Client Terms and Conditions

Agreement for the supply of tuition and educational services

Company	AdaptEd Tuition Ltd
Company Number:	17108970
Registered Office:	71–75 Shelton Street, Covent Garden, London WC2H 9JQ
Client Name:	
Client Address:	
Client Telephone:	
Client Email:	

Version 1.0

Key Terms Summary

This summary is for convenience only. It does not replace the full Terms. If there is any inconsistency, the full Terms apply.

- **Your contract:** Your contract is with AdaptEd Tuition Ltd, which remains responsible for its agreed Services. Tutors work under separate agreements and cannot vary your contract or collect payment directly.
- **Private client payment:** Private Lessons are paid in advance at the confirmed rate. Unpaid bookings may be withheld or cancelled. Commissioners are normally invoiced monthly under their agreed terms.
- **Cancellation and non-attendance:** Reserved Lessons normally remain payable where AdaptEd Tuition Ltd and the Tutor were ready and able to teach. For consumers, charges are limited to actual net loss, up to the Lesson fee, after reasonable steps to reduce that loss. Statutory cancellation rights are unaffected.
- **Alternative arrangements:** Online delivery, suitable independent resources or a rescheduled Lesson within 7 days may be agreed. Alternatives are not guaranteed and the original and replacement Lesson are not charged twice.
- **Lateness and Tutor cancellation:** Learner lateness does not normally extend the Lesson. Tutor lateness must be made up by agreement or the fee reduced proportionately. Undelivered tuition caused by Tutor unavailability is not charged.
- **Ending regular private tuition:** Either party may normally give 14 days' written notice. Scheduled notice-period Lessons remain subject to the cancellation terms and consumer safeguards. Unused advance payments for Lessons after the end date are refunded.
- **Tutor changes:** AdaptEd Tuition Ltd may arrange a suitable replacement. Tutor-proposed substitutes require written approval and required checks before contact or delivery. Material changes to the agreed provision require Client agreement.
- **Safeguarding and online safety:** Required adult presence, visibility, approved platforms and professional boundaries must be maintained. Safeguarding and emergency action take priority.
- **Consumer rights:** Eligible distance and off-premises contracts normally have a 14-day statutory cancellation period. Starting early requires an express request. Clause 8 explains payment and refund rights.
- **Complaints:** Email: admin@adaptedtuition.org with the subject "Complaint". The Complaints Policy governs acknowledgement, investigation, review and accessibility arrangements.

These Terms must be read with the confirmed booking or commissioning arrangements and relevant policies, including the Privacy Notice, Safeguarding & Child Protection Policy, Complaints Policy and Online Safety, Cyber Security, Artificial Intelligence (AI) and Social Media Policy.

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1. About these Terms

1.1 These Client Terms and Conditions (the “Terms”) govern tuition and related educational services supplied by AdaptEd Tuition Ltd (“AdaptEd Tuition Ltd”, “we”, “us” or “our”) to a client.

1.2 The client may be a parent, carer, adult learner, Local Authority, school or other organisation commissioning tuition. The identity of the client will be the person or organisation that books, commissions or agrees to pay for the services.

1.3 The Client contracts with AdaptEd Tuition Ltd. AdaptEd Tuition Ltd engages Tutors to deliver the Services under separate agreements and remains responsible to the Client for the Services it has agreed to provide. The Client does not contract directly with the Tutor unless a separate arrangement is expressly agreed in writing. The Tutor Agreement is not incorporated into these Terms and does not impose obligations on the Client.

1.4 These Terms must be read with the confirmed booking, referral, quotation, commissioning document or written service arrangements and the relevant policies supplied or made available to the Client before the contract is formed. Separately agreed written commissioning terms take priority to the extent of a direct inconsistency. No booking, commissioning term or policy may reduce applicable legal, safeguarding or data-protection requirements or statutory consumer rights.

2. Definitions

2.1 In these Terms:

(a) **‘Client’** means the person or organisation contracting with AdaptEd Tuition Ltd for the Services.

(b) **‘Learner’** means the child, young person or adult receiving tuition.

(c) **‘Private Client’** means a parent, carer, adult learner or other individual purchasing tuition privately.

(d) **‘Commissioner’** means a Local Authority, school, education provider or other organisation commissioning tuition.

(e) **‘Services’** means tuition and any related educational support agreed in writing with AdaptEd Tuition Ltd.

(f) **‘Tutor’** means a tutor, contractor or other suitable person appointed by AdaptEd Tuition Ltd to deliver all or part of the Services.

(g) **‘Lesson’** means a scheduled tuition session, whether online or face-to-face.

3. Forming the Contract

3.1 A contract is formed when AdaptEd Tuition Ltd confirms in writing its acceptance of the Client’s booking, referral, quotation acceptance or commission. The confirmation will identify the agreed Services, price, payment arrangements, location or platform, schedule and any specific cancellation or commissioning terms. AdaptEd Tuition Ltd will provide a copy of these Terms and relevant consumer cancellation information in a form the Client can retain. A provisional timetable, introduction or enquiry is not confirmation that tuition may begin.

3.2 The client is responsible for ensuring that the information provided when arranging tuition is complete and accurate, including relevant educational, SEND, health, safety and safeguarding information.

3.3 Where the client is not the learner's parent or legal guardian, the client must ensure it has the necessary authority and lawful basis to commission the Services and share relevant information with AdaptEd Tuition Ltd.

4. Our Tuition Services

4.1 AdaptEd Tuition Ltd may provide one-to-one or small-group tuition online, in a learner's home, at a school or alternative provision, in a community venue or at another agreed location.

4.2 The subject, frequency, duration, location, delivery method and expected start date will be agreed as part of the booking or commissioning arrangements.

4.3 We will use reasonable care and skill in providing the Services. Educational progress depends on many factors, including attendance, engagement, prior attainment and circumstances outside our control. We do not guarantee particular grades, examination results, school placements or other educational outcomes.

5. Tutors and Tutor Matching

5.1 AdaptEd Tuition Ltd assesses tuition requirements and matches learners with tutors we consider suitable, taking account of the information available to us, subject needs, learner needs, location, availability and other relevant factors.

5.2 Tutors are subject to AdaptEd Tuition Ltd's safer recruitment and suitability procedures. A Tutor must accept the relevant Assignment and receive AdaptEd Tuition Ltd's written clearance before beginning tuition, contacting the Learner for delivery, attending the home or site, or accessing Learner information or systems. Required checks must be completed and assessed before clearance is given. Checks may include identity, qualifications, references, right-to-work where applicable, Enhanced DBS and relevant barred-list checks where legally eligible and required, and other appropriate safeguarding checks.

5.3 The allocation of a particular tutor is not guaranteed for the whole period of tuition. AdaptEd Tuition Ltd may substitute or reassign a tutor where reasonably necessary.

5.4 The client must not make private payment arrangements with a tutor for Services supplied through AdaptEd Tuition Ltd or ask a tutor to move AdaptEd Tuition Ltd-booked tuition outside AdaptEd Tuition Ltd's arrangements. Any request to change the contractual arrangement must be discussed with AdaptEd Tuition Ltd directly.

5.5 Tutors may be engaged as independent self-employed contractors and exercise professional judgement over teaching methods within agreed outcomes, safeguarding, law, site requirements and AdaptEd Tuition Ltd's policies. A Tutor has no authority to bind AdaptEd Tuition Ltd, vary these Terms, agree additional charges or promise a refund without AdaptEd Tuition Ltd's written authorisation.

5.6 A Tutor may propose a suitably qualified substitute, but no substitute may deliver Services, contact a Learner, attend the site or access information until AdaptEd Tuition Ltd has given prior written approval and confirmed the required safeguarding, suitability, competence, insurance and data-protection arrangements. The original Tutor remains responsible to AdaptEd Tuition Ltd for an approved substitute engaged by that Tutor. AdaptEd Tuition Ltd remains responsible to the Client for its agreed

Services. Objectively necessary safeguarding, continuity or site-access requirements will be considered before substitution is approved.

6. Fees and Payment

6.1 Private Clients

6.1.1 Private Clients must pay for Lessons in advance at the rate confirmed by AdaptEd Tuition Ltd. Prices may vary according to the Services, tutor, subject, location, lesson length or other agreed factors.

6.1.2 A Lesson or block of Lessons may be treated as unconfirmed, withheld or cancelled if the required advance payment has not been received.

6.1.3 Payments must be made to AdaptEd Tuition Ltd using an authorised payment method. Tutors and approved substitutes must not seek or accept direct payment for AdaptEd Tuition Ltd-arranged Services. Requests concerning fees, refunds or cancellation charges must be referred to AdaptEd Tuition Ltd. There is a 2.65% charge for any Debit or Credit card payments. There is no charge for setting up a Direct Debit or BACS payment.

6.1.4 AdaptEd Tuition Ltd will give at least 14 days' advance written notice of a price increase for ongoing private tuition. A change will not retrospectively affect Lessons already paid for or expressly confirmed at an agreed fixed price. The Client may end affected future tuition before an increase takes effect without a termination or cancellation charge for those affected Lessons; unused advance payments for them will be refunded.

6.2 Local Authorities, Schools and Other Commissioners

6.2.1 Commissioners will normally be invoiced monthly unless different written commissioning or purchase-order terms have been agreed.

6.2.2 Payment is due in accordance with the invoice or the applicable written commissioning terms. The commissioner must provide any purchase order, billing reference or other information reasonably required for invoicing.

6.2.3 A dispute about part of an invoice does not remove the obligation to pay any undisputed amount when due.

6.3 Credits and Refunds

6.3.1 Where AdaptEd Tuition Ltd cannot deliver a paid Lesson, the Client may agree a rearranged Lesson or credit, or receive a refund for the undelivered Services. A credit will not replace a refund to which the Client is legally entitled. Refunds will normally use the original payment method unless the Client agrees otherwise, without a refund administration fee and within any applicable statutory deadline.

6.3.2 Nothing in these Terms limits any refund or other remedy to which a consumer is entitled by law.

7. Cancellations, Alternative Arrangements, No-Shows and Lateness

7.1 Cancellation or Non-Attendance by the Client or Learner

7.1.1 Lessons are scheduled in advance and reserve a Tutor's time. Where the Client or Learner cancels, cannot attend or does not attend, the full Lesson fee will normally remain payable if AdaptEd Tuition Ltd and the Tutor were ready and able to provide the Services at the scheduled time, subject to clause 7.1.3, statutory consumer rights and any different agreed commissioning terms.

7.1.2 The Client must notify AdaptEd Tuition Ltd as soon as reasonably practicable if the Learner cannot attend. Advance notice does not automatically create a right to a free replacement Lesson, but AdaptEd Tuition Ltd will consider whether it can reduce its losses and whether an alternative under clause 7.2 is suitable.

7.1.3 For a Private Client acting as a consumer, a cancellation or non-attendance charge must be fair and must not exceed AdaptEd Tuition Ltd's actual net loss directly resulting from the cancellation, up to the Lesson fee. AdaptEd Tuition Ltd will take reasonable steps to reduce that loss, including considering reallocation of the reserved time, and account for costs saved or replacement income. The full fee is payable only where justified by that loss. AdaptEd Tuition Ltd will explain the calculation on request. Nothing in this clause limits statutory cancellation rights under clause 8 or remedies for AdaptEd Tuition Ltd's breach.

7.2 Alternative Arrangements

7.2.1 Where the Client or Learner is unable to attend a scheduled Lesson, AdaptEd Tuition Ltd and the Tutor may, where reasonably practicable, offer an alternative means of providing the tuition or educational support planned for that Lesson. Depending on the circumstances, this may include:

(a) where a face-to-face Lesson was scheduled, delivering the Lesson online at the originally scheduled time;

(b) providing the Learner with suitable independent learning resources, activities or work relevant to the learning planned for that Lesson; or

(c) rescheduling the Lesson to an alternative date and/or time within 7 days, where the Client or Learner, the Tutor and AdaptEd Tuition Ltd agree to the arrangement.

7.2.2 Any alternative arrangement is subject to the circumstances of the tuition, the nature of the Services, Tutor availability and AdaptEd Tuition Ltd's agreement. An alternative arrangement is not guaranteed and does not create an automatic right to reschedule a Lesson or receive a credit or refund.

7.2.3 An agreed alternative replaces the originally scheduled Lesson or support for that Lesson; it is not charged twice. Any original cancellation charge remains subject to clause 7.1.3. A rescheduled Lesson is included in the original fee, and providing independent resources does not create an entitlement to an additional live Lesson unless AdaptEd Tuition Ltd agrees otherwise. Independent resources must be suitable for the Learner and must not be presented as live tuition where they do not fulfil the agreed provision.

7.3 Commissioners

7.3.1 Where tuition is commissioned by a Local Authority, school or other organisation, any specific written commissioning, purchase-order or service terms concerning cancellation, attendance or payment will apply in priority to this section to the extent of any inconsistency.

7.3.2 Where no different cancellation arrangements have been agreed with the Commissioner, clauses 7.1 and 7.2 will apply so far as appropriate.

7.4 Cancellation or unavailability by AdaptEd Tuition Ltd or the Tutor

7.4.1 Where AdaptEd Tuition Ltd or the Tutor is unable to deliver a scheduled Lesson, the Client will not be charged for tuition that is not delivered.

7.4.2 AdaptEd Tuition Ltd may, as appropriate, offer a substitute Tutor, rearrange the Lesson, provide a credit or provide a refund.

7.4.3 Where a Lesson is rearranged because AdaptEd Tuition Ltd or the Tutor was unable to deliver the originally scheduled Lesson, the Client will not be charged for the original but will be for the rearranged Lesson.

7.5 Learner or Client Lateness

7.5.1 If the Learner or Client is late for a scheduled Lesson, the Tutor will remain available for the scheduled period, but is not required to extend the Lesson beyond its agreed finish time.

7.5.2 For partial attendance after Learner lateness, the full fee normally remains payable where the Tutor was ready and able to teach throughout, subject to clause 7.1.3 for cancelled or unused reserved time and statutory consumer rights. Complete non-attendance is governed by clauses 7.1.1 to 7.1.3.

7.6 Tutor Lateness

7.6.1 If the Tutor is late, reasonable efforts will be made to provide the agreed teaching time.

7.6.2 Where missed teaching time is not made up safely and by agreement, the Lesson fee will be reduced proportionately to reflect the Services actually delivered. The Client may agree make-up time or a credit instead. A Lesson that cannot reasonably proceed because of Tutor lateness, unavailability, lack of readiness or breach will not be charged as a Client cancellation.

8. Consumer Cancellation Rights

8.1 A Private Client acting as a consumer normally has a statutory right to cancel a distance contract (such as one made online or by telephone) or an off-premises contract within 14 calendar days beginning the day after the contract is made, subject to applicable legal exceptions. Any longer period required by law, including where cancellation information has not been properly supplied, will apply.

8.2 To cancel, send a clear statement of your decision to AdaptEd Tuition Ltd using the email or postal address in clause 27 before the cancellation period expires. The optional form in Appendix A may be used, but is not compulsory. No reason is required.

8.3 AdaptEd Tuition Ltd will not begin Services during the statutory cancellation period unless the consumer expressly requests this. AdaptEd Tuition Ltd will record the request in a form the consumer can retain. Requesting an early start does not, by itself, remove the right to cancel.

8.4 If the consumer cancels after expressly requesting an early start, AdaptEd Tuition Ltd may charge only the lawful proportionate amount for Services actually supplied up to cancellation, provided the required cancellation and payment information was supplied. No early-performance charge will apply where the legal conditions for that charge have not been met.

8.5 The cancellation right is lost only when the contracted Services have been fully performed following the consumer's express request and acknowledgement that full performance will end that right. Completing one Lesson does not automatically complete an ongoing tuition contract.

8.6 AdaptEd Tuition Ltd will refund payments due following statutory cancellation without undue delay and within 14 days after being informed of cancellation, using the original payment method unless expressly agreed otherwise and without a refund fee. Any lawful deduction under clause 8.4 will be explained.

8.7 These rights are separate from clauses 7 and 21 and are not restricted by them. Statutory cancellation is not subject to a full Lesson cancellation fee or a 14-day contractual termination charge.

9. Changes to Tuition and Tutor Substitution

9.1 AdaptEd Tuition Ltd may propose reasonable changes to Lesson times, Tutor allocation, delivery method or other arrangements where necessary because of Tutor availability, illness, safeguarding, Learner needs or circumstances outside its reasonable control. A material change to the agreed time, location, delivery method or scope requires the Client's agreement unless necessary immediate safety action is being taken.

9.2 We will give as much notice as reasonably practicable and will seek to minimise disruption.

9.3 Where a particular Tutor is no longer available or is no longer considered suitable for an assignment, AdaptEd Tuition Ltd may appoint another suitable Tutor. A change of Tutor does not, by itself, end the client's contract with AdaptEd Tuition Ltd.

9.4 Where AdaptEd Tuition Ltd cannot provide a suitable replacement within the agreed arrangements, or a proposed material change is not agreed, the Client will not be charged for affected Services that are not delivered and may receive a refund of unused advance payments. Reasonable Tutor substitution within the agreed provision does not itself require a new contract.

10. Client, Parent and Carer Responsibilities

10.1 The client, and where relevant the parent or carer, must:

- provide accurate and up-to-date information that may affect tuition, safeguarding, health, safety or the learner's educational needs;
- ensure the learner is available and reasonably prepared for Lessons;
- support punctual attendance and appropriate behaviour;
- provide any agreed resources, equipment, internet access or suitable learning environment;

- tell AdaptEd Tuition Ltd promptly about changes to contact details, emergency contacts, placement arrangements or relevant learner circumstances;
- treat Tutors and AdaptEd Tuition Ltd staff respectfully and maintain appropriate professional boundaries;
- follow reasonable safeguarding, online-safety, health-and-safety and venue instructions.

10.2 AdaptEd Tuition Ltd may pause tuition where information reasonably required to provide the Services safely or lawfully has not been provided.

11. Home and Face-to-Face Tuition

11.1 Where tuition takes place in a private home, the client must provide a suitable, safe and appropriate learning space.

11.2 For one-to-one face-to-face tuition, a responsible adult must be in the same building and doors to the teaching space must be left open, in accordance with AdaptEd Tuition Ltd's Lone Working and Safeguarding & Child Protection policies. Any alternative home arrangement requires a documented risk assessment and advance Director/DSL authorisation and must meet the safeguarding policy's one-to-one requirements. Venue staff must not be assumed to supervise the Learner unless this is expressly agreed. Required arrangements must remain in place throughout the Lesson.

11.3 The client must disclose known risks at the tuition location, including relevant hazards, aggressive animals, smoking, access issues or other matters that could affect safety.

11.4 Tutors may pause, end or decline to begin a Lesson where conditions are unsafe or required safeguarding, supervision or risk controls are missing. AdaptEd Tuition Ltd will review the circumstances and determine suitable next steps. Any charge must comply with clause 7, including the consumer safeguards in clause 7.1.3. No charge will apply for undelivered tuition resulting from AdaptEd Tuition Ltd's or the Tutor's failure to meet required arrangements.

12. Online Tuition and Digital Conduct

12.1 Online tuition must use platforms, accounts and communication channels approved by AdaptEd Tuition Ltd for the relevant provision. A platform requested or required by a Commissioner must be approved by AdaptEd Tuition Ltd before use. Approved arrangements may include Pencil Spaces and Tutorcruncher.

12.2 Parents and carers are expected, where appropriate, to support younger learners, provide a quiet and suitable environment, ensure the device and internet connection are appropriate and secure, and encourage safe online behaviour. Agreed supervision and emergency contacts must remain in place; an online Tutor cannot provide physical supervision.

12.3 Learners must use authorised links, behave respectfully, protect passwords and personal information, and must not invite unauthorised participants, misuse chat functions, share inappropriate material or deliberately disrupt Lessons. AI use must follow the Online Safety Policy; Learner or confidential information must not be uploaded to unapproved AI tools.

12.4 Clients and learners must not privately record, photograph, screenshot, download, copy or share a Lesson or its participants without prior written permission from

AdaptEd Tuition Ltd and prior DSL approval, with the lawful arrangements in clause 18, except where the law gives an overriding right.

12.5 Technical problems affecting the Learner do not automatically entitle the Client to a free replacement Lesson. Where AdaptEd Tuition Ltd and the Tutor remained ready and able to deliver, AdaptEd Tuition Ltd will consider the circumstances, whether meaningful tuition could take place, suitable alternatives under clause 7.2 and any charge permitted under clause 7.1.3. Where a failure affecting AdaptEd Tuition Ltd, its approved platform or the Tutor prevents delivery, clause 7.4 applies. Statutory consumer rights are unaffected.

13. Safeguarding and Child Protection

13.1 Safeguarding is central to AdaptEd Tuition Ltd's Services. Clients and learners must cooperate with reasonable safeguarding arrangements and with the Safeguarding & Child Protection Policy.

13.2 Where a concern indicates that a child, young person or vulnerable person may be at risk of harm, safeguarding procedures take priority over ordinary complaints, confidentiality expectations and routine contractual processes.

13.3 AdaptEd Tuition Ltd may share relevant information with schools, Local Authorities, children's social care, the police, the Local Authority Designated Officer, Prevent/Channel or other appropriate agencies where this is necessary, lawful and consistent with safeguarding responsibilities.

13.4 Safeguarding concerns may be reported to AdaptEd Tuition Ltd's Designated Safeguarding Leads via admin@adaptedtuition.org or 07848 099801. Immediate danger should be reported to the emergency services.

14. SEND, Health and Learner Information

14.1 AdaptEd Tuition Ltd supports learners with a range of educational needs. The client must provide information reasonably necessary for AdaptEd Tuition Ltd to understand the learner's needs and deliver tuition safely and appropriately, including relevant SEND, health, welfare, risk-assessment and safeguarding information.

14.2 AdaptEd Tuition Ltd will use relevant information to support Tutor matching, planning, reasonable adjustments and safe delivery. Material information not disclosed when disclosure could reasonably be expected may affect the support that can be arranged. This does not remove AdaptEd Tuition Ltd's duty to use reasonable care and skill, consider reasonable adjustments or act on information it receives.

14.3 AdaptEd Tuition Ltd does not provide medical, therapeutic, diagnostic or clinical services unless this is expressly agreed as a separate service delivered by an appropriately qualified professional.

14.4 Tutors must not assume medication, personal-care or specialist healthcare responsibilities as part of ordinary tuition. Any such responsibility must be expressly agreed with AdaptEd Tuition Ltd in advance, documented and supported by appropriate competence, training and lawful arrangements. Relevant risk assessments, support plans and required controls must be in place before delivery.

15. Attendance, Behaviour and Engagement

15.1 Learners are expected to attend punctually, participate appropriately and behave respectfully towards Tutors and others.

15.2 AdaptEd Tuition Ltd recognises that behaviour may be affected by SEND, disability, trauma, health or other individual circumstances. We will consider relevant information and reasonable adjustments when responding to concerns.

15.3 Serious or repeated unsafe, abusive, discriminatory, threatening or disruptive behaviour may result in a Lesson being ended and tuition reviewed, suspended or terminated. Where safe, the Student Behaviour Policy's staged response applies: Tutor intervention, parent/carer discussion, then review. SEND adjustments and alternatives must be considered; immediate safety action remains available.

16. Communication and Professional Boundaries

16.1 Communication connected with tuition must remain professional and use AdaptEd Tuition Ltd-approved channels where required.

16.2 Tutors must not use personal social-media accounts to communicate with learners or enter private payment arrangements with clients. Clients and learners should respect Tutors' privacy and professional boundaries.

16.3 Necessary learner communication outside Lessons must use approved channels. For child learners, parents/carers must be included in the designated WhatsApp group for their child's arrangements. The child/ Learner will not be included. Personal email and private or informal one-to-one messaging are prohibited. Adult-learner arrangements must be agreed through approved organisational channels under the Online Safety Policy.

17. Data Protection, Privacy and Confidentiality

17.1 AdaptEd Tuition Ltd is normally the data controller for personal data used to administer and deliver its Services. Where the purposes and means of the relevant commissioned processing make the Commissioner the controller and AdaptEd Tuition Ltd a processor, the parties must agree appropriate written data-processing arrangements before that processing begins. Tutors and approved substitutes processing data on AdaptEd Tuition Ltd's behalf must follow documented instructions, confidentiality obligations and approved security requirements. The applicable roles and uses are explained in the Privacy Notice and any agreed commissioning documentation.

17.2 AdaptEd Tuition Ltd processes personal data for purposes including assessing tuition needs, tutor matching, delivering Services, managing bookings, processing payments and invoices, communicating with clients and commissioners, safeguarding, quality assurance and complaints handling.

17.3 Personal data may be shared where necessary and lawful with Tutors, online teaching platforms, payment providers, booking and management systems, IT providers, professional advisers, schools, Local Authorities, regulators and safeguarding agencies.

17.4 Further information about how personal data is collected, used, retained and protected, and about individual rights, is contained in AdaptEd Tuition Ltd's Privacy Notice and Data Protection Policy.

17.5 The client must take reasonable steps to ensure that personal information supplied to AdaptEd Tuition Ltd is accurate and up to date and must notify AdaptEd Tuition Ltd promptly of relevant changes. Where the client supplies personal information about another individual, they must be entitled to disclose that information. This does not affect AdaptEd Tuition Ltd's own obligations under applicable data protection law.

18. Lesson Records, Quality Assurance and Recording

18.1 AdaptEd Tuition Ltd may maintain attendance, lesson, progress, communication and other records reasonably required to deliver and quality-assure the Services.

18.2 AdaptEd Tuition Ltd may undertake proportionate quality-assurance activities, including reviewing lesson records, seeking feedback and, where appropriate, observing Lessons with prior notice.

18.3 Lessons are not routinely recorded, and recording is not automatically authorised as a SEND adjustment. Any recording by AdaptEd Tuition Ltd or a Tutor requires express organisational authorisation, including prior DSL permission as required by the Privacy Notice and Data Protection Policy, a lawful purpose and basis, appropriate notification, any necessary consent, and suitable access, security and retention arrangements before recording begins.

18.4 Authorised recordings must follow the Privacy Notice and Data Protection Policy, including retention, secure deletion and recording-objection arrangements. Private recordings or screenshots require prior written AdaptEd Tuition Ltd permission and DSL approval, subject to overriding legal rights. Tutors and substitutes must not independently record, copy or distribute sessions or Learner material without authorisation and lawful arrangements.

19. Learning Materials and Intellectual Property

19.1 AdaptEd Tuition Ltd, Tutors and third-party rights-holders retain ownership of their existing materials. Tutor-created reports, progress updates, assessments, Lesson records, learning plans, recommendations and other work produced for the provision remain the Tutor's property unless rights in a specifically commissioned bespoke resource have been expressly assigned. AdaptEd Tuition Ltd's branding, templates, systems and materials remain AdaptEd Tuition Ltd's property.

19.2 Materials supplied for the provision may be used, without an additional licence fee, by AdaptEd Tuition Ltd and the relevant Learner, Client and Commissioner for the tuition, the Client's purposes connected with that Learner's provision, and continuity of the Learner's education. Necessary lawful sharing with authorised professionals or successor providers for these purposes is permitted. This includes incorporated Tutor materials to the extent permitted under the Tutor's licence, subject to lawful third-party restrictions disclosed before supply. Materials must not be sold, published, uploaded publicly, distributed to unrelated recipients or commercially exploited without the rights-holder's permission.

19.3 The Learner's academic work remains the property of the Learner or other applicable rights-holder. Nothing in these Terms prevents the Learner from retaining and using their own work. Reuse for another purpose requires appropriate permission.

20. Complaints

20.1 AdaptEd Tuition Ltd aims to resolve concerns quickly, fairly and professionally. Where appropriate, a concern may first be raised informally with the relevant Tutor or a Director.

20.2 Formal complaints should normally be submitted in writing to admin@adaptedtuition.org with the subject heading "Complaint" and should include sufficient details for the matter to be investigated.

20.3 Complaints should normally be made within three calendar months of the incident; later complaints may be considered where there is good reason. AdaptEd Tuition Ltd will acknowledge receipt within 5 working days and will normally complete investigations within 20 working days, informing the complainant if additional time is required. A review may be requested within 10 working days of receiving the decision. Review and independence arrangements follow the Complaints Policy.

20.4 Safeguarding concerns are dealt with under safeguarding procedures and must not be delayed while the complaints process is followed. Full details are contained in AdaptEd Tuition Ltd's Complaints Policy.

20.5 AdaptEd Tuition Ltd will provide reasonable communication support and adjustments where needed to make the complaints process accessible. No person will be disadvantaged for raising a genuine complaint in good faith.

21. Suspension and Ending Tuition

21.1 Private Clients

21.1.1 Either the Private Client or AdaptEd Tuition Ltd may normally end ongoing regular tuition by giving at least 14 days' written notice.

21.1.2 Lessons already scheduled during the notice period remain subject to clause 7, including its consumer safeguards, unless AdaptEd Tuition Ltd agrees otherwise. No charge will apply to Lessons after the effective end date, and advance payments for those Lessons will be refunded. Statutory cancellation rights and rights arising from AdaptEd Tuition Ltd's breach or material changes remain unaffected.

21.2 Commissioners

21.2.1 Commissioned tuition ends in accordance with the agreed placement, referral, purchase order or commissioning terms. Where those arrangements do not specify termination, AdaptEd Tuition Ltd and the commissioner should give reasonable written notice taking account of the learner's needs and continuity of education.

21.3 Immediate suspension or termination

21.3.1 AdaptEd Tuition Ltd may suspend or terminate Services immediately, or on shorter notice, where reasonably necessary because of:

- a safeguarding or child-protection concern;
- serious or repeated abusive, threatening, discriminatory or unsafe behaviour;
- a material health-and-safety risk;
- non-payment or repeated payment failure;
- serious or repeated breach of these Terms or AdaptEd Tuition Ltd policies;
- loss of a safe or lawful means of delivering the Services;

- circumstances in which continuing the arrangement would expose a learner, Tutor or another person to unreasonable risk.

21.3.2 Where reasonably possible, AdaptEd Tuition Ltd will explain the reason for suspension or termination, subject to safeguarding, confidentiality and legal restrictions. Where safe, clause 15.3's staged response applies. Before ending provision, a Director will review needs, adjustments, safe alternatives and educational continuity; immediate safety action remains available.

21.3.3 AdaptEd Tuition Ltd will keep a suspension under reasonable review. Suspension of a Tutor while a concern is assessed is a neutral protective measure and is not a finding of wrongdoing. Where appropriate, AdaptEd Tuition Ltd will seek a suitable replacement or safe continuation of tuition. Charges and refunds for affected Lessons will be determined under clauses 7 and 8; unused payments will not be retained for Services AdaptEd Tuition Ltd cannot lawfully or safely provide.

22. Liability

22.1 Nothing in these Terms excludes or limits liability where it would be unlawful to do so, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any rights and remedies that cannot lawfully be excluded.

22.2 AdaptEd Tuition Ltd will provide the Services with reasonable care and skill. We are not responsible for educational outcomes that depend on factors outside our reasonable control and do not guarantee examination grades, admissions decisions or other particular results.

22.3 For Private Clients, nothing in these Terms affects statutory consumer rights. AdaptEd Tuition Ltd is responsible for losses that are a foreseeable result of our breach of contract or failure to use reasonable care and skill, but not for losses that were not foreseeable when the contract was made.

22.4 AdaptEd Tuition Ltd is not liable for business losses suffered by a Private Client acting wholly or mainly for purposes outside their trade, business, craft or profession.

22.5 For business or organisational clients, any additional limitation of liability agreed in a separate commissioning contract or written service agreement will apply.

23. Events Outside Our Reasonable Control

23.1 AdaptEd Tuition Ltd is not responsible for delay or failure to perform caused by events outside our reasonable control, such as severe weather, widespread transport disruption, power or internet outages, platform failure, epidemic or public-health restrictions, emergency closure, civil emergency or other comparable events. Clauses 6.3 and 7.4 continue to apply to undelivered tuition; statutory consumer rights are unaffected.

23.2 We will take reasonable steps to minimise disruption. Where an event prevents AdaptEd Tuition Ltd or the Tutor delivering Services, clauses 6.3 and 7.4 apply: undelivered tuition is not charged and payments are refunded unless the Client agrees a rearranged Lesson or credit. A credit cannot replace a refund legally due. Where only the Client or Learner cannot attend and we and the Tutor remain ready and able to teach, clause 7 applies, including its consumer safeguards.

24. Changes to these Terms

24.1 AdaptEd Tuition Ltd may update these Terms for future bookings. For an existing arrangement, changes may be made only where reasonably necessary to reflect changes in law, safeguarding requirements or the agreed service, and in accordance with this clause. An operational policy update does not by itself change an agreed fee or the essential scope of the Services.

24.2 AdaptEd Tuition Ltd will give reasonable advance written notice of a material change to an ongoing Private Client arrangement, normally at least 14 days unless a legal or immediate safeguarding requirement prevents this. Where a material change disadvantages the Client, the Client may end the affected future Services before it takes effect without termination or cancellation charges for those Services and receive a refund of unused advance payments. Changes will not retrospectively alter accrued rights or charges, and any variation requiring agreement by law must be agreed.

24.3 Commissioners may be subject to separately agreed variation procedures in their written contracts or commissioning arrangements.

25. General Contract Terms

25.1 If any provision of these Terms is found to be unlawful or unenforceable, the remaining provisions will continue in effect.

25.2 A delay by AdaptEd Tuition Ltd in enforcing a contractual right does not mean that right has been waived.

25.3 No person other than AdaptEd Tuition Ltd and the client has a right to enforce these Terms under the Contracts (Rights of Third Parties) Act 1999, except where a separate written agreement expressly provides otherwise.

25.4 The client may not transfer its rights or obligations under these Terms without AdaptEd Tuition Ltd's written consent, except where the law provides otherwise. AdaptEd Tuition Ltd may use Tutors, contractors and service providers to perform its obligations while remaining responsible for the Services it has agreed to provide.

25.5 These Terms, together with the confirmed booking, referral, quotation or commissioning arrangements and any expressly incorporated documents, form the agreement between the parties concerning the Services.

26. Governing Law and Jurisdiction

26.1 These Terms are governed by the law of England and Wales.

26.2 If the client is a consumer, they may bring proceedings in the courts available to them under applicable consumer law. If the client is a business or organisation, the courts of England and Wales will have exclusive jurisdiction unless otherwise agreed in writing.

27. Contact Details for AdaptEd Tuition Ltd

- **Company Registration Number:** 17108970
- **Registered Office:** 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ
- **General Enquiries:** info@adaptedtuition.org
- Cancellation, Complaints and **Safeguarding:** admin@adaptedtuition.org
- **Website:** www.adaptedtuition.org
  Safeguarding Telephone: 07848099801/ 07596004549

Schedule 1 – Client Declarations

☐ I confirm that information I provide about the Learner and tuition is accurate and complete to the best of my knowledge.

☐ I will disclose relevant educational, health, safety and safeguarding information and promptly notify AdaptEd Tuition Ltd of material changes.

☐ I confirm that I have authority to arrange tuition and a lawful basis to share relevant information about the Learner where required.

☐ I confirm that I have read these Client Terms and Conditions and have access to the relevant policies before the contract was formed.

☐ I understand the agreed booking, fees, payment, cancellation and attendance arrangements, including applicable consumer safeguards.

☐ I understand that required safeguarding, supervision, online-safety and risk controls must remain in place throughout Lessons.

☐ I will use approved communication channels and refer changes to tuition, payment or refunds directly to AdaptEd Tuition Ltd.

☐ I understand that these declarations do not waive consumer rights or constitute an express request to start tuition during a statutory cancellation period.

Schedule 2 –Signatures for Agreement

By signing, each party agrees to the terms of this Agreement.

For AdaptEd Tuition Ltd	Client
Name: Hayley Rollings	**Name:**
Position: Director	
Signature:	**Signature:**
Name: **Gary Essex**	**Date:**
Position: Director	
Signature:	

Appendix A Optional Consumer Cancellation Form

Complete and return this form **only if you wish to cancel under clause 8**. You may instead send any clear statement of your decision to cancel before the statutory cancellation period expires. This can be emailed in the body of an email to: admin@adaptedtuition.org

To: AdaptEd Tuition Ltd
71–75 Shelton Street, Covent Garden, London WC2H 9JQ
Email: admin@adaptedtuition.org

I/We hereby give notice that I/We cancel my/our contract for the supply of the following service:

Services or Booking Reference:	
Contract Made On:	
Client name(s):	
Client Email Address:	
Signature:	
Date:	