Commercial Education Brief Summer Edition 2024

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FREETHS

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"First-class legal advice, a firm which understands its clients and fosters an exceptional working relationships."

The Legal 500, 2024

Welcome to the Summer 2024 edition of Commercial Education Brief

We hope that the year is going well for you. In this edition we focus on a number of issues relevant to different parts of the education and skills supplier sector. For all businesses, the relationship you have with your customers is key to success. We give you some pointers on how you can ensure great business relationships through your terms and conditions of business.

With implementation of many parts of the Online Safety Act underway, we provide an overview of how it could affect an online education business and how to avoid that being the case.

A little appreciated element of the UK GDPR are the steps businesses should take to engage with younger persons through a child friendly privacy notice. The challenge is to make the notice as engaging as possible for a young audience and we take a look at that issue.

Within Freeths we are spending significant time addressing AI issues – particularly those emerging through generative AI.

We know that in the education supply sector businesses are grappling with the opportunities and also the management of online safety risks. We are delighted to have a contribution from our expert team working in this field.

Finally we have our usual Dot.Gov column.

Enjoy this edition and if you would like us to cover any specific issue in future editions do let us know.

Please forward on to colleagues who might enjoy reading and, perhaps, subscribing to the Brief.

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Fake Reviews no more: New DMCC Act 2024 provides for controls on fake reviews

The Digital Markets, Competition and Consumers Act secured its passage through Parliament and Royal Assent just as the General Election was called. We've reported on a number of features of this wide ranging Act in previous editions of Commercial Education Brief. In this edition we take a look at what the Act says about platform based reviews of products and services.

What are fake reviews?

Fake reviews are reviews authored by competitors, false users and/or bots which:

- are fake, or
- either positively or negatively influence the perception of a product or service.

Fake reviews may, therefore, be favourable towards a product or service being sold by a seller, or conversely, unfavourable towards the products or services sold by competing businesses.

The intention of fake reviews is to distort the purchasing decision of consumers. This subsequently leads to consumers opting to purchase products which are of a poorer quality, or that a consumer may not have intended to purchase at all in the absence of any review.

Whilst there has previously been no specific laws in the UK which prevent the practice of creating and disseminating fake product reviews, the last UK government has now, through this legislation, pledged its commitment to tackling these through the regulation making powers offered by the Act.

What does the Bill say about fake reviews?

The Act grants the power to Ministers to make additions to a growing list of banned, unfair commercial practices.

The list, which is an addition to the list of 'blacklisted' practices set out under Schedule 1 of the Consumer Protection from Unfair Trading Regulations 2008 **(CPRs)**, can be located at Schedule 19 of the Act.

It will therefore be updated to include the prohibition of procuring and/or publishing fake or misleading reviews.

Key Takeaways

As mentioned in our previous articles on the DMCC Act, the Competition and Markets Authority's **(CMA)** new enforcement powers mean that failure by an organisation to comply with the requirements of the Act (in particular, the prohibition of fake reviews) could result in them facing a significant fine.

Businesses should therefore reflect on the implications of the Act where reviews, in some form or other, are part of the marketing strategy of the organisation, and to the extent that they have not already, conduct a heightened review of their existing customer product review and marketing processes to ensure that they are compliant (including moderating any existing product reviews and/or similar content).

[Continued over]
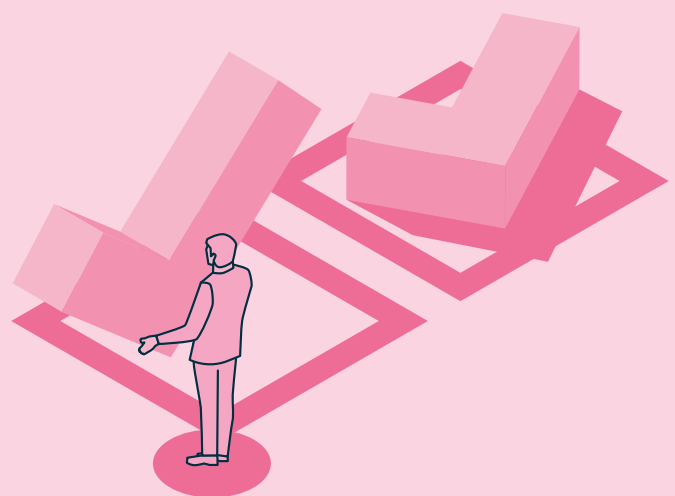
What are the key areas of risk?

Taking this issue into the education arena we know that content publishers look to have as much verification of the educational outcomes of their products as possible. A number of opportunities exist to promote products on platform based app stores – some provided specifically for reference by the education sector.

Reviews, particularly by teachers, can make a valuable contribution to a business's marketing strategy. Where these reviews are conducted independently all should be well. It would be prudent to have in place information for the benefit of the reviewer drawing attention to the requirements of the legislation. Circumstances just could arise where the independent reviewer does actually have a connection or makes a connection with the publisher of the product, that relationship then impacting upon the independence of any review provided.

Perhaps stating the obvious the publisher should not itself enter into any form of remunerated arrangements to procure reviews of the product. And as a more recent development – the use of AI to generate reviews – this is, of course, also to be outlawed within the detail of the regulations due to be published later in the year.

This article is part of a series of articles on the DMCC Act authored by Commercial (IT and Data) Associate, Josh Day. Please find the other articles published earlier which form part of this series:

The Digital Markets, Competition and Consumers Bill 2023 is on its way

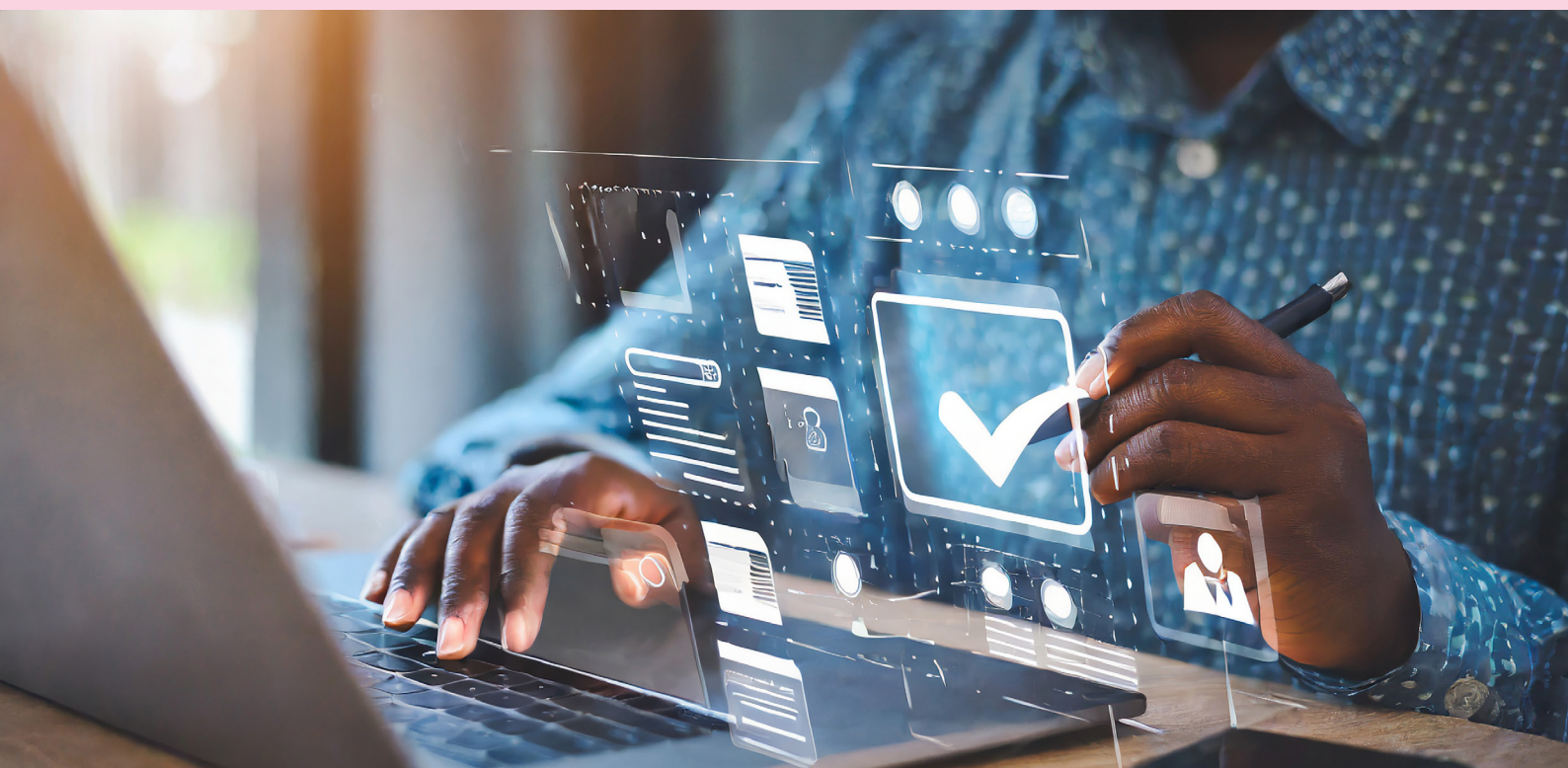Selling your products by subscription: New rules you need to prepare for

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The Online Safety Act 2023 – how does it impact on education apps and services?

On May 8th Ofcom launched a major consultation to be followed by publication of codes of practice enforceable by OFCOM under the Online Safety Act 2023 . User to user and search engine services are both in scope. The legislation is applicable to all providers of these services (all be it with a requirement on OFCOM to work proportionately in developing measures it expects businesses to take given that small scale enterprises may end up in scope through the services they provide). It becomes important that edtech providers understand the scope of this legislation and, most importantly, how education apps and services obtain exemption from treatment as regulated under the Act.

This is particularly so as there are provisions specific to use in the education context and where the app is regulated, enhanced requirements around compliance with the legislation.

Let's begin our understanding of this important new legislative measure with an example of a potential app based service that could be offered to a school. It would work to support teaching and, in particular, assessment in the area of art and design.

Users are able to upload imagery with supporting comments. The upload is visible to other users including other pupils and also teachers. Additional functionality comes into play when it comes to external assessment of the work with access being provided to assessors appointed by an examination body.

Is this service in scope?

It would clearly meet the user-to-user definition adopted by the legislation. So, the developer of the app will want to dig deeper into the legislation to see what impact that conclusion leads to.

The app is to be used by a closed community of users – access rights will be controlled by the subscribing school. Is that relevant?

The legislation does include specific provision in relation to apps and services for use in education and childcare settings. The justification for this is, largely, the wellbeing and safeguarding duties that are already required of schools.

Schedule 1 paragraph 10 to the Act provides a specific exemption for education and childcare providers.

The exemption is phrased as follows:

A user-to-user service or a search service is exempt if—

(a) the provider of the service is—

(i) the person with legal responsibility for education or childcare of a description listed in Part 2 of this Schedule ("the responsible person"), or where the responsible person is a body, a member of that body, or

(ii) a person who is employed or engaged to provide education or childcare of a description listed in Part 2 of this Schedule, and who is subject to safeguarding duties which relate to the provision of that education or childcare, and

(b) the service is provided for the purposes of that education or childcare.

We can see from this that the exemption is focussed on who provides the service. If the service forms part of a package of services provided to a school there is a risk that the test may not be met. What will be essential is a demonstration that the school that has adopted the app is the provider. So, functionality that only permits registration of particular individuals to become users which is set as an administration function at individual school level (even within a MAT) will be particularly important.

Who then is the provider under the legislation?

In practice this is possibly the most important aspect for the app publisher to get right. The legislation is particularly detailed as to how the exemption is to operate. The second part of Schedule 10 includes a list of circumstances in which the exemption applies – with specific reference to independent, local authority maintained schools and also academies.

By referring to the nature of the service and not attempting to base the exemption on particular users, we can see an issue relating to any form of chat function which is opened up to parents. We would suggest that including staff moderation and strict controls on who may view comments made, may become important but we would also look to see some clarification of this arising from the current consultation on the OFCOM codes of practice.

What if my app provides access to search services?

As the Online Harms Act also brings into scope search engines, if search functionality becomes part of the service that aspect will also need to be considered. Importantly, providing access to external search engines does not lead to the exemption being denied – the logical reason for the approach taken is that the burden of responsibility for managing the content of search results will already be regulated at search engine provider level. Importantly, schools should already have filtering functionality associated with its broadband service.

What about the role played by App Stores?

It is interesting to see that the Act addresses this issue – by providing a contingency for the government to take steps at a later stage to bring app stores into scope. There will need to be justification for this and a consultation exercise followed by the laying of regulations before Parliament.

Don't overlook your other compliance duties

The Act brings in a further layer of legislation that should always be kept in mind by app developers, content providers and publishers. It is important to keep in mind that the legislation adds to existing potential compliance obligations – observing the Age Appropriate Design Code of Practice where applicable continues to be an important consideration.

Questions about your product or service on compliance?

Freeths can provide advice on the legal compliance of particular products or services if there should be concerns around functionality and eligibility for the exemption. Do get in touch if you would like to discuss.

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Having great customer relationships – points to watch for in your contracts

In the previous edition of Commercial Education Brief, we discussed essential contract terms and conditions that you will want to be sure work, to your best advantage when dealing with your suppliers. In this edition, we look outwardly at your customer base and the terms on which you should be contracting. You will find below some handy hints to ensure that contracts are clear, written in terms that you should be able to enforce successfully and which at the same time are likely to be accepted by your customers. Thereby avoiding you time negotiating with procurement officers or other decision makers.

As with suppliers the thing you will most likely focus on is having a great relationship with your customers!

Conducting business in a friendly and accommodating way is a sure way to engage in a lasting relationship that is of value to both your business and your customers. Here are our key points about the contracts you use in your business.

Key Point 1: Are they suitable for the customer base you are selling to?

This might appear to be a strange point to begin with but we see an increasing number of online businesses developing services accessible by parents. Where this is a facility offered and paid for by the school, that is your customer, this is fine. If however, a parent or carer will be paying for access to the service or the product you provide, it's important to remember that the Consumer Rights Act 2015 will be relevant. That legislation requires particular terms and conditions to be included in the contract formed with the customer

Examples include the ability to require a refund for a period of time if the product has not yet been downloaded and remedies if the service provided is unsatisfactory. Terminology is not the best with reference to a right to a repair – essentially a right to demand that any errors in the product or its functionality are corrected.

Key Point 2: Make sure the definitions you use are clear and help you enforce the contract later.

Definitions are included in terms and conditions to help you make clear how particular contract terms will be interpreted. For example, this could include using the definition "School" to make clear who will benefit from the contract. Where there is a Multi-Academy Trust this usually proves important if the order placed is for the benefit of one school in the MAT group and you want to avoid the benefit being shared with other schools without payment.

A definitions clause should also include rules of interpretation. This helps avoid terms being construed too narrowly. Perhaps not an obvious point but if your terms and conditions have schedules or appendices, an interpretation provision will help you ensure that the additions to the main body of the agreement are treated as part of the agreement – if they should be and if not, make this clear as well.

Key Point 3: Ensure that you make clear any inspection responsibilities on the part of the customer when goods are delivered to the customer.

You will no doubt want to be helpful if things go wrong but within limits. If sending hardware or other goods to the client ensure that your terms require immediate inspection with a tight timeline for advising you if something has gone wrong in transit.

Key Point 4: Are your terms clear as to what requires to be paid – and when?

One of the most common issues that our courts see when disputes reach them is an argument over the price of goods or services that have been purchased. This is also an important point when thinking about preparation of your annual accounts and the issue of revenue recognition. So, ensure that the terms are absolutely clear about how price is calculated and charged and when that payment falls due to be paid. If there are renewal provisions at a point when the contract would expire, again, these provisions need to be carefully thought through – with a right to advise the customer of any change in pricing that will apply on renewal. Watch out, in the case of subscription products, for new legislation coming into force under the Digital Markets, Consumers and Competition Act 2024. We have an article on this subject in the last edition of Commercial Education Brief.

Key Point 5: Avoid arguments about whether the customer has committed to buy.

Your terms and conditions should be clear on the process of ordering and whether the customer fires the last shot or you do. This is straightforward with generic downloadable products such as providing software as a service but if the contract will require you to do something to meet a customer requirement that is more specific, take care to avoid the customer being able to provide a binding acceptance to any proposal you have provided, to deliver goods or a service when the terms you want to work on still require clarifications from the customer or your proposal was issued so long ago that the pricing is now out of date.

If you find yourself challenged by a customer claiming that its acceptance "does the deal" you can scrutinise the detail of the acceptance. If the customer tried to impose its own terms or your terms, qualify any acceptance on the part of the customer in any way, then provided you respond before starting to perform the contract, the issue of what and whose terms apply is likely to still be an open one.

Key Points 6: Have you limited your liability to the customer?

Except when dealing with consumers (in which case limiting liability is tricky and worth taking legal advice on when drafting the contract terms) you can limit most claims to a particular amount within the contract terms.

Excluding or limiting your own liability for death, personal injuries and any fraudulent representations made to the customer are not permitted but beyond that you can apply risk management (with one eye on your insurance policies of course) and limit your liability. You may also want the customer to raise concerns within a limited period following the issue arising. This is also permitted.

Key Point 7: Ensure that you have a clause excluding third party rights.

You will want to consider that a contract is something that exists only between you and the customer. That should usually be the case but legislation introduced over 20 years ago provides that unless expressly excluded by the contract terms, a third party who has any kind of material interest in the contract and who could benefit from the commitments made in the contract, may be able to enforce a contract term to that persons advantage. Yes, a person who you have never come across before could be making claims against you!

The most common example of this issue in practice relates to the impact of TUPE on workers rights. If you buy a business or agree to outsource a service from a school customer and take staff on a TUPE transfer basis you are likely to make commitments relating to pension entitlements. Unless third party rights are excluded, claims can be directed at you from employees who will benefit. Indeed, in most public sector outsourcing it is usual to be required to agree to such third party rights applying but, at the same time, ensure that the clause is drafted to limit third party rights to employee rights only.

So are your contract terms up to scratch?

Concerned about anything you have read in this article? We would be happy to undertake a level review and provide a report focussed on risk to you business for a fixed fee. Get in touch if this is of interest.

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Child Friendly Privacy Notices

In its guidance ICO makes clear that the requirements of UK GDPR involve ensuring that children have the same access to their personal data as adults. ICO states that:

You should make your privacy notice clear and accessible and aim to educate the child about the need to protect their personal data.

So what approach should you take?

The starting point is to ensure that you are familiar with the scope of the Childrens' Code – more formally known as the Age Appropriate Design Code of Practice. Where apps and services (such as search engines and social media platforms) are likely to be accessed by children, this is very relevant.

Compliance with the code is not a strict legal duty but carries significant evidential weight when things go wrong. The extent to which there has been recognition of and compliance with relevant aspects of the code will be taken into account in any enforcement action or legal proceedings taken by a third party.

The code includes a transparency standard – expressed as requiring that privacy information be provided in concise, prominent and clear language. ICO consider that, effectively, provision of privacy information to children is important including as an education tool – encouraging young people at an early age to become aware of the fact that their personal information is being shared and what the controls in place are – and also the risks that can be encountered when sharing data. It is also, of course, an opportunity to explain the steps you actively take to protect the data shared with you.

Even where the apps that you provide or online service you deliver are not within scope there is still a duty within UK GDPR to take account of the interests of children. So, taking the time to ensure that you have a child friendly version of your privacy notice should be given serious consideration. In time, we would expect schools and colleges to pick up on this and perhaps start to require it as part of their procurement specification.

Planning the way in which you would develop such a notice will be important. Perhaps, stating the obvious, trialling the way you intend to present the information in the real world with child reviewers is considered to be a good practice. Think of a few schools that you already have a good relationship with and encourage this to become a project. This should certainly gain the support of the schools.

As with the notice you should already have in place, this should cover the same subject matter as your adult version notice. There will be opportunities to make it engaging, as well as informative through the use of graphics. Where you feel that you are dealing with something a bit more complex it's becoming a common practice to include an "ask your parent or another adult what this means" type statement.

When it comes to the data subject rights – rights to be provided with your own personal data, right to have its processing restricted, to be provided on a portable basis and the right to withdraw consent this is frequently raised with us as a tricky area.

Contrary to what many people believe there is no specified age prescribed by UK GDPR as to when a child can exercise these rights except in the case of information society services likely to be accessed by children (with an age threshold set at 13). So they should be referenced in the privacy notice but there is no reason not to include a recommendation that the child asks a parent for help in making the request. If you are applying good practice you will want to verify the identify of the person making the request and this is likely to lead to the child needing the help of an adult to provide identification evidence.

We can help if you would like to understand anything more about this important area of data protection and privacy practice.

The Northern Education Business Forum has launched!

June 4th saw the inaugural event for the Northern Education Business Forum. Hosted by Freeths, this new members group provides the opportunity for business leaders from the education and skills sector to come together for insightful in person conversation sessions with guest speakers, to discuss matters of the moment affecting the sector over breakfast and hear about legal developments as they affect their sector.

The first session saw Freeths' Business Development Director Simon King in conversation with inspirational leader Anthony Coxon – renowned for his work in taking GCSEPod into thousands of schools globally. The event was supported by education suppliers trade association BESA Dave Smith, Head of Partnerships and Events, providing his insight into the topic of the day – making great relationships with schools and colleges.

If you would like to join this group or learn more about this initiative, please email frank.suttie@freeths.co.uk.

AI in schools – what are the opportunities and risks?

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AI is everywhere now and schools are no exception. There is a lot of promise in the application of AI helping both students and teachers work more efficiently and creating more tailored learning opportunities and yet there is also a lot of risks associated with an uncontrolled rollout of tools that use and collect personal data about young persons.

Generally speaking, when thinking about the application of AI tools in the education sector, there are three major categories of use cases which ought to be considered, and where particular care may be required:

1. Teachers using tools to support their productivity and develop lesson plans for example;

2. AI tools to help schools with tasks such as identifying students for registration purposes or to take payments; and

3. Students being exposed to AI for a better learning experience, and to ensure that they use it responsibly and in accordance with the school's policies.

Each set of use cases presents an enormous scope for increasing efficiency and enhancing the breadth and depth of students' learning experience, but various risk factors need to be borne in mind at the earliest possible stage of a tech business' development journey or, at worst, during a school's engagement with the technology.

The Basics – What should AI bring to the table to be useful in the education sector?

In order to balance the inherent risks that come with the necessary data capture of AI tools, all tools developed should be (a) actually necessary and (b) as secure as possible in relation to the protection of the student's data as possible.

What this means is that AI tools should not be deployed simply because they are possible, but because there is a real benefit to using them. Given the risk of data being hacked or lost, the rational for developing and using such tools needs to outweigh that risk.

The risks – What are things we should worry about when AI tools are developed and deployed?

The risks are manifold and not all of them are always clear at the beginning. Especially since AI tools are developing at a previously unprecedented rate, there may well be unintended consequences and knock on effects. While it may be impossible to avoid these challenges in the initial phase of embedding AI tools in our everyday life, there are things that companies and education businesses can do to limit those risks. The first step is to identify the risks and then monitor them in a mindful and responsive manner.

A list of potential risks, which is by no means exhaustive, includes:

1. Risks to mental health as a result from intrusive tools measuring attention or emotional responses – those tools have the potential to be helpful, but also stressful;

2. Risks from bias as a result of tools perhaps not having been trained on sufficiently diverse data or it only being accessible if student's have existing private devices;

3. Risks from user errors or teachers becoming overly reliant on AI help and taking the AI response as always being correct, which is a phenomenon called automation bias;

4. Risks to security where AI tools may capture personal data of children that would be of interest to third parties;

5. Risks of misunderstanding the limits of AI tools where learning is labelled as individualised, but in effect still requires the students to sit a uniform assessment at the end; and

6. Risks of misuse of the AI tools available to take away from the learning experience by offering a shortcut answer.

AI tools used in the educational sector should centre on helping the learning and teaching experience to become more engaging and immersive. That very desirable goal needs to be weighed against the reality of how deployment actually works out on the field and that can only be monitored by ongoing engagement about the real life application of tools as they are rolled out and remain in use.

Teacher Support

Where AI tools are expected to become invaluable is in the support of teachers, but only if the tools do not actually create further administrative work or pressure for teachers.

Useful applications for teachers may well include having a centralised set of information about curriculums with the potential to deploy personalised avatars or other generative AI to tailor content to the school's house style.

Where the AI is intended to support the marking of assignments, it should be understood that the tools are just that – tools to help teachers and not a replacement of human engagement or review. Automation bias is a well known phenomenon where the output of computerised tools is left unquestioned. This has in the past famously led to people blindly following navigation systems only to end up driving into a river. Those risks can be managed by making sure end-users fully understand the limitations of the tools and are trained to use AI to support and not replace them.

School Support

AI can also help make administrative tasks easier. For example, AI tools can be used to help manage access and payment of school lunches, by using biometric payment methods allowing students to register and pay with their thumb prints for example.

Those tools can be a great asset for schools, but need to be subject to close checks and controls. Any implementation of them should only be carried out after a detailed Data Protection Impact Assessment protocol is followed and regularly repeated.

AI can also be used to assist the school in adopting a more cohesive house style and to reach out to businesses globally in the most appropriate manner representing themselves in house style but perhaps speaking a different language or show a different avatar to students and parents in other parts of the world.

Support for Students

The least considered support students need with AI is basic access and guidance to understanding how AI works, what its limitations are and where the risks in using it lie.

The next generation will not even remember life without the assistance of AI tools all around us. It is imperative that educational institutions and tech companies bear in mind that it is important to teach an informed understanding and ethical use of such tools. That includes ensuring that students understand the flow of data, in particular their personal data, that occurs when AI tools are engaged and are encouraged to be mindful of the distinction between allowing AI tools to help their educational needs as opposed to abusing AI tools to create work that is then passed of as their own.

AI tools are not a substitute for learning and understanding subject matter, they should be intended to make the learning process more accessible and interactive. However, there is a misconception that AI will deliver an individualised and personalised experience overall. While AI can certainly play a big part in assisting to deliver tailored content in the field of special educational needs, it must be borne in mind that the end goal in the educational system still remains for all students to sit homogenised exams and tests at the end, which is where the personalised experience will end.

If Covid has evidenced one thing it is that having access to education and teaching is not only about learning, but also very much about collaboration and social interaction, successful educational AI tools will facilitate that and avoid creating isolating experiences.

Similarly, tools that are too intrusive in the way they review and survey behaviour may result in undermining the emotional well-being of individuals. AI should be enhancing the learning experience, without compromising the teacher's guidance and peer support experience.

Take Aways

AI is here to stay and finding the proper way for education tech companies to create a healthy start in this new AI world for students cannot be underestimated. A mindful approach should be adopted to roll out all systems, subject to regular and frequent review to identify risk areas, some of which may not even be on anyone's mind at the roll out stage because the applications are so unprecedented.

Where tech companies and schools work together to use AI in a sympathetic and ethical way to enable students to navigate the new world of AI tools, real progress can be made in enhancing everyone's educational experience.

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Dot.Gov

Our regular round up of developments in Parliament, government and across the wider public sector.

We have an Online Safety Act but when will it make a difference?

The UK Parliament's Committee on Public Accounts fired a shot over the bows of the last UK government and regulatory Ofcom with its report on the state of preparedness for effective implementation of the Online Safety Act. In summary, whilst the report notes that Ofcom (the authority responsible for enforcement) has made a good start, the committee think that questions remain over Ofcom and how they will manage public expectations of enforcement of the legislation given that the regulator cannot act on individual complaints raised with it and the not insignificant challenge that enforcement will pose when overseas platform operators and content providers are the target for action. The report and a summary can be found here.

New regulations for schools in next stage of attendance drive – GOV.UK (www.gov.uk)

The Department for Education (DfE) announced in February that state schools in England will now need to share their daily attendance registers across the education sector – including with DfE, councils, and trusts in an effort to collect world-leading attendance data and reduce pupil absence in school.

The hope is that the data will help identify and support children displaying worrying trends of persistent absence or those in danger of becoming missing in education. This is alongside an increase in fines for unauthorised absences, and the appointment of a new national attendance ambassador.

New teaching apprenticeship set to transform pathway to classroom – GOV.UK (www.gov.uk)

During national apprenticeship week the DfE announced a new teaching apprenticeship is launching this Autumn. The new teaching apprenticeship will allow schools to recruit whilst supporting more people to earn while studying for a degree, such as teaching assistants and those already working in schools.

The 4-year programme will see trainees spend around 40% of time studying for their degree with an accredited teacher training provider, and gain qualified teacher status with all tuition fees paid for. The scheme aims to diversify the route into teaching and open up the profession to more people.

ICO publishes new fining guidance | ICO

The Information Commissioner's Office (ICO) has published new data protection fining guidance. This guidance follows a consultation last year which asked for views on the matter. The aim is to give greater transparency on the application of the ICO's fining powers; what their powers are, how they will approach key questions, and the methodology used in calculating a fine. The guidance replaces the sections on penalty notices in the ICO Regulatory Action Policy published in November 2018.

ICO reassures employers they can share staff data in a mental health emergency | ICO

The ICO has also published guidance to employers on sharing workers' personal data in a mental health emergency. Data protection law allows the sharing of personal information in an urgent or emergency situation to prevent loss of life or serious harm. The guidance covers what a mental health emergency is, and when and how you should share workers' information if you believe that due to their mental health someone is at risk of causing serious harm to themselves or others. It encourages organisations to plan ahead, by putting in place internal policies and processes for sharing information in these circumstances, which workers must be made aware of.

Chris Hogan (Head of Regulatory Strategy, ICO) said: "We want to reassure employers that during a mental health emergency they should share necessary and proportionate information without delay with relevant and appropriate emergency services or health professionals."

Dot.Gov

Privacy information: artificial intelligence (AI) tools – GOV.UK (www.gov.uk)

The DfE has published a privacy notice which sets out how the DfE process personal data when developing AI tools which can be used in the education sector. The privacy notice applies to those attending sessions organised by DfE to support the development of these tools or products. The privacy notice can be accessed here.

Free qualifications for adults with low digital skills – GOV.UK (www.gov.uk)

An update to the guidance on statutory digital entitlement. The statutory digital entitlement was introduced in August 2020. It provides that eligible adults are entitled to full funding of essential digital skills training, to help bridge the UK workforce digital skills gap. On the 14th March the DfE updated the guidance so that the eligibility criteria is narrower, and funding has been withdrawn from some of the qualifications which were originally captured by the scheme. The funding still applies to those aged 19 and over, who are assessed as not having essential digital skills, and who fulfil the residency requirements.

The impact of AI on UK jobs and training – GOV.UK (www.gov.uk)

The DfE have published a report produced by their Unit for Future Skills on the UK labour market and how it is expected to be impacted by AI and large language models (LLMs). It shows the qualifications and training routes which most commonly lead to highly impacted jobs. The report can be accessed here but for more general jobs and skills data on the current emerging skills gaps and the types of jobs people take after training follow this link to access a range of resources put together by DfE.

Ofsted report shows reading has improved but writing and spoken language need more focus – GOV.UK (www.gov.uk)

In March, Ofsted published a report looking into how English is being taught in England's schools. This builds on their 2022 English research review findings. Although there has been improvement in reading, Ofsted say that writing and spoken language need more focus. Despite investment into phonics programmes and some improvement in reading, still 1 in 4 pupils are moving to secondary school without having met the expected standard in the key stage 2 national reading test. The report suggests a number of recommendations such as changing the national curriculum to account for the conventions of spoken language, such as how to present, debate and explain their thinking.

A look ahead to the next Commercial Education Brief

When the next edition of Commercial Education Brief arrives with you we should be well into the first period of a new Parliament and with a government energised to deliver a bundle of manifesto commitments. Education can be expected to feature highly in the priorities. But just what could be the impact for education and skills businesses? We will be taking a look and reporting back to you – particularly on any likely legislation that features in the King's speech.

As we go to press, we have revised guidance from DfE relating to apprenticeship programmes and the guidance is being scruitinised. We will report on the effect the new guidance is likely to have on how apprenticeships are managed between employer and training provider and also training provider and apprentice.

Looking after and retaining great people in the organisation is always a priority and from the next edition you will be able to read some great advice from our team of EPIC lawyers (Employment, Pensions and Immigration).

Finally for our Dot.Gov column we will be monitoring and reporting on the most important announcements from the government, its agencies and from Parliament.

If you are not already a subscriber, please contact hollie.bryan@freeths.co.uk to be added to our subscription list.

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