Starlight
SPARK INSIGHT
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POLICY

Privacy Policy

How STAR21 Limited handles personal data when Starlight is used

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> This policy was last updated on 7 November 2026 and replaces the policy dated 28 September 2025.

1. Who we are

STAR21 Limited (company number 16357762), 8 Stuart Green, Warminster, Wiltshire BA12 9NU, provides Starlight, a platform that helps teachers, careers advisers and other education professionals reflect on their work using recordings, transcripts and AI-assisted feedback. In this policy “we”, “us” and “our” mean STAR21 Limited.

We are registered with the Information Commissioner’s Office as a data controller, registration reference ZB889028.

Our data protection contact is Adam Sturdee, Director: info@starlightmentor.com. We are advised on data protection by One West (Bath and North East Somerset Council).

2. Who this policy is for

This policy explains how personal data is handled when Starlight is used. It is written for three groups of people:

- **Users**: teachers, school and college staff, careers advisers, tutors, consultants and other professionals who hold a Starlight account.
- **People who appear in recordings**: pupils, students, parents, carers, colleagues and anyone else whose words are captured when a user records a lesson, a careers conversation or a meeting.
- **Leaders and authorisers**: headteachers, trust leaders and others who authorise or oversee Starlight at their organisation.

Our full Data Protection Impact Assessment (DPIA) is published in the Starlight document library at starlightmentor.com/documents/dpia and contains the detail behind every statement here.

3. Our role: who is responsible for your data

Where Starlight is used through a school, college, trust or other organisation, that organisation is the Data Controller. It decides why Starlight is used and on what lawful basis (for maintained schools and academies this is usually the public task of providing education). STAR21 is its Data Processor and handles personal data only on its written instructions, set out in Schedule 3 of our SaaS Customer Agreement.

Where a tutor, independent careers adviser or other professional uses Starlight on their own account, that person is the Data Controller for the recordings they make, and STAR21 is their processor.

STAR21 is itself a Data Controller for a limited set of purposes: your account and billing records; aggregate statistics that identify no person or organisation; de-identified content used to operate, evaluate and improve the service; and national and sector insight reports. These purposes are described in section 6 and in Schedule 10 of the DPIA.

4. The information we process

About users: name, work email address, role, organisation, details of the person who authorised your account, your acceptance of our terms, subscription status, and usage data such as a record of each upload (its title, length and date), upload counts, the date of your last upload, ratings you give and access logs. Payment card details for individual plans are held by our payment provider, not by us.

Content you create: audio recordings of lessons, careers guidance conversations and meetings; video you upload (converted to audio and the video discarded); transcripts with speaker labels; the class background you enter; your reflections and notes; and the reports, feedback, resources and other outputs the service produces for you. Transcripts contain what pupils and other people present say, and reports may refer to them. Observation records written about you by an observer at your organisation are also stored.

About people in recordings: what they said, as captured in the audio and transcript, and any reference to them in an output. No account, profile or record is created about a pupil or any other person who appears in a recording. Pupils are never identified by their voice.

Where your organisation enables additional capabilities described in the DPIA (for example careers guidance records or, where a school enables it, a pupil's name and class and the teacher-approved feedback shown to that pupil), the DPIA schedule for that capability describes exactly what is processed.

We do not seek special category data (such as health, religion or ethnicity) or information about criminal offences. Users are asked not to record safeguarding, medical, disciplinary, grievance or capability discussions. Where such information is nevertheless spoken in a recording, it is held under the same protections as all other content and the DPIA explains the conditions that apply.

5. How we use the information and our lawful bases

What we do	Whose basis	Lawful basis
Transcribe and analyse your recordings and produce your private feedback, reports and resources	Your organisation (or you, if you are an independent controller)	Determined by the controller; for maintained schools and academies usually public task (Article 6(1)(e)). We act as processor
Create and run your account, authorise it, bill for individual plans and communicate with you about the service	STAR21	Contract (Article 6(1)(b))
Keep the service secure, keep access and incident logs, and keep business records	STAR21	Legitimate interests (Article 6(1)(f))
Produce aggregate statistics that identify no person or organisation	STAR21	Legitimate interests
Use de-identified content to operate, evaluate and improve Starlight, including checking outputs for accuracy, bias and manipulation	STAR21	Legitimate interests; where a sensitive matter is mentioned in a lesson, the research and statistics condition described in Schedule 10 of the DPIA

What we do	Whose basis	Lawful basis
Produce national and sector insight reports from de-identified lessons (section 6)	STAR21	Legitimate interests; as above
Respond to lawful requests and meet legal duties, including legal holds	STAR21 or your organisation	Legal obligation (Article 6(1)(c))

We do not rely on consent for any platform processing. Our legitimate interests assessment is available on request.

Starlight makes no automated decisions about anyone. Every output is a draft or a prompt for reflection that a person reads and acts on.

6. Who sees your content, and what we do with de-identified data

Your recordings, transcripts, reports and feedback are private to you. Within Starlight, only the person who uploaded a recording can see it, unless they choose to share it. Authorised STAR21 staff may access content only where necessary to operate, maintain, secure or support the service, carry out proportionate quality assurance, or fulfil our legal obligations; every access is logged, and nothing we do gives a leader at your organisation a route to your content.

Leaders at your organisation see aggregated, de-identified insights drawn from at least three teachers' uploads, how often you upload and when you last uploaded, and formal and coaching observation records written by an observer. They do not see your recordings, transcripts or feedback.

Partners and researchers receive only aggregate statistics that identify no person or school.

De-identified content. We use content from lesson recordings, with names and direct identifiers replaced automatically before it is used, to operate, evaluate and improve Starlight, and to produce national and sector insight reports for schools and the teaching profession. Those reports never quote anyone, never identify a person or a school, and are published only where they rest on at least ten organisations and two hundred lessons. Your organisation can opt out of insight reports at any time in its organisation settings or through its Starlight lead. The rules we follow are in Schedule 10 of the DPIA.

We never use your content to train AI models, and we never sell it.

Legal requests. We disclose content only to the organisation that controls it or where the law requires us to. We tell the organisation of any such request unless the law prevents us.

7. Our suppliers

We use a small number of suppliers to run Starlight. Each is bound by a written contract that holds it to standards no less protective than our own, and we give customers prior notice of material changes.

Supplier	What it does	Where it processes
Hetzner Online GmbH	Hosts the platform, your content and backups	Germany and Finland
Soniox Inc.	Transcribes recordings; deletes its copy when each job completes; uses content only to provide the service and not to train models that serve other customers	European Union region

Supplier	What it does	Where it processes
Deepgram, Inc.	Transcribes recordings in languages Soniox does not yet support; keeps the audio and transcript only for as long as it takes to process the request; we have opted out of its model improvement	United States
Rev.com, Inc. (Rev AI)	Transcribes recordings if Soniox is unavailable; deletes each job within 30 days; does not use customer content for generative model training	United States
OpenAI	Analyses transcripts to produce your outputs, and transcribes recordings if Soniox is unavailable, under a zero data retention arrangement: it does not keep what we send or what it returns, does not log it to monitor misuse and does not use it to train its models. To speed up repeated requests it may hold encrypted intermediate calculations, not the text itself, for no more than 24 hours. An automated moderation check that its terms require records only category counts, never content	European Union region
Twilio Inc. (SendGrid)	Sends transactional emails, including a short summary of your feedback, to you only; holds message content only for delivery and keeps delivery records for a limited period	United States
DocuSign and Dropbox Sign	Electronic signatures for authorisations and agreements	EU and US, under each provider's terms
Stripe	Payments for individual plans; card details are held by Stripe, not by us	EU and US, under Stripe's terms
Microsoft	Our business email and administration	EU and UK data centres, under Microsoft's terms

Resellers and referral partners have no access to accounts or content. Where your organisation connects Starlight to its management information system, its integration provider is added to this list and the organisation is told first.

8. International transfers

Our platform, your recordings and your transcripts are hosted in the European Union, and transcription and AI analysis normally take place there. Our AI analysis provider processes content in its European region under a zero data retention arrangement: it does not keep the content, does not log it to monitor misuse and does not use it to train its models. Five of our suppliers are established in the United States; we process with them under the UK International Data Transfer Addendum to the EU Standard Contractual Clauses and hold a transfer risk assessment for each. Details are in Annex A of the DPIA.

9. How long we keep information

Information	Kept for
Recordings, transcripts, reports and other content	Until you delete them, until your organisation instructs us to delete them, or until 90 days after your organisation's contract ends or your individual account closes, whichever is first. When you delete a recording, its audio, transcript and outputs are deleted at once; audio is not held in backups, and deleted transcripts and outputs leave our backups within 24 hours. Content under a legal hold is kept until the hold is lifted

Information	Kept for
Content in a free trial that ends without a subscription	Two years from the end of the trial, then deleted. You can delete your own content sooner, and the organisation or account holder can ask us to remove the account, in which case we delete it within 90 days
Record that an upload took place (title, length, date)	Kept as usage data after the content is deleted, for the life of your organisation's subscription or your account
Copies held by our transcription providers	Soniox: deleted when each job completes. Deepgram: only while the request is processed. Rev AI: deleted within 30 days. OpenAI: not kept
Copies held by our AI analysis provider	Not kept. Encrypted intermediate calculations used to speed up repeated requests are deleted within 24 hours
Copies held by our email provider	Message content only for delivery; delivery records for up to 37 days; limited security records for longer, as published by Twilio
Usage data, access logs and moderation counts (no content)	While your organisation's subscription runs and for the exit period; incident logs for as long as the incident record requires
Account, authorisation and billing records	For the life of your account and up to six years afterwards, for contractual and tax purposes
Sign-ups awaiting authorisation	14 days
De-identified working copies	For the task in hand and never beyond 90 days
Aggregate statistics	Indefinitely; they identify no one

When a customer's contract ends, we return or delete its data within 90 days unless the law requires us to keep it. If you are removed from your organisation's account, your content cannot be opened by anyone; it stays under your organisation's subscription so that access can be restored if you return, and is deleted when your organisation instructs us or when its contract ends. If you hold an individual account, you can delete every upload yourself before closing it; anything remaining is deleted within 90 days of closure.

10. Security

We protect your information with encryption in transit and at rest; separation of each organisation's data; access limited to the uploader, with leaders and administrators seeing only the aggregated views described above; multi-factor authentication on every account, including our own staff; logging and monitoring of access; testing of every change before release; regular security testing by our development team; and a written breach procedure. If a breach affects your organisation's data we tell the organisation within 48 hours of becoming aware of it, and we support it in telling the ICO and the people affected where the law requires. Annex A of the DPIA lists the measures in full.

11. Children

Starlight is used by adults. Pupils' voices and words are captured when a teacher records a lesson, and we treat that information with the care the ICO's Age appropriate design code expects: pupils' names are replaced before any de-identified use, no profile or record of any pupil is built, nothing about an individual pupil reaches leaders, and no pupil interacts with the AI. Schools tell pupils and parents about Starlight using the notices and

letters we provide, and a pupil or parent who would rather not be recorded can say so to the school. Where a school chooses to let pupils see feedback their teacher has approved, the DPIA sets out the additional protections that apply.

12. Your rights

You have the right to access your personal data, to have inaccuracies corrected, to ask for deletion, to object to or restrict processing, to data portability where it applies, and to complain to the Information Commissioner's Office.

If you are a user, you can see, export, correct and permanently delete your own recordings, transcripts and reports at any time within Starlight. For anything else, contact us at info@starlightmentor.com. We respond within one month.

If you appear in a recording (for example as a pupil, parent or colleague) and the recording was made through a school or organisation, your request goes to that organisation, which is the Data Controller. We help the organisation respond. Because recordings are private to the person who made them, the organisation will usually ask that person to locate the content. Where that person has left the organisation or cannot act, the organisation's data protection officer can instruct us in writing to search the content held for the organisation for your personal data and provide what we find to the organisation; we confine our access to your data, log what we do, and the organisation decides what to disclose. We can place a legal hold on content so that it is not deleted while a request is being handled.

If you are unhappy with how we have handled your personal data, you can complain to us at info@starlightmentor.com and we will follow our published Complaints Procedure: we acknowledge within five working days and respond in full within twenty working days (and within one month for a complaint about your personal data). You also have the right to complain to the Information Commissioner's Office at ico.org.uk or on 0303 123 1113.

13. Changes to this policy

We review this policy at least once a year and whenever our processing changes. The version date is shown at the top. Material changes are notified to customer organisations in advance, and the DPIA records what changed and when.