Key To Achieving Therapy Services Ltd
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Privacy Policy

What we hold, why we hold it, who else sees it, and what you can ask us to do.

1. Who we are

Key To Achieving Therapy Services Ltd is an occupational therapy practice working with neurodivergent children, young people, adults and families. We also trade as Diversi Valley, and we run **Diversi Beginnings**, an online membership for neurodivergent parents from pregnancy to their baby's first birthday (see section 16).

We are the **data controller** for the personal information we hold about you. We are registered with the Information Commissioner's Office, registration number **ZA767747**, and we comply with the UK General Data Protection Regulation and the Data Protection Act 2018.

We are not required to appoint a Data Protection Officer. Katie Simons, Director, is responsible for data protection in the practice and is the person to contact about anything in this policy.

2. What we collect

- Name, contact details and address.
- Date of birth, and for children the details of those holding parental responsibility.
- Access needs, communication preferences and demographic information where you choose to give it.
- Health, educational, social care and therapy-related information - this is **special category data** and is handled with the additional protections set out in section 3.
- Session notes, assessments, reports, programmes and correspondence.
- Audio and video recordings, and transcripts - see sections 7, 8 and 16.
- Payment and invoicing records.
- If you join Diversi Beginnings: your member account and profile, your sign-up answers, what you post in the members' group, questions you send us, and recordings of live calls - see section 16.
- Website usage data - see section 12.

We collect only what we need, and no more.

3. Our lawful basis for using your information

Two things have to be satisfied before we can use your information: a lawful basis under **Article 6**, and, for health and other special category information, an additional condition under **Article 9**. This section sets out both.

Article 6 - general basis

Basis	What we use it for
Contract	Delivering the assessment, therapy, report, membership or other service you have engaged us for, and taking payment for it
Legal obligation	Safeguarding duties, HCPC professional requirements, tax and company law, and responding to a court or tribunal

Basis	What we use it for
Legitimate interests	Keeping accurate clinical records, protecting our staff and clients, defending or investigating a complaint or claim, and improving our services, including using themes from Diversi Beginnings members' answers with names removed
Consent	Optional things only - case studies, testimonials, marketing, and sharing your information for a purpose outside the agreed work

Article 9 - health and other special category information

Almost everything clinical we hold is special category data. For our clinical work we rely on **Article 9(2)(h)** - the provision of health or social care and treatment, and the management of health care services - together with the condition at **paragraph 2 of Part 1 of Schedule 1 to the Data Protection Act 2018**.

That basis applies because our clinical work is carried out by, or under the responsibility of, a professional who is subject to a duty of confidentiality - an occupational therapist registered with the Health and Care Professions Council.

Where we need to use special category information to establish, exercise or defend a legal claim - for example in responding to a complaint or a tribunal matter - we rely on **Article 9(2)(f)**.

> For our clinical work, we do **not** rely on your consent as the basis for holding your clinical record. This matters in both directions. You cannot be asked to consent to something we are professionally required to do. And because the basis is not consent, withdrawing consent does not delete a clinical record we are legally and professionally obliged to keep.

> **Diversi Beginnings is different.** The membership is education and peer support, not treatment, and it does not create a clinical record. For health information you choose to share in the membership, we rely on your **explicit consent** under **Article 9(2)(a)**, which you give when you join and on the member question form. You can withdraw it at any time - see section 16.

We maintain an **Appropriate Policy Document** setting out how we comply with the data protection principles when processing special category data, and our retention and erasure arrangements for it. A copy is available on request.

4. How we use your information

- To carry out assessments, therapy, programmes and reports.
- To keep the professional records our regulator and our insurer require.
- To respond to enquiries and referrals.
- To manage appointments, memberships, invoicing and payment.
- To run the Diversi Beginnings membership, its online community, live calls, answer videos and question form.
- To communicate with others involved in your care where you have agreed, or where we are required to.
- To meet safeguarding, legal and regulatory obligations.

We never sell or trade your information, and we do not use it for automated decision-making or profiling.

5. Who has access to your information

Our team

Katie Simons (Director and Lead Occupational Therapist). Where we engage them, a practice administrator and associate occupational therapists also work with us on a self-employed basis. They are bound by written confidentiality obligations and written data processing terms, and access is limited to what each needs for their role.

Where a practice administrator is engaged, they are the first point of contact for enquiries and so will see initial correspondence, including anything you include in it. Diversi Beginnings member information is managed by Katie Simons.

Others we may share with

- **Where you have agreed** - schools and settings, local authorities, NHS services, solicitors, and other professionals involved in the care of you or your child.
- **Where we are required to** - courts and tribunals, the HCPC, safeguarding authorities, and anyone else we are compelled to disclose to by law.
- **Where there is a risk** - if we believe you or someone else is at risk of serious harm, we may share information without consent. Wherever it is safe to do so, we will tell you first. This applies to Diversi Beginnings too.
- **Clinical supervision** - we discuss our work in professional supervision. This is anonymised.
- **Complaint handling** - where a complaint requires independent review, a suitably qualified external reviewer may see the records relevant to it, and only those.
- **Other Diversi Beginnings members** - see what you choose to post in the members' group (section 16).

6. The systems and suppliers we use

These organisations process information on our behalf, under written data processing terms. Access is limited to what is necessary.

Supplier	What it is used for
Zanda	Clinical records, documentation, scheduling and secure storage
Wix	Our website, membership plans, members' area, the Diversi Beginnings online community (Wix Groups) and website forms
Microsoft 365	Email, virtual meetings, file storage and secure communication
Google Workspace (Gmail and Google Drive)	Email and file exchange, including secure sharing of draft reports
Plaud	Audio capture and transcription of sessions, meetings and calls
Anthropic (Claude) and OpenAI (ChatGPT)	AI-assisted drafting and document preparation - see section 7
Adobe	Producing secure, read-only PDF reports

Supplier	What it is used for
Canva	Producing visual therapy resources and educational materials (no clinical information)
Xero	Invoicing, billing and financial records
Stripe and PayPal	Card payment processing, including membership payments taken through Wix
Zoom	Video appointments, meetings and Diversi Beginnings live calls

Some of these suppliers store or process information outside the UK. Where that happens we rely on UK adequacy regulations, or on International Data Transfer Agreements or Standard Contractual Clauses with the appropriate additional safeguards. We can tell you where a particular supplier holds data if you ask.

7. Artificial intelligence

We use AI-assisted tools to reduce administrative time, so that more of our limited capacity goes into direct clinical work. We set this out plainly because we think you are entitled to know, and because not every practice does.

What AI is used for

- Transcribing sessions, meetings and calls so that notes are accurate.
- Structuring, summarising and editing written material.
- Preparing drafts of documents, letters, administrative forms and educational resources.

What AI is not used for

- It does not make clinical decisions.
- It does not generate clinical opinions, findings or recommendations.
- It does not determine what goes into a report or what is recommended for you or your child.
- It is not used in place of professional assessment or judgement.

> Every clinical document is written, reviewed and approved by a qualified occupational therapist registered with the HCPC, who is professionally accountable for its content. AI assists with how something is written. It never decides what is said.

What AI tools see

Some of this processing involves information that identifies you or your child. Session audio, for example, cannot be anonymised at the point of capture - names are spoken, and a voice is itself identifying.

We keep identifying detail to the minimum the task actually requires. Where a piece of work can be done without names, dates of birth, addresses or school names, we remove them before the material goes near a general-purpose AI tool. We do not put Diversi Beginnings members' posts or question form answers into general-purpose AI tools with names or identifying details attached.

We choose suppliers on the basis of the security and data protection commitments they offer, we review those arrangements, and we keep the list in section 6 up to date so you can see exactly which organisations are

involved.

You may object to the use of AI tools in relation to your information. Tell us, and we will discuss what it means in practice - usually that we work more slowly rather than not at all. We will not refuse you a service because you have objected.

If you would like more detail about a particular supplier - where they store data, or what they do with it - ask us and we will tell you what we know.

8. Recording

We record sessions, meetings and calls where it supports accurate clinical documentation, assessment and safeguarding. We will tell you when a recording is being made.

Why we do it, and on what basis

We rely on our **legitimate interests** in accurate record-keeping, accountability and the protection of both clients and staff, together with our **professional obligation** to keep proper clinical records. We have carried out a Legitimate Interests Assessment, which is available on request.

This is not a consent-based practice, and we will not ask you to agree to it as a condition of receiving care. **You have the right to object.** If you do, tell us and we will discuss alternatives - usually that means contemporaneous written notes instead. We will not refuse you a service because you have objected.

What happens to recordings

- They are used internally only.
- They are stored securely and accessed only by authorised people.
- They are deleted once the related notes or report are complete, and **in any event within 90 days of the date of the recording**.
- Transcripts that form part of the clinical record are kept with that record. Any other transcript is deleted on the same basis as the recording.

We check this monthly and delete anything that has passed the 90-day point. We have set the period at 90 days rather than something shorter because an assessment report can take six to eight weeks to complete, and we would rather publish a period we keep than one that sounds better.

A recording or transcript may be kept for longer where it relates to a safeguarding concern or disclosure, evidence for a court or tribunal, or the investigation of a complaint or claim. Where that happens, the reason is logged and the material is deleted once it is no longer needed.

> **Diversi Beginnings live calls are different.** They are group education sessions, not clinical sessions. They are recorded so members can watch later, shared only with current members, and kept as set out in section 16.

9. Recording by clients and families

Recording of sessions or meetings by clients and families is **by agreement with us**. We are usually happy to agree. Recordings can genuinely help - they let you revisit what was discussed rather than relying on memory in the moment, and that matters.

What we ask is that recording is open rather than covert, and agreed in advance. That lets us clarify the purpose, agree what is being recorded, and make sure nothing confidential about another person is captured. Where it would be useful, we may offer to record on your behalf, or ask for a copy for the clinical record.

Where a session is recorded, the recording is for your personal use. It may not be published, posted online, shared with third parties, edited, or supplied to anyone else without our written consent.

If a recording includes identifiable information about the therapist, your child or anyone else, and you use it beyond your own personal or household purposes, you may become a **data controller** in your own right under UK GDPR. That carries real obligations: keeping it secure, using it only for a lawful purpose, not sharing or editing it without authority, and responding to requests from others who appear in it.

Sharing a recording without consent, editing it misleadingly, or storing it insecurely may lead to a complaint to the ICO or a civil claim, and may affect whether we are able to continue working with you. We take this position to keep the work safe for everyone in the room, not to be difficult. If you are unsure about recording or sharing, ask us - we would much rather have the conversation.

Diversi Beginnings members may not record live calls themselves, or screenshot, copy or share group posts or recordings. This protects other members - see section 16.

10. How long we keep things

Record type	Retention
Children and young people	Until the 25th birthday, or the 26th if they were 17 at the last contact
Adults	8 years from the end of our involvement
Audio and video recordings (clinical)	Deleted on completion of the related work, and in any event within 90 days of the recording date, unless retained under section 8
AI drafting material containing client content	Deleted within 90 days of the related document being finalised
Diversi Beginnings posts, profile, sign-up answers and question form answers	Deleted 12 months after your membership ends, or sooner if you ask
Diversi Beginnings call recordings	Kept while the membership runs, with personal details edited out on request
Financial and invoicing records, including membership payments	6 years, as required for tax purposes
Enquiries that do not become clients	12 months

Records may be kept longer where there is a clinical justification, an ongoing legal matter, or a requirement of our professional indemnity insurer. We review our holdings regularly and delete or anonymise what is no longer needed.

11. Keeping your information secure

We use encrypted systems, access controls, strong authentication and device protection. Access is limited to those who need it, and our arrangements are reviewed at least annually.

If a personal data breach occurs, we will assess it immediately, contain it, and record it. Where it is likely to result in a risk to your rights and freedoms we will report it to the ICO within 72 hours of becoming aware of it. Where it is likely to result in a **high** risk to you, we will tell you directly and without undue delay.

12. Website and cookies

Our website uses cookies. Non-essential cookies - analytics, functional and marketing - are only set where you have agreed through the cookie banner. Essential cookies, which the site needs to function, are always on. This includes the cookies that keep you signed in to the members' area.

Cookies may collect your browser and device type, the pages you visit, the site that referred you, and approximate location at city level. We do not collect clinical or sensitive information through cookies, and we do not use them for profiling or advertising without your explicit agreement.

You can change or withdraw your cookie choices at any time by reopening the banner or adjusting your browser settings.

13. Your rights

Right	What it means
Access	You can ask for a copy of the personal information we hold about you
Rectification	You can ask us to correct anything inaccurate or incomplete
Erasure	You can ask us to delete information, in certain circumstances
Restriction	You can ask us to limit how we use your information
Objection	You can object to processing based on legitimate interests, including recording and AI tools
Portability	You can ask us to transfer certain information to another provider
Withdraw consent	Where we rely on consent, including for Diversi Beginnings, you can withdraw it at any time
Complain	You can complain to us about how we have handled your information, and to the ICO - see section 14

Some rights are limited where we have a legal or professional duty to retain information - clinical records, safeguarding records and tax records in particular.

To make a request, email **office@keytoachieving.co.uk** and say clearly what you are asking for. We may ask you to confirm your identity first. We respond within **one calendar month**. Where a request is complex or covers a large volume of records we may extend that by up to two further months, and we will tell you inside the first month if we need to.

If you are unhappy with how we have handled a request under this section, that is itself a data protection complaint - see section 14.

Records are usually provided electronically in a secure format. A printed copy can be sent by post if you prefer. Where information also relates to other people we may need to redact it, and in limited circumstances we may withhold information where a legal exemption applies.

14. Complaining about how we have handled your information

You have a right in law to complain to us if you think we have infringed your data protection rights. This is separate from a complaint about the service itself, and it runs on its own timescale.

You do not need to have been a client of ours to use it. If we hold information about you - as a former client, a parent, a member, someone who enquired but did not go ahead, or a person named in our records - the right applies to you.

How to complain to us

Use whichever of these suits you:

- **Online form** - keytoachieving.co.uk/data-protection-complaints
- **Email** - office@keytoachieving.co.uk
- **Post** - Katie Simons, Director, Key To Achieving Therapy Services Ltd, 32-34 The Grove, Ilkley, West Yorkshire, LS29 9EE

You do not need to use particular wording, quote any legislation, or fill in any form. Tell us what has happened in your own words and we will treat it properly. If you raise something in the course of another conversation and it turns out to be a data protection complaint, we will treat it as one from the date you raised it.

What we will do

- Acknowledge your complaint in writing. We aim to do this within **7 days**, and we will always do it within the statutory limit of **30 days**.
- Make reasonable enquiries into what happened, without undue delay.
- Keep you informed of progress, and tell you how long we expect it to take.
- Write to you with the outcome, explaining what we found and what we have done about it.
- Tell you about your right to go to the ICO, with their contact details.

We keep a record of every data protection complaint - when it arrived, what it was about, what we did, the outcome, and any change we made as a result.

If you also want to see your records

A complaint and a request for your records are two different things and run on two separate clocks. If you want both, say so and we will handle each on its own timescale - the complaint under this section, the records request under section 13.

Going to the Information Commissioner

> **You do not have to come to us first, and you do not have to wait for our answer.** You can complain to the Information Commissioner's Office at any point, whether or not you have raised it with us. We would like the chance to put things right, but that is a preference on our part, not a requirement on yours.

Information Commissioner's Office - ico.org.uk, or 0303 123 1113.

Anything else

For questions about this policy that are not complaints, contact Katie Simons, Director, at office@keytoachieving.co.uk.

15. Diversi Valley

Diversi Valley is a trading name of Key To Achieving Therapy Services Ltd, used for our professional training, CPD and resources. Everything in this policy applies to it in the same way. Bookings, purchases and enquiries made through Diversi Valley are handled under the same lawful bases, suppliers and retention periods set out above.

16. Diversi Beginnings membership

Diversi Beginnings is our paid online membership for neurodivergent parents, from pregnancy to their baby's first birthday. It is education and peer support, not therapy, diagnosis or a crisis service, and it does not create a clinical record. If you also receive 1:1 services from us, those are covered by the rest of this policy.

What we collect

- Your name, email address and member account details.
- Your plan and payment status. Payments are handled by Stripe or PayPal through Wix. We never see your card details.
- Your answers to the sign-up questions: your stage, what would help you most, and any topics you would like to explore.
- Your member profile, and what you post and comment in the members' group.
- Questions and template requests you send through the member question form.
- Recordings of live calls, which may include your voice, image and first name if you choose to share them.

Health information and explicit consent

You may choose to share information about pregnancy, birth, your health, your neurotype or your baby. This is special category data. We only process it with your **explicit consent** (Article 9(2)(a)), which you give when you join and on the question form. You decide what to share.

Think before you share

> The members' group is a shared space. **Anything you post or comment can be seen by other members.** Please only share what you would be comfortable for other members to know. Do not share information that identifies anyone else - your baby's other parent, family members, friends or the professionals you see - without their agreement. If something is private, or you need it to stay between you and Katie, use the member question form instead.

Who sees what

Information	Who can see it
Group posts and comments	Other current members and Katie
Your member profile name and photo	Other current members, alongside your posts. The member list is hidden.
Sign-up answers	Katie only
Question form answers	Katie only. If your question is answered in a video, it is shared with all members without your name or identifying details.
Live call recordings	Current members only

Your profile

Your member profile shows the name and photo you choose. You can use your first name only, and you do not need a photo. You do not need to add a bio, and we recommend you do not include health information in it. You can change or remove your profile details at any time from your account.

Live calls and recordings

Calls are recorded so members can watch later. You can keep your camera off, use your first name only, or rename yourself on the call. If you say something on a call that you later want removed, tell us and we will edit it out of the recording.

Deleting what you have shared

- You can delete your own posts and comments at any time.
- Ask us, and we will remove anything you have posted, or anything another member has posted that identifies you, within 7 days.
- When your membership ends, you lose access to the group. Your posts, profile and answers are deleted 12 months after your membership ends, or sooner if you ask.
- We cannot remove what other members have already read or remembered. That is why we ask you to think before you share.

Keeping each other's information safe

Members agree to the community ground rules, which include not screenshotting, copying, recording or sharing anything from the group or calls. If a member breaks this, we may remove content, pause their access or end their membership, as set out in the membership terms.

Withdrawing consent

Email office@keytoachieving.co.uk. We will delete your posts, profile and answers, and end your access to the community, because the membership cannot run without it. Payment records are kept for 6 years for tax.

Safety

Diversi Beginnings is not a crisis service. If something shared suggests that you, your baby or someone else is at risk of serious harm, we may share information as set out in section 5.

17. Changes to this policy

We review this policy annually, and sooner if the law changes or the way we work changes. The current version is always on our website and available on request. We will tell clients and members about any significant change to how we process personal information.

Related documents: Terms of Business · Diversi Beginnings Membership Terms · Customer Care Policy · Complaints Policy · Appropriate Policy Document · Legitimate Interests Assessment (recording) · Record of Processing Activities