

From: [Redacted] >

Sent: 07 January 2026 8:00 AM

To: [Redacted] >

Subject: Important information: Responding to FOI requests about GL Assessment's guidance

We're sharing important information about recent FOI requests and how to respond.



We hope you have had a relaxing Christmas break and a Happy New Year.

We wanted to make you aware that several of our admissions testing customers received a request on 18 December to disclose information relating to a confidential document we have previously shared with customers. The document is called: '*GL Assessment guidance for schools and local authorities regarding Freedom of Information requests and Subject Access requests*'.

As you may have received a similar request, we wanted to provide some guidance for handling any such request – particularly given that the document is exempt from disclosure under applicable FOI legislation.

In your response to this request, you may use the following wording:

The document you refer to was provided by a third party (GL Assessment) and is confidential and proprietary in nature. As such, it is exempt from disclosure under applicable Freedom of Information legislation. If you require further information, please contact GL Assessment directly.

Please also note that disclosure of the document, or related details such as the date of receipt, is restricted under the confidentiality provisions of our customer agreements.

Guidance document

The guidance document is intended to support your responses to FOI and SAR requests and does not constitute legal advice. You should always respond in accordance with your own policies and statutory obligations.

When using our guidance to respond to FOI/SAR requests please use the **document provided** for support but please **do not reference it directly in any response**. We believe it is important that all customers respond in a consistent way to these requests.

If you receive any further FOI requests relating to admissions testing, please do contact your account manager and they will be happy to support you, wherever possible.



Renaissance Vantage London, Great West Road, Brentford, TW8 9AG

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From: [REDACTED]

Sent: Tuesday, December 23, 2025 16:16

To: [REDACTED]

Subject: Re: Freedom of Information request - GL Assessment Guidance for Schools and Local Authorities regarding Freedom of Information Requests and Subject Access Requests.

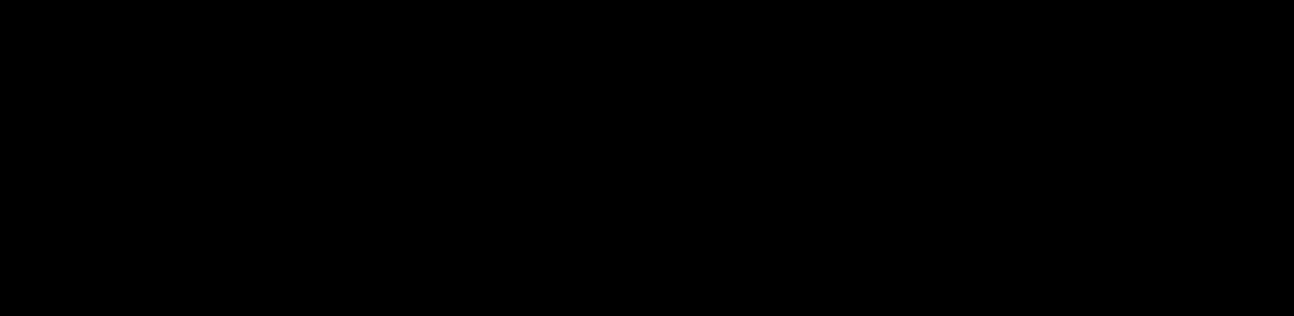
This is from GL:

Hi [REDACTED]

In case helpful for your response to the request you received, the initial view from my legal team is that an exemption applies to this request.

The document in question was provided by a third party (GL) and it is of a confidential and proprietary nature (and is marked as such). Disclosure of the receipt confirmation and date of such receipt would constitute a breach of the confidentiality obligations in our customer contracts.

Kind regards



	30 days of date of invoice in cleared funds to the bank account nominated in writing by the Supplier.
Publicity	The Recipient agrees that the Supplier may make reasonable use of the Recipient's name and logo for general publicity and promotional purposes during the Term.
D. Agreement	
By signing below, the parties confirm that they have each read, understood, and agreed to all of the terms and conditions set out in this Cover Sheet, the attached Schedules and the attached Standard Terms.	

Signed by

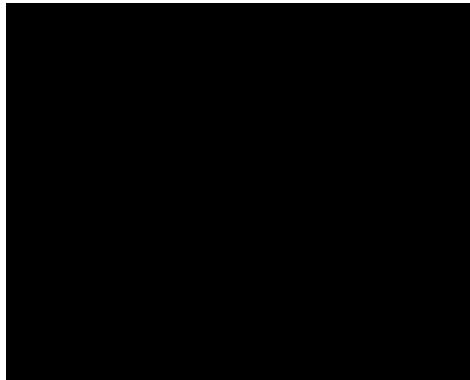
for and on behalf of

GL Assessment Limited

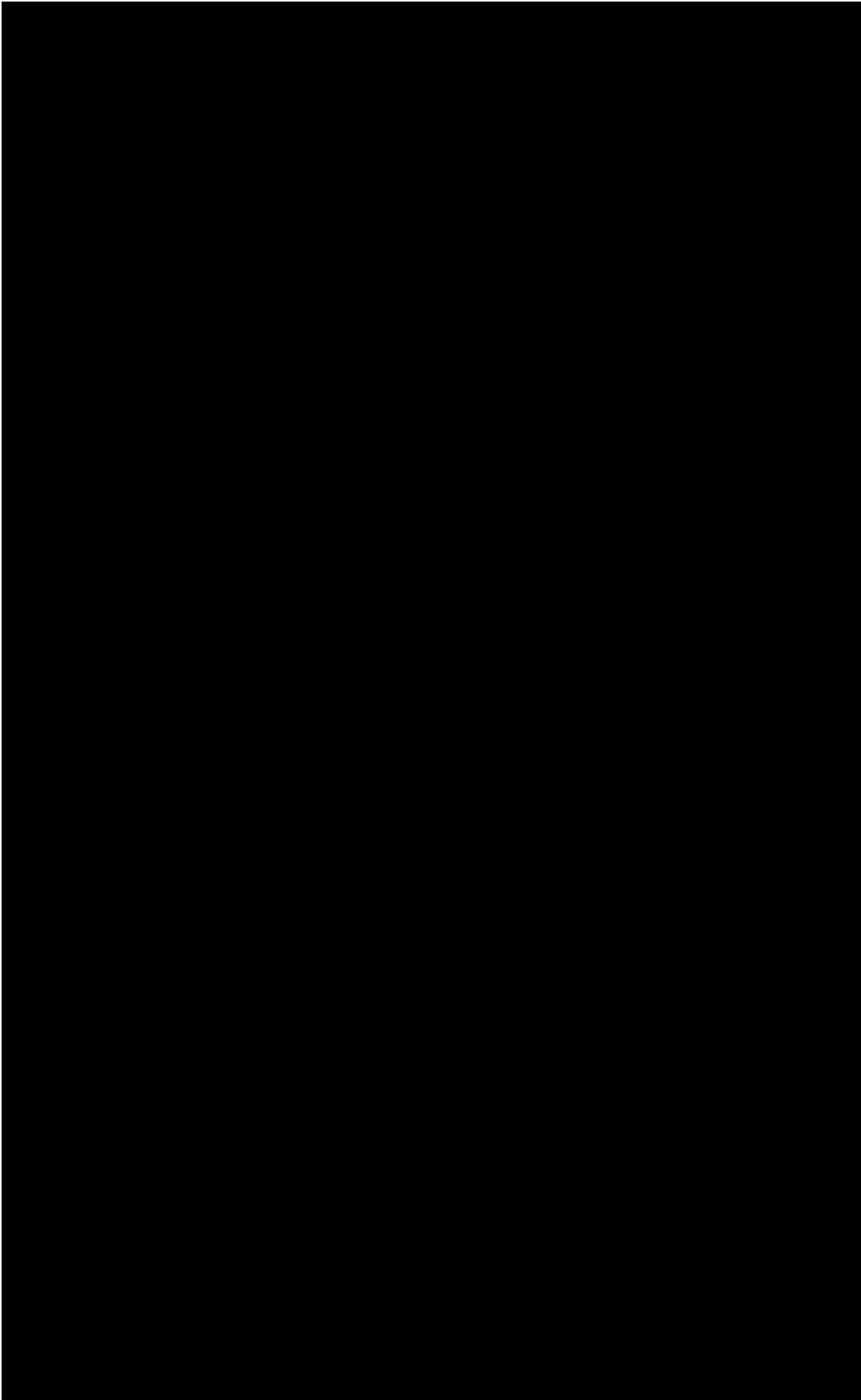
Signed by

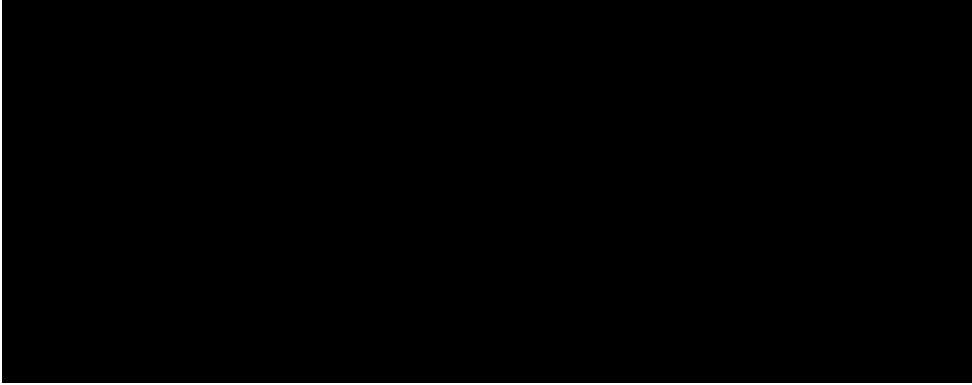
for and on behalf of

Lincolnshire Consortium

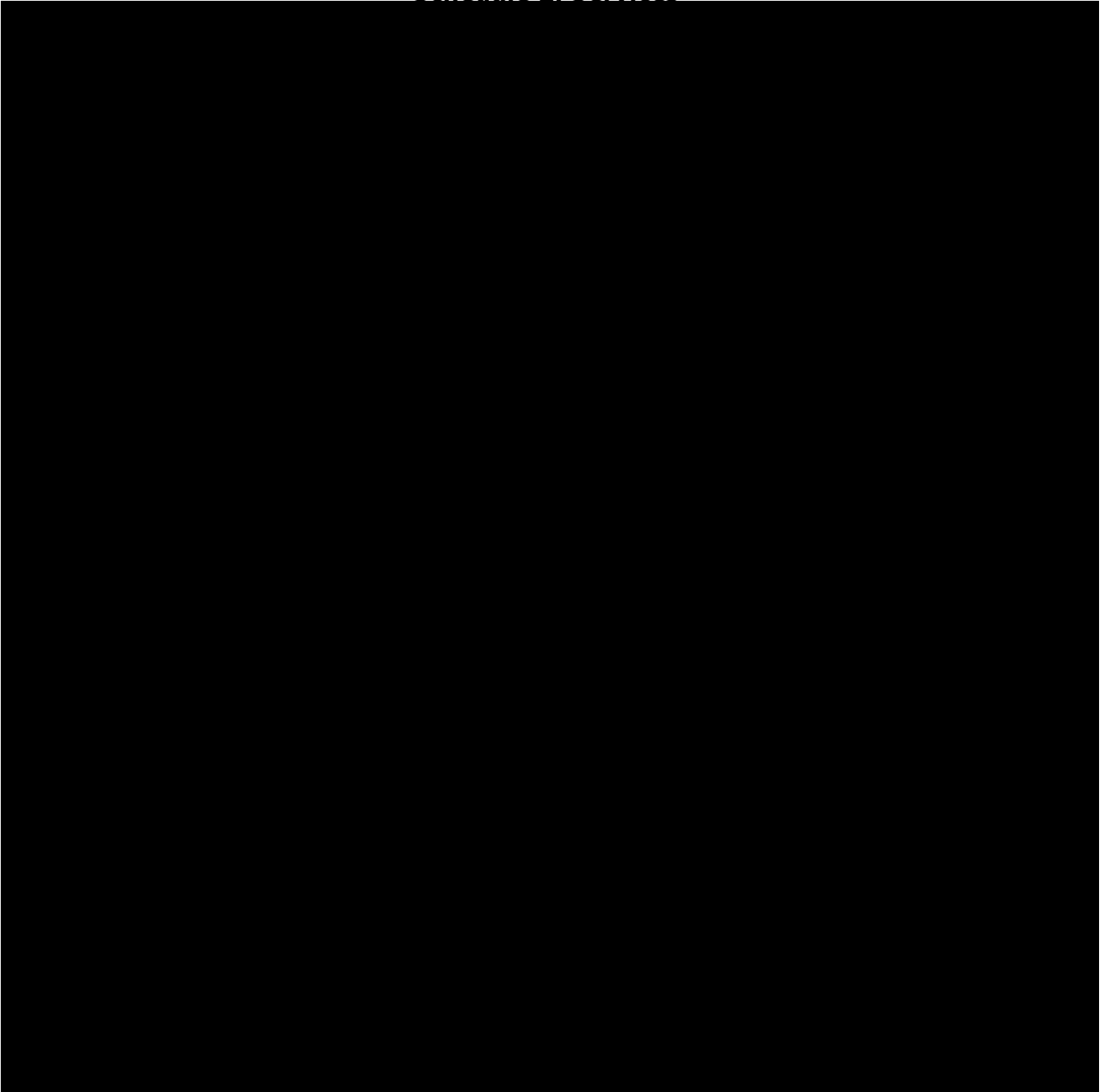


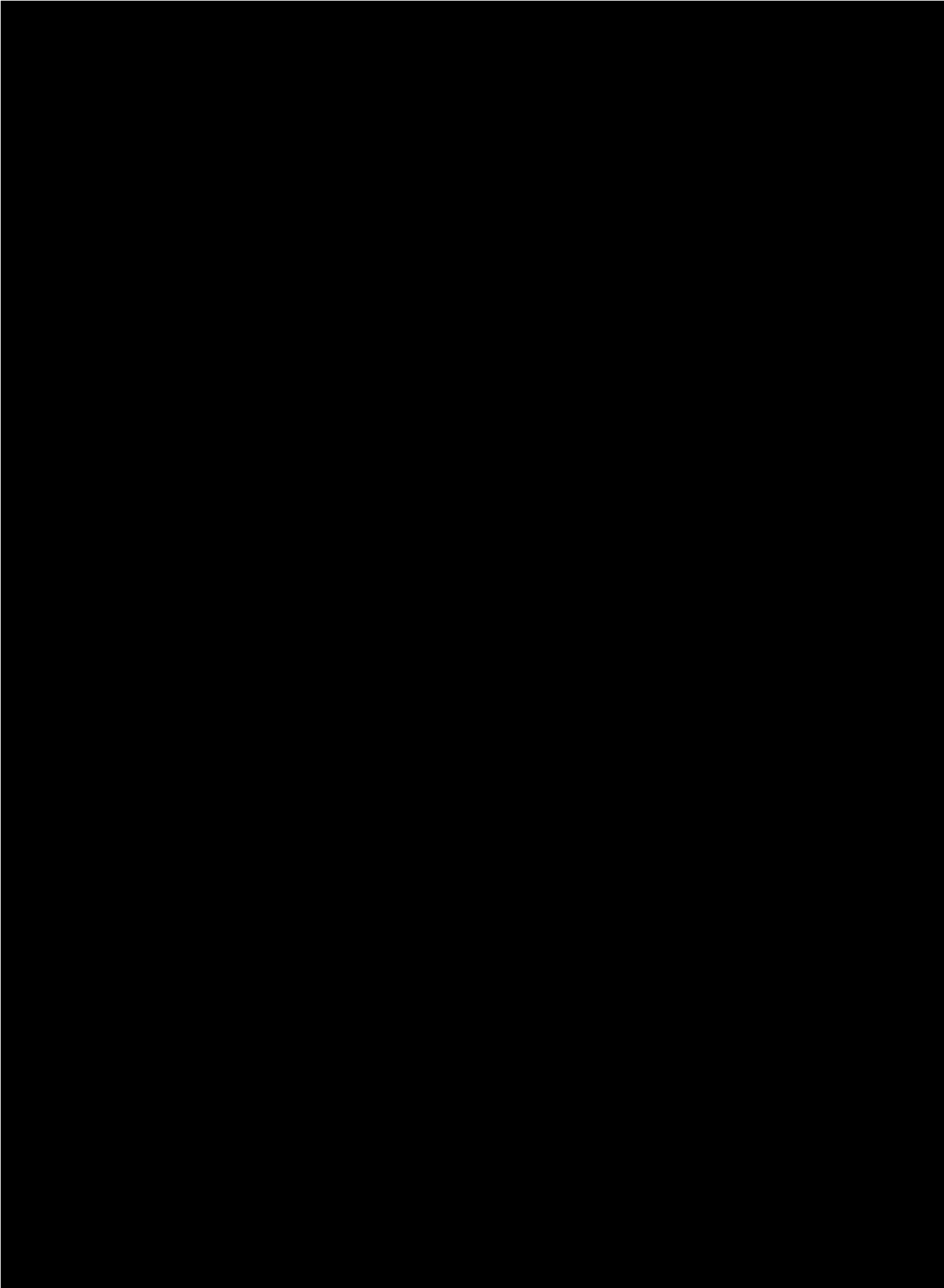
Schedule 1: 2025/26 Prices

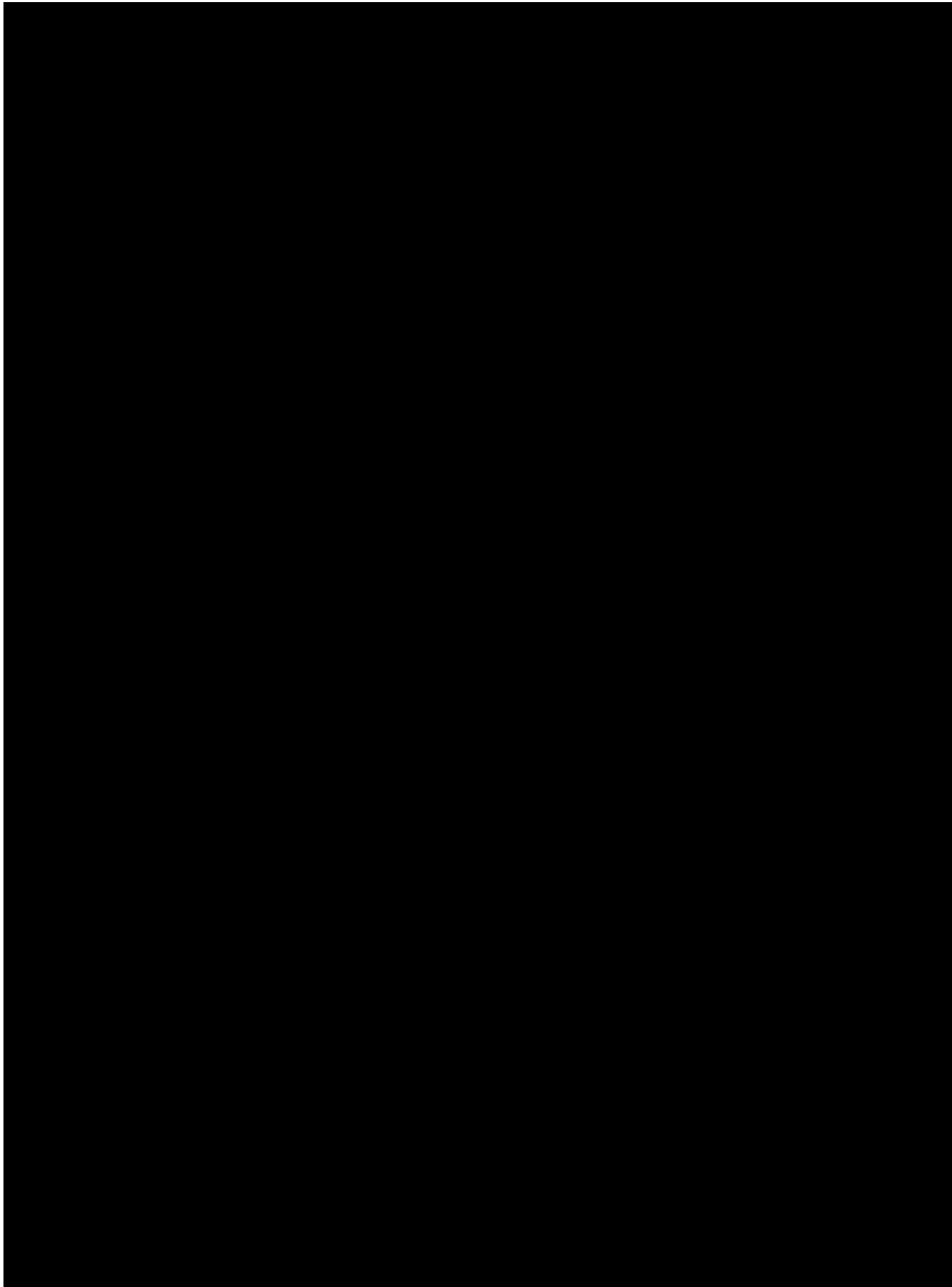


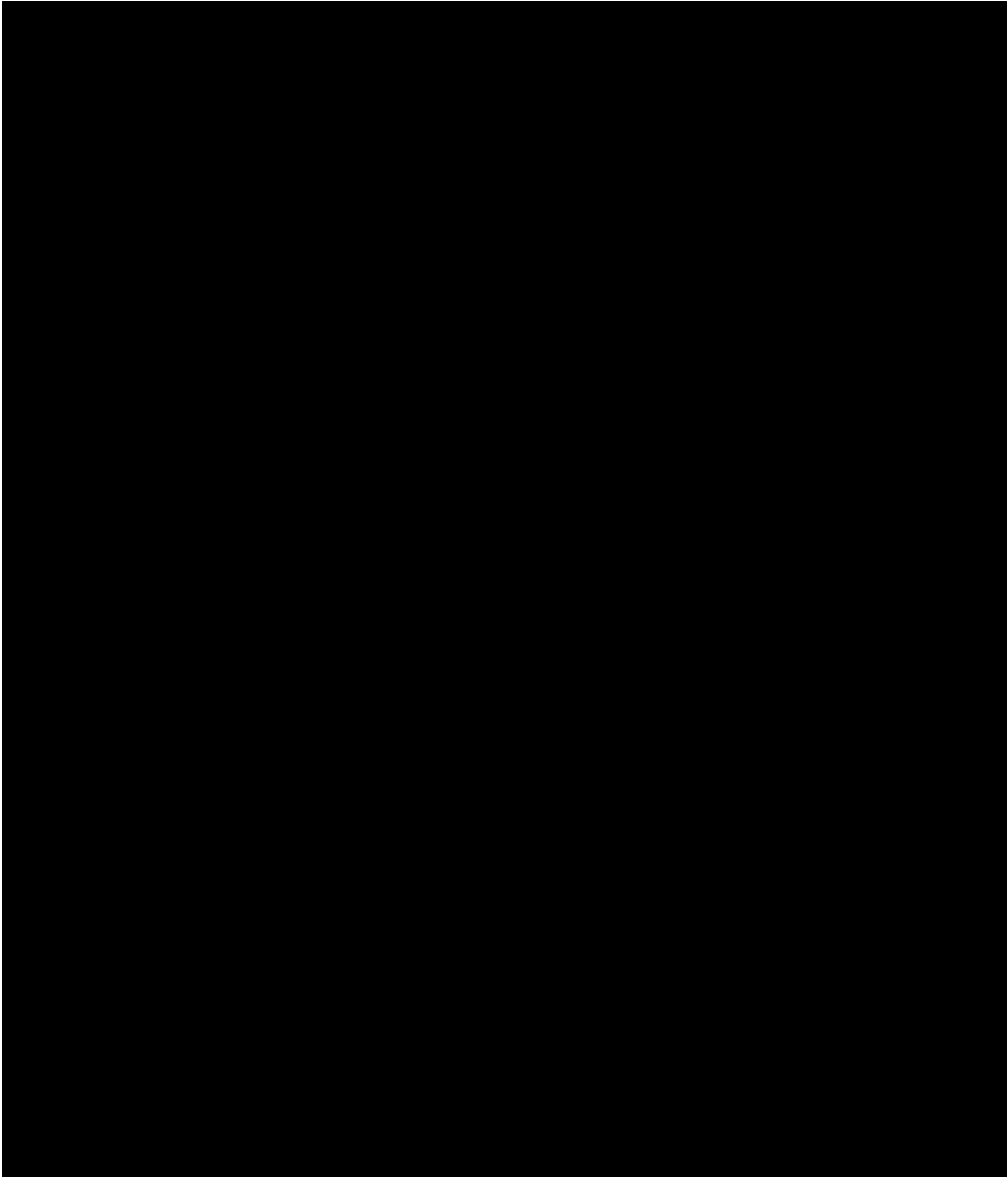


Schedule 2: Services









GENERAL TERMS & CONDITIONS

1. Interpretation

1.1 In this Agreement, unless the context otherwise requires:

Administrator Manuals means the printed materials containing the details necessary to administer 11+ examinations using the other materials contained in a Test Pack;

Agreement means the Key Terms, the Schedules, these General Terms and any other terms and conditions scheduled to or incorporated into such terms by reference;

Answers Sheets means the printed materials used by pupils to answer the questions contained in the Test Booklets;

Business Day means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Declaration of Use means the declaration of use regarding confidentiality and security of Test Packs, which the Recipient and Recipient Schools accept when using the Services;

Group means in relation to a company, that company, its subsidiaries, its holding companies, and their subsidiaries ("holding company" and "subsidiary" having the meanings ascribed to them in section 1159 of the Companies Act 2006);

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world and

Intellectual Property Right means any one of the Intellectual Property Rights;

Marking Manuals means the printed materials containing the details necessary to be able to mark the Answer Sheets following an examination;

Privacy Policy means the Supplier's privacy policy as is in force from time to time;

Pupil Data means the name, gender, date of birth, school, S/N, DFE number, Pupil ID and session of a pupil undertaking an exam using Test Pack components;

Results means the results for each completed Answer Sheet scanned and uploaded using the Software and made available to the Recipient via the Software;

Service Charges means the charges to be paid for the Services as detailed in the Key Terms and clause 6;

Services means the services set out in this Agreement and the TOS and **Service** means any one of the Services;

Services Manager means the officers responsible for management of this Agreement, as appointed by the Supplier and Recipient respectively;

██
██

Term means the term of this Agreement, as detailed in the Key Terms;

Test Booklets means printed material containing the questions required to undertake an 11+ examination in the subjects of verbal, non-verbal and spatial reasoning, maths and English;

Test Material Packs means packs containing Test Booklets, Answer Sheets, Administrator Manuals, Marking Manuals and the Declaration of Use;

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time whether before or after the date of this Agreement and, in the case of a statute, includes any subordinate legislation made under that statute whether before or after the date of this Agreement.
- 1.8 A reference to **writing** or **written** includes faxes and e-mail (to any email address specified by one party to the other as the correct email address for written notification).
- 1.9 Where the words **include(s)**, **including** or **in particular** are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.10 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this Agreement.

2. Services

- 2.1 The Supplier shall provide the Services to the Recipient and/or the Recipient Schools as appropriate during the Term in accordance with the terms and conditions of this Agreement.
- 2.2 In the event that the Agreement obliges the Supplier to provide the Services to Recipient Schools further to receipt of orders directly from a Recipient School, the Recipient agrees to indemnify the Supplier for all losses, liabilities and costs suffered by the Supplier as a result of any breach of the terms of this Agreement, non-performance or delay in performance, negligence or default by any such Recipient School.

3. Supplier's obligations

The Supplier shall perform the Services in compliance with all applicable provisions of this Agreement and with reasonable skill and care.

4. Recipient's obligations

- 4.1 The Recipient shall:
- (a) perform all of its obligations under this Agreement, or procure the performance of the same by the Recipient Schools, dutifully and in good faith;
 - (b) order, or procure that the Recipient Schools order, the Test Packs in accordance with the Schedule;
 - (c) provide the Supplier with the Pupil Data and all other information required by the Schedule and ensure that is complete and accurate in all material respects;
 - (d) inform the Recipient Schools of the terms of this Agreement and procure that they fully comply with the same;
 - (e) provide all necessary cooperation and assistance in relation to the performance of the Services, including the provision of such information and instructions as the Supplier may require (which shall be complete and accurate in all material respects);
 - (f) comply with, and procure that the Recipient Schools and their users comply with, the TOS and Privacy Policy.
- 4.2 The Supplier shall have no liability for any failure to provide or delay in providing the Services in accordance with the terms of this Agreement to the extent such failure or delay results from the failure of the Recipient or a Recipient School to comply with any of its obligations under this Agreement.

5. Service Charges and payment

- 5.1 In consideration of the Supplier providing the Services to the Recipient and/or Recipient Schools, the Recipient and/or Recipient Schools shall pay the Service Charges to the Supplier. The Service Charges are as set out in the Key Terms.
- 5.2 The Recipient and/or Recipient Schools shall pay the Service Charges in accordance with the Payment Terms detailed in the Key Terms.

- 5.3 Any assessments and services purchased by the Recipient/Recipient Schools which are outside of the scope of this Agreement, shall be charged separately in accordance with the Supplier's standard rates, unless expressly agreed in writing.
- 5.4 If a party fails to pay any amount due to the other (excluding any amount contested in good faith) by the due date for payment, then, without limiting clause 13.1, that party shall pay interest immediately on demand on any outstanding amount at the rate of four per cent per annum above Barclays Bank base lending rate from time to time from the due date for payment until the payment is made in full, whether before or after judgment.
- 5.5 The Service Charges are exclusive of amounts in respect of VAT. The Recipient and/or Recipient Schools shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on a supply of the Services.
- 5.6 All payments payable to the Supplier under this Agreement shall become due immediately on its termination.

6. Intellectual property rights

- 6.1 The Supplier shall own all Intellectual Property Rights relating to or arising out of the Services (including all Intellectual Property Rights in the Test Packs and Software). The Supplier licenses the Recipient to use those Intellectual Property Rights on a non-exclusive basis to such extent as is necessary to enable the Recipient to use the Services during the Term. Nothing in this Agreement operates to transfer any such Intellectual Property Rights.
- 6.2 The Recipient shall not, and shall procure that the Recipient Schools do not, copy, adapt, modify, reverse engineer or otherwise exploit the Test Packs and shall destroy or return (at the Supplier's sole option) all copies of the same on expiry or termination of this Agreement.

7. Security

- 7.1 The Recipient must keep every component of a Test Pack in a secure locked cabinet or safe at all times when not being used for an examination.
- 7.2 No components of any Test Pack may be retained by staff, pupils or parents of pupils following their use.
- 7.3 Access to Test Packs must be kept to a bare minimum and shall be strictly limited to the Recipient's staff that are responsible for examinations only.
- 7.4 For the avoidance of doubt, parents and staff who do not administer examinations should never be given any access to any part of any Test Pack components or any familiarisation packs.
- 7.5 Familiarisation packs (as referred to in the Schedule) must be treated in the same manner as Test Packs and only used for the purposes set out in the Schedule.

8. Disclosure and Data Protection

- 8.1 All publications and disclosures by both parties and requests for disclosures of any Test Pack materials or Results shall be carried out in accordance with all

relevant legislation including the Data Protection Act 1998 (the "Act") and the Freedom of Information Act 2000.

- 8.2 All enquiries received by the Recipient to disclose any details relating to any part of a Test Pack, the Software or any Results must be referred to the Supplier to be dealt with in accordance with clause 8.1.
- 8.3 Test Booklets and Answer Sheets must never be disclosed to any third party under any circumstances, without the Supplier's consent.
- 8.4 Neither party may publish any Results without first notifying the other in writing.
- 8.5 The Recipient warrants that it has obtained all consents necessary in accordance with the Act to enable the Supplier to process the Pupil Data and the Recipient shall indemnify and keep the Supplier indemnified against all claims, liabilities, demands, proceedings, damages, losses, costs, expenses, fines and charges which are made or brought against or incurred by the Supplier as a result of the Recipient being in breach of this warranty.

9. Limitation of liability

- 9.1 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and sub-contractors) to each other in respect of:
 - (a) any breach of this Agreement;
 - (b) any use made by the Recipient (including the Recipient Schools and their users) of the Services or any part of them; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 Nothing in this Agreement shall limit or exclude the liability of either party for:
 - (a) death or personal injury resulting from negligence; or
 - (b) fraud or fraudulent misrepresentation; or
 - (c) the indemnity in clause 2.2; or
 - (d) any other act or omission for which liability may not be excluded or limited by law.
- 9.3 Subject to clause 9.2 and clause 9.4 each party's total liability arising under or in connection with this Agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, shall be limited to the amount of Service Charges received by the Supplier in the 12 months previous to any claim.
- 9.4 Subject to clause 9.2, neither party shall be liable to the other, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for the following types of loss whether direct or indirect and howsoever caused:
 - (a) loss of profit; or
 - (b) loss of goodwill; or
 - (c) loss of business; or

- (d) loss of business opportunity; or
- (e) loss of anticipated saving; or
- (f) loss or corruption of data or information; or
- (g) any special, indirect or consequential damage or loss suffered by the other party.

10. Assignment and sub-contracting

The Recipient may not assign or transfer or sub-contract any of its rights, benefits or obligations under this Agreement without the prior written consent of the Supplier.

11. Confidentiality

11.1 Each party undertakes that it shall not at any time during this Agreement and for a period of two years after termination disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party or of any member of its Group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (**Confidential Information**), except as permitted by clause 11.2.

11.2 Each party may disclose the other party's Confidential Information:

- (a) to its employees, officers, agents, consultants or sub-contractors (**Representatives**) who need to know such information for the purposes of carrying out the party's obligations under this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 11 as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause; and
- (b) as may be required by law, court order or any governmental or regulatory authority.

11.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this Agreement are granted to the other party or to be implied from this Agreement. In particular, no licence is granted directly or indirectly under any patent, invention, discovery, copyright or other Intellectual Property Right held, made, obtained or licensable by either party now or in the future.

12. Term

Subject to the provisions of clause 13, this Agreement shall continue for the Term.

13. Termination

13.1 A party shall be entitled to terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any undisputed amount due under this Agreement on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of its obligations under this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
- (c) the other party suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent or unable to pay its debts as they fall due for payment or admits inability to pay its debts; or
- (d) the other party enters into any composition or arrangement with its creditors; or
- (e) an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other for the purposes of a solvent amalgamation or reconstruction) of the other party; or
- (f) any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of the other party or any part of its business or assets; or
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(c) to clause 13.1(g) (inclusive); or
- (i) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
- (j) any Force Majeure Event prevents the other party from performing its obligations under this Agreement for a continuous period of three months provided that where applicable the Agreement shall only be terminated in respect of the Services affected by the Force Majeure Event.

13.2 Termination of this Agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination.

14. Obligations on termination

14.1 On expiry or termination of this Agreement for whatever reason, each party shall promptly:

- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply of the Services under this Agreement;

- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- (c) erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- (d) on request, certify in writing to the other party that it has complied with the requirements of this clause.

15. Survival of obligations

On termination of this Agreement (however arising) the following clauses shall survive and continue in full force and effect:

- (a) clause 6;
- (b) clause 7;
- (c) clause 8
- (d) clause 9;
- (e) clause 11;
- (f) clause 14;
- (g) clause 15;
- (h) clause 19; and
- (i) clause 26.

16. Force majeure

16.1 A party, provided that it has complied with the provisions of clause 16.2, shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to any of the following:

- (a) acts of God, including but not limited to fire, flood, earthquake, windstorm or other natural disaster;
- (b) war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- (c) terrorist attack, civil war, civil commotion or riots, sabotage;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) fire, explosion or accidental damage;
- (f) loss at sea;
- (g) extreme adverse weather conditions;
- (h) collapse of building structures, failure of plant machinery, machinery, computers or vehicles;
- (i) non-performance by suppliers or subcontractors; and
- (j) interruption or failure of utility services, including but not limited to electric power, gas or water.

- 16.2 Any party that is subject to a Force Majeure Event shall not be in breach of this Agreement provided that:
- (a) it promptly notifies the other parties in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
 - (b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not.

17. Costs

Except as otherwise provided in this Agreement, each party shall pay its own costs in connection with the negotiation, preparation, execution and performance of this Agreement, and all documents ancillary to it.

18. Severance

- 18.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 18.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

19. Dispute resolution

- 19.1 If a dispute arises in connection with this Agreement (**Dispute**) then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**). On service of the Dispute Notice the Services Managers shall attempt in good faith to resolve the Dispute;
 - (b) if the Services Managers are for any reason unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, the Dispute shall be escalated to appropriately senior officers within both the Supplier and the Recipient who shall attempt in good faith to resolve it;
 - (c) if the senior officers are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
- 19.2 No party may commence any court proceedings in relation to any dispute arising out of this Agreement until 30 days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.

20. Further assurance

Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things as are required to give full effect to this Agreement and the transactions contemplated by it.

21. Variation and waiver

- 21.1 Any variation of this Agreement must be in writing and signed by or on behalf of the parties.
- 21.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 21.3 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.
- 21.4 No single or partial exercise of any right or remedy under this Agreement shall prevent or restrict the further exercise of any such right or remedy or other rights or remedies.

22. Notice

- 22.1 A notice given under this Agreement:
 - (a) shall be in writing in the English language;
 - (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent for the attention of the person, and to the address, fax number, or e-mail address, set out in the Key Terms (or such other address, fax number or person as the relevant party may notify to the other party in accordance with the provisions of this clause 22); and
 - (d) shall be:
 - (i) delivered personally; or
 - (ii) sent by fax or e-mail; or
 - (iii) sent by commercial courier; or
 - (iv) sent by pre-paid first-class post or recorded delivery; or
 - (v) (if the notice is to be served by post outside the country from which it is sent) sent by airmail requiring signature on delivery.
- 22.2 A notice is deemed to have been received:
 - (a) if delivered personally, at the time of delivery; or
 - (b) in the case of fax or e-mail, at the time of transmission; or
 - (c) if sent by commercial courier, at the time of signature of the courier's delivery receipt; or
 - (d) in the case of pre-paid first class post or recorded delivery, 9.00 am on the second Business Day after posting; or

(e) in the case of airmail, 9.00 am on the fifth Business Day after posting.

22.3 For the purposes of this clause:

- (a) all times are to be read as local time in the place of deemed receipt; and
- (b) if deemed receipt under this clause is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at the opening of business on the next Business Day in the place of receipt.

23. Entire agreement

This Agreement constitutes the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement, provided always that nothing in this clause shall limit or exclude any liability for fraud.

24. Rights of third parties

No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

25. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this Agreement but all the counterparts shall together constitute the same Agreement.

26. Governing law and jurisdiction

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

GL Assessment Guidance for Schools and Local Authorities regarding Freedom of Information Requests and Subject Access Requests

Updated: October 2024

Important Notice:

This document “**GL Assessment Guidance for Schools and Local Authorities regarding Freedom of Information Requests and Subject Access Requests**” offers general guidance to schools and local authorities on handling Freedom of Information (FOI) and Subject Access Requests (SAR). It is provided for **informational purposes only and should not be relied upon as legal advice**. For advice on specific legal matters or compliance with FOI and SAR requirements, please seek the assistance of a qualified legal professional.

Recommended Approach to follow when responding to a Freedom of Information (FOI) request or a Subject Access Request (SAR)

Guidance and legal framework regarding the correct handling of personal data

You (as the organisation who is responsible for administering the admissions tests) **and GL Assessment** have legal obligations under the **Data Protection Act 2018** regarding the correct handling of candidates’ personal data with respect to admissions tests. The General Data Protection Regulation (GDPR) is the UK’s implementation of the Data Protection Act. Everyone responsible for using this personal data has to follow strict rules called 'data protection principles'. They must make sure the information is: used fairly, lawfully and transparently.

GDPR defines the responsibilities related to particular roles regarding the correct handling of personal data and other sensitive data. For the purposes of your admissions test supply agreement with GL Assessment the following GDPR roles apply:

- **Data Controller** (this is your role): you are **the main decision-maker** – you exercise overall control over the purposes and means of the processing of personal data. You are responsible for ensuring your processing – including any processing carried out by a processor on your behalf – complies with the UK GDPR.
- **Data Processor** (this is GL Assessment’s role): we act on behalf of, and only on the instructions of, the relevant controller. Under the terms of our contract with you, we have access to the personal data of your candidates solely for the purpose of the provision of admissions tests, the analysis of test responses and the generation of results in the form of age standardised scores. The scope of our role as a Data Processor prevents us from responding directly to any external requests for data that we hold in relation to your test without your approval of the specific request.

Please refer to the Information Commissioner’s Office (ICO) website for more details: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/controllers-and-processors/controllers-and-processors-a-guide/>

There are also legal requirements regarding the correct handling of confidential and commercially sensitive information. In the case of GL Assessment’s admissions tests, this covers areas such as test content and the bespoke processes that we use to generate results.

Responding to requests

GL Assessment has drafted guidance to support you in determining how to respond to any requests that you may receive and in formulating an appropriate response.

You may also find the following flow chart helpful. The flow chart outlines the basic process that you should follow when deciding how to respond to a request for data related to your admissions test.

All requests must be responded to by you, the Data Controller. As a Data Processor, GL Assessment is unable to directly respond to any queries that we receive regarding the data for your tests and candidates. We will forward to you any requests that are sent directly to us. GL Assessment is committed to assisting you in retrieving any data stored on our systems in response to SARs and FOI requests, if it is data that we are obliged to share. The provision of the data is subject to certain restrictions.

Please note that we cannot proceed with retrieving the requested data until we receive explicit instructions from the school and a confirmation that they have verified the requester's authority to make this request.

Failure to adhere to obligations under Data Protection laws, including those related to the right of access, may result in the student or parent (Data Subject) lodging a complaint to the ICO (Information Commissioner's Office) which could lead to a fine and/or further corrective measures being imposed on the school / local authority (Data Controller).

Request received.

Refer to GL Assessment's guidance and your Data Protection Officer for guidance on how you should respond. **Also**, check that the person making the SAR has a right to the data (i.e. parent or legal guardian of child in question).

Does GL Assessment's guidance cover all aspects of the request?
Is it clear on how to respond?

Yes

No

Data requested exists and must be shared.

Data requested does not exist and/or there are legitimate grounds for refusing the request.

You should forward the request to your GL Assessment Account Manager

Do you hold the data?

You respond to decline the request, citing the grounds for refusal.

Your GL Assessment Account Manager will agree a response with colleagues, seeking legal advice if required. They will advise you on the response and provide any data that you may require which you don't already hold.

Yes

No

You should contact GL Assessment to request the data.

You respond to share the data as requested.

GL Assessment provides you with the required data.

GL Assessment Guidance for Schools and LAs regarding Freedom of Information Requests and Subject Access Requests

This guidance has been prepared to assist you when you have received a Freedom of Information Request (FOI) and/or a Subject Access Request (SAR) that includes a specific request for disclosure of GL Assessment data and/or materials, such as exam papers and/or raw or standardised test results.

Given the nature of these materials and the high stakes use of the assessment, it is not unusual for individuals (e.g. parents, tutors) to request this information. However, such information is generally exempt from the requirement(s) to disclose, so we have prepared the guidance below to assist you with your response. This is not formal legal advice.

Firstly, it may not be clear whether the request is a FOI request or a SAR. It is therefore important to seek clarification from the individual before preparing a formal response. **FOI requests are made under the Freedom of Information Act 2000 (FoIA) and apply primarily to public and statutory bodies;** whereas **SARs are made under data protection legislation and relate specifically to personal data.**

It's also important to check that the individual has given all of the necessary information to enable you to prepare a response. The following websites provide guidance on what information should be given in order for an individual to make a compliant FOI or SAR:

FOI - <https://www.gov.uk/make-a-freedom-of-information-request/how-to-make-an-foi-request>

SAR - <https://ico.org.uk/your-data-matters/your-right-of-access/>

Disclosure of Information Held by GL Assessment

1. *GL Assessment materials*

It is important to GL Assessment that our materials (namely example and practice questions, test questions, full test papers, answer sheets and marking manuals) are not disclosed and remain confidential, wherever possible. This is because our materials constitute our Intellectual Property and disclosure of those materials to the general public would detrimentally impact the integrity of our tests.

In most cases, GL Assessment's information and materials cannot be disclosed without the risk of breaching data protection legislation or without disclosing sensitive or confidential commercial information. Specific statutory exemptions apply and can be used in responses to requests for information, and you should consult with your legal counsel to determine all the relevant exemptions which apply in each case. The following are some examples of Exemptions:

Exemptions under the Freedom of Information Act (FoIA):

FoIA defines two types of exemptions: **absolute exemptions** and **public interest exemptions**.

Absolute Exemptions:

If an exemption is absolute, the information does not need to be disclosed under the FoIA if it meets the criteria of that exemption. Examples include:

- **Section 40:** Personal information (absolute for subject access requests).
- **Section 41:** Information provided in confidence.
- **Section 44:** Information subject to legal prohibitions on disclosure.

Public Interest Exemptions:

For some exemptions, a public interest test must be applied. This means the requested information must be disclosed unless the public interest in withholding it outweighs the interest in releasing it. Key exemptions requiring a public interest test include:

- **Section 43:** Commercial interests (information that could prejudice commercial interests or trade secrets).

1.1 Exam Papers (e.g. question paper) - No disclosure

The exam papers (e.g. question papers) do not contain personal data so are not disclosable under SARs.

In respect of FOI requests, the FoIA sets out certain exemptions from the right to have information disclosed. One of the absolute exemptions is provided for in section 41 of the FoIA – Confidentiality. Another relevant exemption is section 43 – Commercial interests. We detail in point 2 why confidentiality and GL Assessment’s commercial interests are applicable to its exams but, briefly, the exam papers themselves are confidential and must be kept secure at all times.

The details of the commercial terms between GL Assessment and the LA/School relating to the supply of exam papers are also commercially sensitive and the subject of binding contractual obligations of confidentiality e.g. a competitor can’t make a request for pricing information.

1.2 Pupil’s Test Script (e.g. completed answer sheets) - No disclosure

- A SAR may be made requesting disclosure of the answers given by a pupil in his or her exam scripts (i.e. completed answer sheets). While the information in exam scripts is classified as personal data, it is subject to a specific exemption under the Data Protection Act 2018 (Schedule 2 Part 1 (25)). It states that the General Data Protection Regulations (GDPR) do not apply to personal data consisting of information recorded by candidates during an exam. This decision applies even when the request relates to a sample of the pupil’s handwriting, rather than access to the entire answer sheet.

2. Other Information Related to Test Results and Administration

2.1 Raw and Standardised Test Results (including standardisation tables)

2.1.1 SAR for a pupil's raw score – disclosure required

Where you receive a SAR requesting a pupil's raw score, you are obliged to release this information under the data protection legislation, provided you are satisfied that the request has lawfully been made by the child or on their behalf. If you receive a request by an individual who does not appear to be the child's parent or guardian, we recommend that further evidence is obtained to ensure that the person has the authority to request the personal information.

We suggest that unless specifically requested, the total raw score only should be provided in response to the initial request, rather than the raw score for each paper or section of a paper. Furthermore, our interpretation of the ICO guidance is that you are not required to provide details of what the raw score is out of (i.e. the total possible score for each paper) or the scoring methodology.

We would be grateful if you could please inform us if you are asked for scoring information that goes beyond the total raw score or if it seems like you may be receiving a coordinated group of SARs - for example, if you receive an unusually large number of requests or they appear to be in a similar format (which suggests a template has been organised).

2.1.2 FoIA for raw and standardised scores (and other scoring-related information) – No disclosure

You may be asked to disclose information about: (i) how scores are calculated; (ii) raw and/or standardised test results across the entire cohort or a part of it; and/or (iii) pupils' birth months or allocated banding for each pupil that has been tested.

Disclosure would expose GL Assessment's sensitive commercial information as the standardisation tables contain GL Assessment's intellectual property (i.e. the weighting and methodology behind the standardisation). Therefore, disclosure under the FoIA is not required and should not be made as the 'commercial interests' (section 43(2)) exemption of the FoIA applies.

If you did disclose this information, it would prejudice GL Assessment's commercial interests and may also breach confidentiality terms agreed between us.

Why the raw scores and standardised scores should not be released

GL Assessment argues that disclosure of this data would prejudice its commercial interests for the following reasons:

- The test's efficacy relies on GL Assessment's unique method of calculating standardised scores. If this method were publicly disclosed, it would compromise GL Assessment's proprietary intellectual property and could provide competitors with an advantage, ultimately diminishing GL Assessment's commercial interests.
- GL Assessment expends a lot of effort preserving the integrity of its tests. This is done by carefully guarding the contents of tests and how they are constructed and assessed. A key reason for this is to keep the tests as tutor-proof as possible. A tutor's job is made far easier the more information is released on how tests are constructed and assessed. If the requested information was disclosed, it would allow tutors/teachers to deliver more targeted tutoring, undermining the core purpose of the test.

An illustrative example of this position is the decision made by the Information Commissioner in reference FS50566015, which involved a similar request directed at Durham University concerning tests provided through the Centre for Evaluation and Monitoring (CEM). In that case, the Information Commissioner determined that there was a significant risk of prejudice and deemed the potential harm from disclosing the information to be sufficiently acute, leading to the conclusion that the information should remain undisclosed.

In addition, there is a risk of breaching data protection legislation because there is a risk of individual pupils being identified, even if provided in an anonymous format. A school, as data controllers of pupil personal data, is not permitted under section 45(4)(e) of the Data Protection Act 2018, to provide data if another individual can be identified from the information disclosed. Other children, their raw scores and standardised results could be deduced from the standardisation table.

2.2. Candidate's Personal Information

Personal information related to test administration may include basic demographic data such as name, date of birth, and gender. It also encompasses candidate unique ID numbers. This information is typically considered personal data and is subject to data protection regulations. When responding to a SAR, care should be taken to ensure that only the personal information of the requesting individual is disclosed, and that any information relating to other individuals is appropriately redacted or withheld.

2.3. Individual Test Administration Detail

Individual test administration details include the specific date of test administration for the individual candidate. It may also encompass any recorded accommodations or special arrangements made for the individual candidate during the test. This information is generally considered part of the candidate's personal data and may be disclosable under a SAR, provided it does not reveal confidential information about GL Assessment's test administration procedures or compromise the integrity of future tests.

2.4. Individual Digital Platform Data (if applicable)

In cases where tests are administered digitally (e.g. the Adaptive Admissions Test), individual digital platform data may be collected. This can include login records for online testing and information about the time spent by the individual on different sections of digital tests. This data may be considered personal data of the candidate, and a request for access could be granted under a valid Subject Access Request.

2.5. Examiner comments (e.g. on the exam script or a separate marking sheet) - Partial disclosure

Unlike the exemption from disclosure in point 1.2, personal data about an individual processed for the purposes of determining the results of the exam are not exempt and must be disclosed if you receive a SAR. This personal data includes any comments made by an examiner on a pupil's performance in an examination (whether recorded on the exam script or a separate marking sheet), or to the details of the marks awarded. If a Subject Access Request is made (in writing) regarding these examiner comments, the examiner comments (if any exist) must be given by the earlier of either: (i) five months from the date of the request; or (ii) 40 days after the examination marks are released.

However, it is still important to not disclose GL Assessment's materials such as the exam papers and exam answers without the materials being correctly redacted. We ask that you contact us if you receive this request so that we can help.

N.B. Given the format of GL Assessment's admissions tests, which are typically automatically marked, marking completed by GL Assessment is unlikely to include any examiner comments.

Handling Press Inquiries

Schools may receive approaches for comment from the press in relation to their 11+ test. These could include requests for interviews with local papers or radio stations, or for written responses to specific questions raised by parents or other stakeholders.

GL Assessment has an experienced communications team available to support schools with these types of press queries. We ask that schools always speak to us prior to sharing any information with the press and also share any press statements with us before issuing them.

Similarly, GL Assessment will always inform schools if we receive any press enquiries relating to their test, and we will not issue a press response unless we have agreed on the response and our approach together.

When any such issue arises, it is crucial that we agree on consistent messaging across our respective organisations.

If a school receives any press enquiries, they should contact their Account Manager or email us at admissions@gl-assessment.co.uk

For further information or advice on any requests you receive, please contact us at admissions@gl-assessment.co.uk.

Example case studies for responding to FOIs and SARs

This section provides fictional examples of Freedom of Information (FOI) and Subject Access Requests (SARs) that schools or local authorities might encounter. These case studies are illustrative and based on real requests received by schools or GL Assessment. They are intended to offer guidance on handling similar situations, but schools should make independent decisions and seek legal or professional advice as needed. This document is for informational purposes only and does not aim to influence specific actions.

Case Study 1: Issue during exam administration

In this example initial contact was made with GL Assessment.

From: jane.doe@email.co.uk
Sent: Monday, September 15, 2024 7:15 PM
To: admissions@gl-assessment.co.uk
Subject: Admissions Test at 13th Sep at Example School

Dear GL Assessment,

I am contacting you regarding the following complaint.

My son John DOE sat the Example School Admissions Assessment Tests on Saturday 13th Sep at 10:00am at Example School.

The reference for the test provided by Example School is 12345/ESAA_TESTS/2024.

I am aware that GL Assessment is the Verbal Reasoning and Mathematics test provider for Example School and unfortunately there was a problem during the first test that we believe has affected our son's performance during both tests.

The problem resulted from the fact that children were told that they weren't allowed to record any rough working on the test paper. Our son had prepared for the test by recording rough working on his practice test papers, so he was upset not to be able to do the same in his actual test. He felt unable to concentrate properly on answering the questions as a result. Children in other schools were told that they could record rough working on the test, which caused further confusion and concern. I believe that my son has not demonstrated his true ability on the tests as a result of this confusion. I later found out that children who took the same paper at Example School were allowed to record rough working on the test booklet for both papers.

Since the date of the test we have been in email correspondence with the Headmistress for Example School. The aim of that correspondence was primarily to see our son's Question Booklet and Answer Sheet to satisfy ourselves that his performance was not affected in the recording of his answers but we were informed that due to your very strict copyright it is not possible for external people to see the question or answer booklet.

Could you please inform us:

- Have you been notified of this problem with the examination at Example School?

- What guidance is provided to test administrators about what is allowed during the test?
- What analysis takes place to assess the impact of such an error on candidates?
- What steps are being taken to address the imbalance between the affected candidates and the non-affected candidates?

Our aim is to ensure that our son was not treated less favourably to others who took the test on the same day and did not face the same issue, and to be satisfied that his performance on the day was not adversely affected.

The error in John's exam has caused unnecessary anxiety to our family so a meaningful response would be appreciated.

Kind Regards,

Jane

Response:

- 1 The headmistress at Example School was correct to advise that John Doe's test paper and answer sheet could not be shared on confidentiality grounds.
- 2 GL Assessment forwarded the correspondence to Example School to make them aware. They also replied to the parent to advise that GL Assessment was unable to reply directly to requests for information but were working with the school to support them in resolving this matter.
- 3 Example School had separately contacted GL Assessment to advise that the person administering Test 1 had not fully understood the details in the Administrator's Manual prior to the test, so made an error which was corrected for the second test. They asked for GL Assessment's advice on whether any adjustments should be made to test scores for pupils in Example School. Following discussion, additional analysis was commissioned by GL Assessment to compare performance between Tests 1 and 2 in Example School with performance in other schools. No significant differences were found in performance across the different schools.
- 4 The school advised the parent that the results were analysed and nothing untoward was found.

Case Study 2: Request for details of how SAS is calculated

In this example initial contact was made with the Admissions Officer at the local authority responsible for the admissions test.

From: joe.bloggs@email.co.uk
Sent: Tuesday, October 29, 2024 3:31 PM

To: admissions@samplecouncil.org.uk

Subject: Admissions Test at 13th Sep at Example School

Dear Admissions Officer,

I am writing to request the personal information about my daughter's test results that she is entitled to receive under data protection law.

Details of the personal information I would like:

My daughter (candidate no: 98765) received her results on 26 October 2024.

In the information provided with her result you stated that the Age Standardised Score is based on:

1. The child's age,
2. The number of correct answers, and
3. The level of difficulty of the paper.

Firstly, I would like to understand **how her score was adjusted for the level of difficulty of the paper.**

I would also like to better understand **the impact of the child's age.** I therefore request details of the formula used to calculate the Age Standardised Scores and the raw scores where the Total Standardised Age Score is 100 (i.e. the average) for each birth month from September 2013 to August 2014. Please can you provide these for each test and the overall results.

Kind Regards,

Joe

Response:

- 1 The Admissions Officer believed that the information requested was not actually personal information. However, she understood the disclosure of the requested information was not required since it related to GL Assessment’s proprietary, and commercially sensitive information.
- 2 However, she felt that providing some more general information might help to reassure the parent. Following consultation with GL Assessment, she shared the link to the following video, which was created by GL Assessment to explain age standardised scores:
<https://www.youtube.com/watch?v=cqIDcmTkFVs>

Case Study 3: Request for raw scores and standardised scores

In this example initial contact was made with GL Assessment.

From: jane.smith@email.co.uk
Sent: Monday, October 28, 2024 11:11 AM
To: admissions@gl-assessment.co.uk
Subject: Admissions Test for ElevenPlus High School

Dear GL Assessment,

I’m emailing as a FOI to request **the raw scores and standardised scores for the 11+ test** held for **ElevenPlus High School** for my son.

On the raw results, I would like a **breakdown of the scores for the 4 areas tested on VR, NVR, Maths and English.**

I have contacted the local authority’s admissions team and they have stated I will need to contact GL with my FOI request.

Kind Regards,

Jane

Response:

- 1 GL Assessment replied to the parent that they are unable to respond to requests from parents and that all parental requests should be directed to the School/LA.
- 2 GL Assessment forwarded the correspondence to ElevenPlus High School, and advised that, as the Data Processor, GL Assessment is not permitted to respond directly to this type of request and that it is the responsibility of the school as the Data Controller to respond, seeking input/advice from GL Assessment as required.
- 3 In this instance, although the school did not hold this level of information, GL Assessment did hold it. Therefore, the school was obliged to request this from GL Assessment so that it could be shared as required for a subject access request.