

BeBright+Fun

SPARK ADVENTURE · SCHOOL EDITION

School Compliance Pack

Version 1.0 · 25/08/2026 · Review date: 25/08/2027

BeBright+Fun · Company no. 16846538 · ICO registration no. ZC136057

schools@bebrightfun.com · bebrightfun.com/schools

Contents

1. Data Protection Statement
 2. DPIA Screening Assessment
 3. Privacy Notice for school staff
 4. Sub-processors
 5. Data Retention and Deletion
 6. Personal Data Breach Procedure
 7. Complaints Procedure
 8. Safeguarding Statement
 9. Accessibility Statement
- Annex A — Data Processing Agreement
- Annex B — RSHE Curriculum Mapping

1. Data Protection Statement

Pupil data: none.

Spark Adventure - School Edition is delivered on one shared screen using a single school or class login. There are no individual pupil accounts, and no pupil personal data of any kind is collected, transmitted or stored by BeBright+Fun. Printed Activity Sheets are completed on paper, remain in the classroom and are never returned to us. The only personal data we hold is the name, school email address and login activity of the staff member who registers the account, for which BeBright+Fun is the controller.

What this means for your school

- You do not need to complete a full Data Protection Impact Assessment for pupil data, because no pupil personal data is processed. Our screening assessment at section 2 sets out that reasoning for your records.
- BeBright+Fun is not acting as your data processor in respect of pupil data, because there is none to process. We are an independent controller of the account holder's business contact details only.
- A Data Processing Agreement is therefore not strictly required. We provide one at Annex A in case your procurement process expects one on file.
- Children's written work stays in your control at all times. We have no access to it, no copy of it, and no route by which we could obtain it.

Confirmed facts

Question	Answer
Are there individual pupil logins?	No. One login per school, or per class.
Is any pupil name, image, voice or work transmitted to BeBright+Fun?	No.
Is any pupil assessment or wellbeing score recorded on the platform?	No. The dashboard reports staff login and module activity only.
Is any special category data processed?	No.
Is any data used to train an AI model?	No.
Where is account data hosted?	Account data is hosted by Kajabi LLC (17100 Laguna Canyon Road, Suite 100, Irvine, CA 92603, USA) and may be transferred to and stored in the United States. No pupil personal data is hosted, transferred or stored at any point, because none is collected.
Is data shared outside the UK?	Yes, account data (staff name, school email and login activity) is transferred to the United States. Transfers are made under the Standard Contractual Clauses incorporated into Kajabi's Data Protection Addendum, which applies automatically to all Kajabi customers. No pupil data is transferred, because none is collected.
Are cookies used on the platform?	Yes. Strictly necessary cookies (session, authentication and security) are used to deliver the service. Our video player also sets cookies relating to playback and viewing statistics. A cookie notice and consent tool (CookieScript) is provided on all pages, and visitors can withdraw consent at any time. We do not use advertising or profiling cookies, and we do not sell or share data with advertisers. No cookies are set on any pupil device; pupils do not log in and do not access the platform individually.

2. DPIA Screening Assessment

Completed by the supplier so your school does not have to start from a blank page. Retain a copy with your records.

Screening question	Response
What is the processing?	Provision of a video and comic-based wellbeing programme, played to a whole class on one shared screen from a single staff login.
Whose data is processed?	School staff account holders only. No pupils.
What categories of data?	Name, school email address, school name, and platform login and module-viewing activity.
Is the data of children processed?	No.
Systematic and extensive profiling?	No.
Large scale special category data?	No.
Systematic monitoring of a public area?	No.
Matching, combining or invisible processing?	No.
Tracking of behaviour or location?	No.
Denial of service or automated decision-making?	No.
Innovative technology, or AI applied to personal data?	No.
Conclusion	None of the criteria that would ordinarily trigger a full DPIA are met, and no children's personal data is processed. In our assessment a full DPIA is not required for this system. Schools remain free to conduct their own assessment and we will support any questions.

Assessed by: Eva Camara Garcia, Founder and CEO, BeBright+Fun · Date: 25/08/2026

3. Privacy Notice for school staff

This notice explains what BeBright+Fun does with the personal data of school staff who register for or use Spark Adventure. It does not concern pupils, because no pupil data is processed.

Who we are

BeBright+Fun, trading as BeBright+Fun, 86-90 Paul Street, London, EC2A 4NE. Company number 16846538. ICO registration number ZC136057. We are the controller of the personal data described below. Contact: schools@bebrightfun.com.

What we collect, and why

Data	Purpose	Lawful basis
Name and school email address	To create and secure the account, and to provide access	Contract
School name and role	To configure the correct licence and support the account	Contract
Login and module activity	To produce the usage dashboard the school has asked for	Legitimate interests - providing a service the school requested
Correspondence with us	To answer questions and keep a record of support	Legitimate interests
Marketing emails about Spark Adventure	To tell existing school contacts about the programme	Legitimate interests, with an unsubscribe link in every message

Who we share it with

Only the service providers listed at section 4. We do not sell personal data, and we do not share it with advertisers.

How long we keep it

As set out at section 5.

Your rights

You may request access to your data, correction, erasure, restriction, portability, and you may object to processing based on legitimate interests. Write to schools@bebrightfun.com and we will respond within one month. If you are unhappy with our response you may complain to the Information Commissioner's Office at ico.org.uk or on 0303 123 1113.

4. Sub-processors

The third parties who may handle staff account data on our behalf. None of them receives pupil data, because none exists.

Provider	What it does	Data it sees	Location
Kajabi LLC	Hosts the platform, staff accounts and course content, and sends the automated emails	Staff name, school email, login and module activity	United States
Wistia	Video hosting and playback within Kajabi	IP address and video playback data	United States
Stripe	Processes card payments and issues invoices, via Kajabi Payments	Billing contact and payment card details	United States and Ireland
CookieScript	Displays the cookie notice and stores consent preferences	Cookie preference data	European Union

None of these sub-processors receives pupil personal data, because none is collected. BeBright+Fun does not see or store payment card details at any point; these are handled directly by Stripe.

We will give schools notice of any change to this list. The current version is always published at bebrightfun.com/schools.

5. Data Retention and Deletion

Data	Retained for	Then
Staff account data during an active licence	Duration of the licence	Reviewed at renewal
Staff account data after a licence ends	12 months	Deleted
Usage dashboard records	Duration of the licence plus 12 months	Deleted
Invoices and financial records	6 years	Deleted — retained to meet statutory accounting obligations
Support correspondence	24 months	Deleted
Pupil data	Not applicable	No pupil data is held at any point

A school may request deletion of its account data at any time by writing to schools@bebrightfun.com. We will confirm in writing once complete.

6. Personal Data Breach Procedure

- Contain and assess immediately on discovery and record the time of discovery.
- Assess the risk to the individuals affected.
- Where the breach is likely to result in a risk to people's rights and freedoms, notify the Information Commissioner's Office without undue delay and within 72 hours of becoming aware.
- Notify affected schools without undue delay, and in any event within 72 hours of becoming aware, whether or not the ICO threshold is met.
- Where there is a high risk to individuals, notify those individuals directly and in plain language.
- Record every breach, including those not notified, with the reasoning.
- Review what allowed it and change the process.

Breach contact: Eva Camara Garcia, schools@bebrightfun.com, 07340737598

7. Complaints Procedure

- Write to schools@bebrightfun.com with the heading Complaint. Include your school, what happened and what you would like us to do.
- We acknowledge within 3 working days.
- We respond substantively within 20 working days. If we need longer we will say so and explain why.
- If you remain dissatisfied you may ask for the matter to be reviewed by Eva Camara Garcia, Founder and CEO, who will respond within a further 20 working days.
- For data protection complaints you may also complain directly to the Information Commissioner's Office at any time.
- Consumers purchasing the Family Edition retain all rights under consumer law, including the statutory cancellation period.

8. Safeguarding Statement

Spark Adventure is a wellbeing enrichment tool. It is not a substitute for your school's pastoral or safeguarding provision, and it is not a therapeutic or clinical intervention.

- Spark sessions sometimes surface real feelings. That is intended, and it is a good thing.
- As with any PSHE or circle-time discussion, staff should follow the school's usual safeguarding procedure if a child discloses something that causes concern. Our Teacher Guidance Notes say this explicitly, and each module's Conversation Starters carry guidance on responding to a disclosure.
- All content is designed for children aged 7 to 12 and is reviewed for age and stage appropriateness before release.
- No child communicates with BeBright+Fun through the platform. There is no chat, no comments, no uploads and no user-generated content of any kind.
- There is no advertising in the programme, and no third-party tracking on the pupil-facing content.
- Module 9 covers bereavement and loss and carries its own additional teacher guidance. It is supplied unlocked but is deliberately not part of the default weekly sequence, so that schools schedule it consciously. See Annex B.

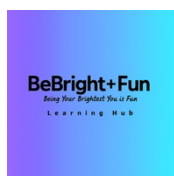
BeBright+Fun Ltd holds professional indemnity and employers' liability insurance. Certificates are available to schools on request.

BeBright+Fun does not undertake regulated activity with children. The service is delivered digitally to school staff; no BeBright+Fun personnel have any contact with pupils, whether in person or through the platform. DBS checking is therefore not applicable. Should we introduce any in-person delivery, appropriate checks will be obtained beforehand.

9. Accessibility Statement

Feature	Status
Closed captions on all module videos	From January 2027
Transcripts available for every module	From January 2027, downloadable on request
Activity Sheets printable in black and white without loss of meaning	Yes
Content readable at 200% zoom	Yes
No reliance on colour alone to convey meaning	Yes, sections are numbered and labelled in text
Printed materials use a sans-serif body typeface, generous line spacing and left-aligned text	Yes
Alternative to written response — drawing accepted throughout	Yes
Whole-class shared-screen format, so no individual device or reading level required	Yes

Tell us what would help. Accessibility requests from schools go to the top of our development list: schools@bebrightfun.com.



BeBright+Fun Ltd

SPARK ADVENTURE - SCHOOL EDITION

Annex A - Data Processing Agreement

Annex A to the BeBright+Fun School Compliance Pack, and Schedule A to the BeBright+Fun School Licence Terms. This document forms part of the Licence Terms and has no independent effect.

1. Interpretation

- 1.1** In these terms: “Data Protection Laws” means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended or replaced; “Supplier” means BeBright+Fun Ltd; “School” means the licensee under the Licence Terms; “Service” means Spark Adventure - School Edition; and “Authorised User” means a member of the School’s staff registered to access the Service.
- 1.2** The terms “controller”, “processor”, “data subject”, “personal data”, “processing”, “personal data breach” and “supervisory authority” have the meanings given in the Data Protection Laws.
- 1.3** Where these terms conflicts with the Licence Terms in respect of the processing of personal data, these terms prevails.

2. Status of the parties

- 2.1** The parties acknowledge that in the ordinary operation of the Service the Supplier does not process personal data on behalf of the School. In particular: (a) no pupil personal data of any kind is collected, transmitted or stored by the Supplier, because the Service is delivered on a shared screen using a single School or class login and there are no individual pupil accounts; and (b) the Supplier processes Authorised User account data as an independent controller for the purpose of providing access to the Service.
- 2.2** These terms applies to the extent (if any) that the Supplier processes personal data on behalf of the School as its processor. Entry into these terms is not, and shall not be construed as, an acknowledgement by the Supplier that any such processing occurs.
- 2.3** Each party shall comply with its own obligations under the Data Protection Laws in respect of the personal data it controls.

3. Details of processing

- 3.1** The subject matter, duration, nature and purpose of any processing, the types of personal data and the categories of data subject are set out in Appendix 1.
- 3.2** The Supplier shall process such personal data only for the duration of the Licence and the retention periods in Appendix 1.

4. Instructions

- 4.1** The Supplier shall process personal data only on the School’s documented instructions, including as to transfers to a third country, unless required to do otherwise by law, in which case the Supplier shall inform the School of that legal requirement before processing unless the law prohibits it.
- 4.2** The Licence Terms and these terms constitute the School’s complete documented instructions. Any additional instruction must be given in writing and, where it requires material additional effort, may be subject to the Supplier’s reasonable charges.

- 4.3 The Supplier shall inform the School if, in its opinion, an instruction infringes the Data Protection Laws. The Supplier may suspend performance of that instruction pending resolution.
- 4.4 The School warrants that it has a lawful basis for any processing it instructs, and that its instructions comply with the Data Protection Laws.

5. Confidentiality of personnel

- 5.1 The Supplier shall ensure that any person authorised to process personal data under these terms is subject to a binding duty of confidentiality, and shall limit access to those who need it to perform the Service.

6. Security

- 6.1 Taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of processing, and the risks to data subjects, the Supplier shall implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including as set out in Appendix 2.
- 6.2 The Supplier shall review those measures periodically and may update them, provided the level of protection is not reduced.

7. Sub-processors

- 7.1 The School gives the Supplier general written authorisation to engage sub-processors. The sub-processors engaged at the date of these terms are listed in Appendix 3.
- 7.2 The Supplier shall give the School at least thirty (30) days' notice of any intended addition or replacement, by email to the School's registered contact or by publication at bebrightfun.com/schools.
- 7.3 The School may object on reasonable data protection grounds within that period. Where an objection cannot be resolved, either party may terminate the Licence in respect of the affected part of the Service, and the Supplier shall refund any fees paid for the unexpired term.
- 7.4 The Supplier shall impose on each sub-processor obligations no less protective than those in these terms, and remains fully liable to the School for the performance of each sub-processor's obligations.

8. Data subject rights

- 8.1 Taking into account the nature of the processing, the Supplier shall assist the School by appropriate technical and organisational measures, insofar as reasonably possible, in fulfilling the School's obligation to respond to requests to exercise data subject rights under Chapter III of the UK GDPR.
- 8.2 If the Supplier receives such a request relating to processing carried out on the School's behalf, it shall not respond substantively but shall forward the request to the School without undue delay.

9. Breach, impact assessments and prior consultation

- 9.1 The Supplier shall notify the School without undue delay, and in any event within seventy-two (72) hours, after becoming aware of a personal data breach affecting personal data processed on the School's behalf.
- 9.2 That notification shall describe, so far as known, the nature of the breach, the categories and approximate number of data subjects and records affected, the likely consequences, the measures taken or proposed, and a contact point for further information. Where the information is not all available at once it may be provided in phases without undue further delay.
- 9.3 The Supplier shall provide reasonable assistance to the School with data protection impact assessments and any prior consultation with the Information Commissioner, taking into account the nature of the processing and the information available to the Supplier.

10. International transfers

- 10.1** The Supplier shall not transfer personal data processed on the School's behalf outside the United Kingdom except where an appropriate safeguard under Chapter V of the UK GDPR is in place, including adequacy regulations, the International Data Transfer Agreement, or the Addendum to the EU Standard Contractual Clauses.
- 10.2** Appendix 3 identifies which sub-processors are located outside the United Kingdom and the safeguard relied on in each case.

11. Deletion and return

- 11.1** On termination or expiry of the Licence, and at the School's written election, the Supplier shall delete or return all personal data processed on the School's behalf and delete existing copies, unless the Data Protection Laws or other applicable law require storage.
- 11.2** In the absence of an election within thirty (30) days of termination, the Supplier shall delete the data in accordance with the retention periods in Appendix 1.
- 11.3** The Supplier shall confirm deletion in writing on request.

12. Information and audit

- 12.1** The Supplier shall make available to the School all information reasonably necessary to demonstrate compliance with these terms and with Article 28 of the UK GDPR.
- 12.2** The School may audit compliance, subject to the following: (a) no more than once in any twelve-month period, except following a personal data breach or where required by a supervisory authority; (b) on at least thirty (30) days' written notice; (c) during normal business hours and without unreasonable disruption; (d) subject to confidentiality undertakings; and (e) at the School's own cost.
- 12.3** The Supplier may satisfy an audit request by providing its compliance documentation, third-party certifications or a completed security questionnaire, where these reasonably address the School's enquiry.

13. Liability

- 13.1** The Supplier's liability under or in connection with these terms is subject to the exclusions and limitations of liability set out in the Licence Terms.
- 13.2** Nothing in these terms limits either party's liability where it may not lawfully be limited, or affects a data subject's rights under Article 82 of the UK GDPR.

[Continued on the next page]

Appendix 1 - Details of processing

Item	Detail
Subject matter	Provision of the Spark Adventure - School Edition wellbeing programme to the School.
Duration	The term of the Licence, plus the retention periods below.
Nature and purpose	Hosting and delivery of video, comic and printable content to Authorised Users; creation and maintenance of Authorised User accounts; generation of usage reports for the School; and related support.
Types of personal data	Authorised User name, School email address, School name and role, and platform login and module-viewing activity. No special category data. No pupil personal data.
Categories of data subject	Members of the School's staff registered as Authorised Users. No pupils.
Pupil data	None. The Service is delivered on a shared screen from a single School or class login. There are no individual pupil accounts. Printed activity sheets are completed on paper, remain in the School's control and are never returned to the Supplier.
Retention	Authorised User account data: the term of the Licence plus twelve (12) months. Usage records: the term plus twelve (12) months. Financial records: six (6) years, to meet statutory accounting obligations. Support correspondence: twenty-four (24) months.

Appendix 2 - Technical and organisational measures

The Supplier maintains, and requires its sub-processors to maintain, measures including:

- (a) data minimisation by design: no pupil personal data is collected, and no individual pupil accounts exist;
- (b) encryption of personal data in transit using TLS;
- (c) access controls limiting access to personal data to those who require it, with individual credentials;
- (d) multi-factor authentication on administrative accounts;
- (e) no chat, comment, upload or other user-generated content function through which a pupil could transmit personal data;
- (f) no use of personal data to train artificial intelligence models;
- (g) a documented personal data breach procedure, and a documented complaints procedure;
- (h) documented retention and deletion periods, as set out in Appendix 1; and
- (i) periodic review of these measures and of the Supplier's sub-processors.

Appendix 3 - Sub-processors

Sub-processor	Purpose	Location	Transfer safeguard
Kajabi LLC	Platform hosting, Authorised User accounts, automated email	United States	Standard Contractual Clauses in Kajabi's Data Protection Addendum
Wistia	Video hosting and playback within the platform	United States	Standard Contractual Clauses
Stripe	Payment processing and invoicing, via Kajabi Payments	United States and Ireland	Standard Contractual Clauses; Ireland covered by adequacy
CookieScript	Cookie notice and consent preferences	European Union	UK adequacy regulations

None of the above receives pupil personal data, because none is collected.

Execution

These terms is accepted by the School on acceptance of the Licence Terms and does not require signature. Where a School requires a signed counterpart, the following may be completed:

For BeBright+Fun Ltd	For the School
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:
	School:

BeBright+Fun Ltd · Registered in England and Wales · Company No. 16846538 · Registered office: 86-90 Paul Street, London, EC2A 4NE · ICO registration ZC136057 · schools@bebrightfun.com

Annex B - RSHE Curriculum Mapping

A planning aid showing which statutory outcomes each module supports and which it does not.

RESPONSIBILITY FOR THE CURRICULUM RESTS WITH THE SCHOOL

The statutory guidance is explicit that schools always remain responsible for the content of their curriculum and the way in which children are taught. That duty cannot be transferred to a resource or its supplier, and nothing in this Annex purports to do so. This document is a planning aid to help a school place Spark Adventure accurately within its own curriculum. It is not a statement that a school using Spark Adventure meets its statutory obligations, and it is not advice on whether it does.

1. How to use this Annex

Schools must have regard to the statutory guidance on Relationships Education, Relationships and Sex Education and Health Education, which comes into force on 1 September 2026. Schools may depart from it where they have good reason, provided that departure is documented.

The guidance also asks schools to satisfy themselves that any external resource is accurate, age and stage appropriate, and unbiased. We provide the information in this Annex, and in the wider Compliance Pack, so that a school can carry out that check efficiently. The check itself remains the School's responsibility.

The mapping below records our own assessment of which statutory outcomes each module supports. We recommend that the School's PSHE or curriculum lead reviews it against the guidance and against the School's own curriculum plan before adopting it.

Two definitions are used throughout:

- Strong: the module's central purpose is that outcome, and it is addressed directly and at length.
- Supports: the module contributes to that outcome but is not the main vehicle for teaching it.

No module is described as delivering an outcome on its own. Each is intended to sit alongside the School's wider provision.

[Continued on the next page]

2. Mapping

Health Education: mental and general wellbeing (primary)

Module	Statutory outcome it supports	Assessment
2. Calm Before The Challenge	Simple self-care techniques. The module presents calm as a practisable skill and offers a child-friendly toolkit including breathing, quiet time, and asking for help.	Strong
2. Calm Before The Challenge	That worrying and feeling down is normal, and not in itself a sign of a mental health condition. The module opens by establishing that big feelings are normal, particularly before something new or difficult.	Strong
4. Feelings Are Messengers	That there is a normal range of emotions. Children identify from a range including happy, worried, excited, frustrated and calm.	Strong
4. Feelings Are Messengers	How to recognise and talk about their emotions, including having a varied vocabulary of words to use when talking about their own and others' feelings.	Strong
5. The Power of Gratitude	Simple self-care techniques, and habits that support daily wellbeing.	Supports
7. Resilience & Growth	That difficulties can be worked through, and that struggling with something now does not mean struggling with it permanently.	Supports
Conversation Starters (all modules)	That it is very important for children to discuss their feelings with an adult and seek support, and how to recognise when a friend may need help.	Strong
Conversation Starters (all modules)	Where and how to seek support, including whom in school they should speak to.	Supports

Relationships Education: caring friendships (primary)

Module	Statutory outcome it supports	Assessment
6. Team Work & Friendship	The characteristics of friendships, including mutual respect, kindness, generosity, and support with problems and difficulties.	Strong
6. Team Work & Friendship	How important friendships are in making us feel happy and secure.	Supports

[Continued on the next page]

Relationships Education: respectful relationships (primary)

Module	Statutory outcome it supports	Assessment
1. Discover Your Brightest You	The importance of self-respect and how this links to their own happiness. Children identify their own strengths, including qualities such as kindness and curiosity rather than attainment alone.	Strong
3. Confidence In Action	The importance of self-respect and how this links to their own happiness.	Supports
6. Team Work & Friendship	The importance of respecting others, and the conventions of courtesy and kindness.	Supports

Bereavement and loss (new for September 2026)

Module	Statutory outcome it supports	Assessment
9. Love Doesn't Stop	Bereavement and loss, and that people grieve in different ways. Available with a licence from January 2027.	Strong

Outside the statutory RSHE content

Two modules do not map to a named statutory RSHE outcome. We record them here rather than stretching the mapping to accommodate them.

Module	What it supports
7. Resilience & Growth	Contributes principally to personal development; character and resilience rather than to a named RSHE outcome.
8. Dream Big. Goals & Growth	Contributes to personal development; aspiration, character, and preparation for the next stage of education rather than to a named RSHE outcome.

[Continued on the next page]

3. What Spark Adventure does not cover

Spark Adventure sits mainly within mental and general wellbeing, with real support for caring friendships and respectful relationships. It is not a whole RSHE curriculum, and it is not intended to be. Against the primary content of the September 2026 guidance it does not cover:

- Personal Safety - including the content on roads, railways and water
- Developing Bodies - including the correct names for body parts
- Wellbeing Online - including gaming, scams, age restrictions and digital privacy
- Bullying and cyberbullying as a named topic, including the impact of bullying and the responsibilities of bystanders
- Families and people who care for me
- Being safe, including permission-seeking and giving
- Stereotypes, and how they can be unfair, negative or destructive
- The wider Health Education content on physical health and fitness, healthy eating, drugs, alcohol and tobacco, health and prevention, basic first aid, and the changing adolescent body

WE WOULD RATHER TELL YOU NOW

Schools will need separate provision for the areas listed above. We publish this list because a mapping that omits its own gaps is of no practical use to a curriculum lead, and because we would rather a school discovered the limits of this resource in September than in March.

4. Currency and review

This Annex was prepared against the statutory guidance for introduction on 1 September 2026, published by the Department for Education in July 2025. It is reviewed at least annually and on any material change to the programme or to the guidance.

Prepared by: Eva Camara Garcia Position: Founder and CEO

Date: 25/08/2026 Next review due: 25/08/2027

BeBright+Fun Ltd · Registered in England and Wales · Company No. 16846538 · Registered office: 86-90 Paul Street, London, EC2A 4NE
schools@bebrightfun.com · bebrightfun.com/schools