 and 1.1 have been disabled.  
1855 (lines 1283 to 1319) Add an FAQ about how long it might take us to restore  
1856 service if a disaster hit
- 1857 • Annex C: (lines 1359 to 1380) Mention that children can now enter data in  
1858 the section on the data we collect. (line 1392) Make it clear that staff only  
1859 receive a newsletter about Tapestry if they choose it.
- 1860 • Annex G: (lines 1683 to 1692) The Standard Contractual Clauses for EU  
1861 customers are no longer required.
- 1862 • Annex H: (lines 1693 to 1859) A new annex on Age Appropriate Design for  
1863 customers in the UK who allow children to log in and therefore need to  
1864 comply with the Information Commissioner's Office '[Age Appropriate Design](#)  
1865 [Code of Practice for Online Services.](#)'

1866 **2020 May 26**

1867 Line numbers mentioned in this section are the line numbers marked on the PDF copy  
1868 of the 2020 May 26 version of this contract.

- 1869 • The non-contractual note on Brexit: Updated to reflect that we are now in a  
1870 transition period.
- 1871 • Everywhere: Clarify usages of UK and EU now that the UK is no longer part of  
1872 the EU.
- 1873 • Everywhere: Fix spelling and typos
- 1874 • Overview: Update registered address of The Foundation Stage Forum Ltd  
1875 (line 240). Clarify that eyfs.info is not just a forum, it has education resources  
1876 as well (line 250). Clarify the wording again to try and make it clearer who  
1877 can claim from whom if it turns out that one party is not responsible for a  
1878 data protection breach but the other is (line 341). Clarify that, for EU  
1879 customers, parts of the contract may not be under UK law (line 344).
- 1880 • Annex A: Update registered address of The Foundation Stage Forum Ltd (line  
1881 358). Make the Annex consistent with the Overview: the contract is under  
1882 English law (line 398). Include our ICO registration number (line 400). Refer  
1883 to the 'Standard Contractual Clauses' for EU customers (line 402). Clarify that  
1884 when answering a support ticket requires us to view your data, that data will  
1885 be viewed in the UK (which is now outside of the EU) (line 422). Clarify that if  
1886 you upload material to Tapestry, you are responsible for making sure you can  
1887 do so legally (for instance, you are responsible for making sure you haven't  
1888 breached copyright in the material you upload) (line 549). Clarify where in  
1889 the document you can find help when carrying out a Data Protection Impact  
1890 Assessment (line 718). Update the Brexit FAQ (line 779).

- 1891 • Annex B: Update registered address of The Foundation Stage Forum Ltd (line  
1892 811). Make the Annex consistent with the Overview: the contract is under  
1893 English law (line 819). Update the section on encryption to include guidance  
1894 on how to stay safe and to include the forthcoming changes to our certificate  
1895 (line 1044 onwards).
- 1896 • Annex C: Update registered address of The Foundation Stage Forum Ltd (line  
1897 1306). Refer to new functions that customers could be using (line 1344).
- 1898 • Annex E: Fix numbering. Update registered address of The Foundation Stage  
1899 Forum Ltd (line 1515). Point out where the other privacy police are (line  
1900 1523). Note change of payment processor from SagePay to Global Payments  
1901 (this is for payment data where The Foundation Stage Forum Ltd is the Data  
1902 Controller) (line 1549).
- 1903 • Annex F: Update registered address of The Foundation Stage Forum Ltd (line  
1904 1581).
- 1905 • Annex G: A new annex containing the EU Standard Contractual Clauses from  
1906 decision 2010/87/EU for customers who are in the EU (line 1656 onwards).

1907 **2019 April 18**

1908 Line numbers mentioned in this section are the line numbers marked on the PDF copy  
1909 of the 2019 April 18 version of this contract.

- 1910 • Overview: Clause 26 make it clear that there would not be a limit to liability if  
1911 you or we need to claim back the compensation we have paid under a breach  
1912 of data protection law (line 307).
- 1913 • Annex A: Tapestry Data Protection: Explain that if, and only if, push  
1914 notifications are enabled by you and the end user of the app, then sometimes  
1915 the contents of the notification might go outside of the EU on its way to the  
1916 company that makes the end user's phone or tablet operating system (line  
1917 389).
- 1918 • Annex A: Tapestry Data Protection: Mention that, if you use the new Register  
1919 functionality, you might be storing data about a child's attendance (line 407).
- 1920 • Annex A: Tapestry Data Protection: Fix a typo "Repeating your in a letter to  
1921 us." should be : "Repeating your instruction in a letter to us" (line 580).
- 1922 • Annex B: Tapestry Security: Take out reference to when the last penetration  
1923 test was, this becomes out of date too quickly. Add in how to get hold of the  
1924 summary of the test and to contact us for when the last test took place and  
1925 when the next one is scheduled (line 1022).
- 1926 • Annex C: Tapestry Privacy: Mention that, if the customer uses the  
1927 forthcoming Register functionality, they might be storing data about a child's  
1928 attendance (line 1258).
- 1929 • Annex D: Tapestry Subprocessors: We have added Apple, Google and Amazon  
1930 as our forthcoming apps will offer push notifications and those notifications  
1931 go via the maker of the phone or tablet's operating system. Because we are  
1932 the Data Processor for this data, you need to consent to using these sub-  
1933 processors. You can provide your consent by enabling push notifications in  
1934 your Tapestry Control panel. If you do not provide consent the only  
1935 functionality that will be missing is push notifications (line 1402).

- 1936           •   Annex E: Billing and Support Data: We have changed our email provider from  
1937           Fastmail to Zoho Mail. Because we are the Data Controller for this, consent is  
1938           not formally required from you to make this change (line 1453).

1939   **2018 May 1**

1940   Line numbers mentioned in this section are the line numbers marked on the PDF copy  
1941   of the 2018 May 1 version of this contract.

1942   **Tapestry Data Protection**

- 1943           •   Add a section pointing out where to find in this contract the standard terms  
1944           required in a data processing agreement (lines 303-323)
- 1945           •   Attempt to clarify the wording describing that viewing Tapestry from outside  
1946           the EU means data will be transferred outside the EU to get to you (lines 351-  
1947           358)
- 1948           •   Rephrase “What data is placed into Tapestry?” to more closely match the  
1949           language of subject matter, nature and purpose, etc. that is used in data  
1950           protection legislation (lines 360-375)
- 1951           •   Remove Bursar from the list of examples of who can instruct us (line 520).
- 1952           •   Confirm that if someone who isn’t authorised tries to instruct us to do  
1953           something, we will tell you about it. (lines 525-526)
- 1954           •   Clarify what ‘written’ instruction means (lines 530-540)
- 1955           •   Added a section “Instructions we do and don’t accept” (lines 541-562).
- 1956           •   Confirm that our staff who process data are appropriately trained in data  
1957           protection (line 568).
- 1958           •   The tools to allow download of user’s data are now available (line 581).
- 1959           •   Remove section “[NOT YET IMPLEMENTED We do provide some example  
1960           documents on risks that you can customise when carrying out your own  
1961           assessments. ]” – we have provided some guidance in our forum, but not yet  
1962           example documents (line 617).

1963   **Tapestry Security**

- 1964           •   Remove the word ‘reset’ from links (line 847).
- 1965           •   Clarify the wording that confirms connections between the Tapestry apps  
1966           and our servers are encrypted (line 938).
- 1967           •   Change email to reach for keeping in touch about security. In urgent cases we  
1968           would call if we have appropriate contact details (line 1013).

1969   **Tapestry Privacy**

- 1970           •   Remove the word ‘usually’. Our customers are always the data controllers  
1971           (line 1176)

1972   **Tapestry Sub Processor**

- 1973           •   Remove the reference to Crashlytics, the forthcoming versions of the  
1974           Tapestry apps will no longer use this sub-processor (line 1153).

1975 **2018 March 12 (Second Draft)**

1976 Line numbers mentioned in this section are the line numbers marked on the PDF copy  
1977 of the 2018 March 12 draft.

1978 **Across all sections**

- 1979 • Fixed typos and improved some wording.
- 1980 • Adjust numbering that occurs because of other changes.
- 1981 • Make links to emails and websites clickable.

1982 **A note on this draft**

- 1983 • Mention the list of changes (line 163).
- 1984 • Fix dates (line 174).

1985 **Overview**

- 1986 • Clarify that we do sometimes call people back, and offer paid-for telephone  
1987 support sessions (lines 189-192).
- 1988 • State explicitly that we are GDPR compliant and this contract contains the  
1989 required clauses (lines 212-215).
- 1990 • State that the limit on liability is reciprocal (lines 268-269)
- 1991 • Clarify that some liabilities are set in law and we aren't attempting to  
1992 override them (line 268). In particular, in relation to liabilities from breaches  
1993 in data protection law (lines 270-275).

1994 **Annex A: Tapestry Data Protection**

- 1995 • Provide more detail on where data is stored (lines 308-330).
- 1996 • Confirm that we won't change where data is stored without your agreement  
1997 (lines 309-311).
- 1998 • Reference the Privacy Policy for a fuller explanation of what data is covered  
1999 by this data processing agreement (line 345).
- 2000 • Confirm that we will get your *written* consent before changing our sub-  
2001 processors (line 363).
- 2002 • Confirm that we will tell you if we become aware of a breach (line 375, line  
2003 527, lines 578-582).
- 2004 • Suggest careful consideration of the lawful basis for adding data to Tapestry  
2005 (lines 384-387).
- 2006 • Expand on the implications of the right to be informed (lines 439-451).
- 2007 • Clarify we don't license your data (line 469).
- 2008 • Clarify who can tell you to restrict processing of data (it isn't us) (line 474).
- 2009 • Clarify who can instruct us (lines 480-493).
- 2010 • Confirm that we use sub-processors in a way that is compliant with data  
2011 protection law and point to the Annex for a description of how we will seek  
2012 your agreement if we wish to change them. (lines 505-507).
- 2013 • Clarify that we will help you to 'lock-down' your account if you suspect a  
2014 breach (line 531-534).

- 2015 • Clarify that you have to notify the data protection regulator in the case of a  
2016 breach (line 539).
- 2017 • Clarify we won't delete data if we are not allowed to by law (lines 562-563).
- 2018 • Clarify that we may partially or entirely lock down your account if we suspect  
2019 a breach (lines 583-587).
- 2020 • Add a FAQ on Brexit (lines 601-605).

#### 2021 **Annex B: Tapestry Security**

- 2022 • Add VAT number (line 637)
- 2023 • Confirm that when data is deleted from our backups, it is no longer  
2024 recoverable by us (line 714).
- 2025 • Add a reminder about what to do if you suspect a password or email account  
2026 has been compromised (lines 795-803).
- 2027 • Clarify when and how we might store data on our local devices (lines 824-  
2028 829).
- 2029 • Provide more detail on what our penetration tests cover (lines 906-912).
- 2030 • Confirm that we are insured (lines 969-972).
- 2031 • Make our TLS 1.0 support more obvious (lines 987-991).
- 2032 • Clarify that you can't force password changes every X days (lines 1078-1083).
- 2033 • Confirm we have differentiated data access policies (lines 1095-1101).

#### 2034 **Annex C: Tapestry Privacy**

- 2035 • Clarify that the Data Controller will need to add more information to fulfil a  
2036 subject's right to be informed (lines 1106-1113, lines 1153-1154).
- 2037 • Give examples of who 'you' might be (lines 1120-1121).
- 2038 • Clarify that we may contact 'managers' registered with Tapestry using the  
2039 contact details they have entered if we have a question or concern about the  
2040 associated Tapestry account (lines 1165-1167).
- 2041 • Clarify we also collect your IP address if you use our phone or tablet app (line  
2042 1182).
- 2043 • Confirm that we do not share data about your computer or tablet (line 1193).
- 2044 • Clarify that the Data Controller will need to provide the lawful basis (line  
2045 1194-1197).
- 2046 • Remove troublesome reference to who owns data: keeping the fact that we  
2047 don't, but not claiming that you do (line 1199-1200).

#### 2048 **Annex D: Tapestry Sub-processors**

- 2049 • Confirm that they are under a written contract with us (line 1266).
- 2050 • Confirm that we use them in a way that is consistent with this contract, and  
2051 give examples in relation to common questions. (lines 1271-1279).
- 2052 • Remove references to sub-processors we have now eliminated (line 1288).
- 2053 • Explain how we will seek your written consent if we need to add or change  
2054 sub-processors (lines 1290-1299).

#### 2055 **Annex E: Billing and support data**

- 2056 • Explicitly state our lawful basis for processing data (line 1322).

- 2057 • Remove reference to United Hosting - we no longer use them (line 1330).
- 2058 • Clarify that we would share data relating to an account with other
- 2059 representatives of that account. (lines 1334-1339).
- 2060 • Clarify that we do use your data to improve our service (line 1341).

2061 **Annex F: Use of our discussion forum**

- 2062 • Explicitly state our lawful basis for processing data (line 1405).

2063 **2018 January 5 (First draft)**

- 2064 • First public draft of new, more detailed, contract.