



Self-Employed Tutor Agreement

**Agreement for the supply of tuition and educational services
by a self-employed sole trader**

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

Agreement Summary

This summary is for convenience only. If it conflicts with the operative clauses, the operative clauses prevail.

- The Tutor supplies tuition services as an independent self-employed sole trader. Neither party is obliged to offer or accept future assignments.
- Each assignment is separately agreed through Assignment Details, which set out the learner/client, location or online method, dates, fee, payment terms, cancellation terms and any Assignment-specific requirements.
- Safeguarding is a condition of engagement. No Tutor may begin work with children or vulnerable adults until AdaptEd Tuition Ltd confirms that its required safer recruitment and suitability checks are satisfactory.
- The Tutor must follow AdaptEd Tuition Ltd's safeguarding, child protection, code of conduct, online safety, data protection, health and safety, equality, whistleblowing and complaints policies, as notified and updated periodically.
- The Tutor is responsible for their own tax, National Insurance, VAT (if applicable), pension arrangements, insurance and other obligations arising from genuine self-employment.
- The Tutor must not arrange a substitute or subcontractor to work with a learner without AdaptEd Tuition Ltd's prior written approval and completion of equivalent safeguarding and safer recruitment checks.
- The Tutor must keep learner and client information confidential and secure, report data breaches promptly, and return or securely delete information when required.
- AdaptEd Tuition Ltd may suspend allocations while safeguarding, conduct, complaint or suitability concerns are assessed. Suspension is a neutral safeguarding measure and is not a finding of wrongdoing.

Background

- AdaptEd Tuition Ltd provides educational support and tutoring services to children, young people and adults in schools, alternative provision settings, community venues, online and in learners' homes.
- The Tutor is in business on their own account as a self-employed sole trader providing tuition and/or related educational services.
- The parties wish this Agreement to govern assignments accepted by the Tutor from AdaptEd Tuition Ltd, while preserving the Tutor's professional autonomy over the manner in which the services are delivered, subject always to safeguarding, law, agreed outcomes, client-site requirements and the Company's policies.
- The Company is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults and expects every Tutor to share that commitment.

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

(a) **'Agreement'** means this Self-Employed Tutor Agreement, its schedules, and the Assignment Details for each accepted Assignment.

(b) **'Assignment'** means a particular engagement under which the Tutor agrees to provide Tuition Services to a Client or Student.

(c) **'Assignment Details'** means the written details of an Assignment, whether in the form in Schedule 1 or confirmed by email or another written Company system (TutorCruncher).

(d) **'Client'** means a parent, carer, school, local authority, alternative provision, organisation or other person to whom the Company supplies or arranges Tuition Services.

(e) **'Company'** means AdaptEd Tuition Ltd, company number 17108970.

(f) **'Company Policies'** means the Company's policies and procedures notified to the Tutor from time to time, including safeguarding/child protection, safer recruitment, code of conduct, behaviour, online safety, data protection, health and safety, equality, whistleblowing and complaints.

(g) **'Confidential Information'** means non-public information concerning the Company, a Client, Student or family, including commercial information, fee arrangements, educational records, EHCP information and safeguarding information.

(h) **'Data Protection Laws'** means the UK GDPR, Data Protection Act 2018, Privacy and Electronic Communications Regulations 2003 where applicable, and other applicable UK data protection law as amended from time to time.

(i) **'Enhanced DBS Check'** means an Enhanced Disclosure and Barring Service check at the legally appropriate workforce and, where the role is eligible, including the relevant barred list check.

(j) **'Student'** means any child, young person or adult learner receiving Tuition Services through the Company.

(k) **'Tuition Services'** means tuition, mentoring, educational support, assessment, planning, reporting or related services described in the Assignment Details.

1.2 References to legislation and statutory guidance include amendments, replacements and re-enactments.

1.3 Headings do not affect interpretation.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this agreement includes the Schedules.

1.6 Where a term of this agreement provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General

words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.

- 1.7 If Assignment Details expressly conflict with this Agreement, the Assignment Details prevail only for that Assignment, except that safeguarding, child protection, data protection and legal compliance requirements cannot be reduced by Assignment Details.

2. Nature of Engagement and Self-Employed Status

- 2.1. The Tutor is engaged as an independent self-employed contractor and not as an employee, worker, agency worker, partner or agent of the Company, subject always to the legal status that applies in fact.
- 2.2. There is no obligation on the Company to offer any minimum amount of work and no obligation on the Tutor to accept any Assignment. No contractual relationship exists between Assignments except for clauses intended to survive.
- 2.3 The Tutor may provide services to other clients and businesses, including services similar to the Tuition Services, and the Company does not require the Tutor to give it priority or exclusivity. This is subject to the Tutor:
- (a) performing each accepted Assignment in accordance with its agreed terms;
 - (b) avoiding any conflict of interest;
 - (c) not misusing Confidential Information;
 - (d) complying with applicable safeguarding obligations; and (e) complying with clause 17.
- 2.4 Subject to the Assignment Details, agreed learning objectives, safeguarding requirements, client-site rules and applicable law, the Tutor shall determine how the Tuition Services are planned, organised and delivered. In particular, the Tutor shall exercise independent professional judgment in relation to lesson planning, teaching methods, sequencing, preparation and the resources used. The Company may specify the outcomes and standards required but shall not control the Tutor's teaching methods or the manner in which the Tuition Services are performed, except to the extent reasonably necessary for safeguarding, legal or regulatory compliance, health and safety, information security, Client requirements or the proper protection of Students.
- 2.5. The Tutor has no authority to bind the Company or a Client, incur expenditure in their name, make contractual promises on their behalf, or hold themselves out as having such authority.
- 2.6 The Tutor is responsible for registering with HMRC where required and for all income tax, National Insurance contributions, VAT, pension arrangements and other fiscal obligations arising from their self-employed business.
- 2.7 Each party shall cooperate reasonably with any periodic review undertaken by the Company of the Tutor's employment and tax status and the practical arrangements applying to an Assignment. The Tutor shall provide information reasonably requested for that purpose and shall promptly notify the Company if the practical working arrangements, the Tutor's business circumstances or any other relevant matter changes in a way that could affect that assessment. Any such review shall take account of the arrangements operating in practice and shall not, by itself, alter the parties' legal rights or status.

2.8 The Tutor shall be fully responsible for and shall indemnify the Company for and in respect of:

(a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Tuition Services, where the recovery is not prohibited by law. The Tutor shall further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than to the extent caused by the Company's negligence, wilful default or failure to comply with its obligations under applicable law; and

(b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Tutor against the Company arising out of or in connection with the provision of the Tuition Services, except to the extent that the relevant liability is caused by the Company's breach of this Agreement, negligence, wilful default or failure to comply with its obligations under applicable law.

Nothing in this clause prevents the Tutor from bringing or pursuing any claim, making a protected disclosure or exercising any right which cannot lawfully be excluded or restricted.

2.9 The Tutor provides the Tuition Services as an independent business and is responsible for the costs and financial risks associated with that business. The Tutor is also responsible for:

(a) the ordinary equipment, materials, insurance and business expenses required to provide the Tuition Services;

(b) correcting, at no additional charge, any material deficiency in the Tuition Services caused by the Tutor's failure to exercise the reasonable skill and care required under this Agreement;

(c) managing their own business administration, tax affairs and professional development; and

(d) any loss of profit arising from the Tutor's decision not to accept an Assignment or from the ordinary operation of the Tutor's business.

2.10 Nothing in this clause 2 requires the Tutor to bear a cost or risk allocated to the Company under the Assignment Details or arising from the Company's breach of this Agreement.

3. Assignments and Performance of Services

3.1 The Tutor is free to decline an offered Assignment without penalty. The Tutor shall notify the Company promptly if the Tutor does not accept an Assignment or is unable to perform an Assignment that the Tutor has accepted.

3.2 An Assignment shall not become binding unless and until:

(a) the Company has provided the Tutor with the applicable Assignment Details in writing, whether by email, through TutorCruncher or through another Company-approved system; and

(b) the Tutor has given written acceptance of an Assignment by email, through TutorCruncher or through another Company-approved system.

- 3.3 The Tutor must not commence an Assignment, contact or communicate with a Student for the purpose of delivering Tuition Services, access Student information, attend a Student's home or Client site, or access a Company or Client system unless and until the Tutor has accepted the Assignment in accordance with clause 3.2 and the Company has issued written clearance to commence that Assignment under clause 5.
- 3.4 The Tutor shall provide the Tuition Services with reasonable skill and care, in accordance with good professional practice and the agreed educational objectives.
- 3.5 The Tutor is not subject to day-to-day supervision or direction by the Company as to the manner in which the Tuition Services are provided. The Company may monitor outcomes, service standards, safeguarding, attendance, record-keeping and compliance with this Agreement, the Assignment Details and applicable Company Policies.
- 3.6 The Tutor is responsible for determining the preparation reasonably required for an Assignment. Unless otherwise stated in the Assignment Details, the Tutor may decide where and when that preparation is undertaken, provided that the Tutor attends and performs scheduled sessions and submits required records and reports within the agreed timescales.
- 3.7 The Tutor shall be punctual, prepared and appropriately equipped, and shall complete any agreed lesson records, progress notes, timesheets, attendance records or reports accurately and within the timescales notified by the Company.
- 3.8 The Tutor shall promptly notify the Company if the scope, location, hours, learner needs or other material features of an Assignment change. Additional work is payable only where authorised by the Company.
- 3.9 The Tutor shall comply with lawful health and safety, security and IT requirements applying at a Client site, except requirements that are expressly limited to the Client's employees.
- 3.10 The Tutor shall not accept direct payment from a Client or Student for Company-arranged Tuition Services.

4. Safeguarding and Child Protection

- 4.1 Safeguarding is a fundamental condition of this Agreement. The Tutor acknowledges that the welfare and best interests of children and vulnerable adults are paramount.
- 4.2 The Tutor shall:
 - (a) Before starting an Assignment, read and comply with the Company Policies and any safeguarding information or site procedures supplied for the Assignment.
 - (b) Complete safeguarding and child protection training required by the Company before commencing relevant Tuition Services and complete refresher or additional training reasonably required having regard to the activities comprised in that Assignment.
 - (c) Maintain appropriate professional boundaries in person and online. The Tutor must not develop inappropriate personal, financial, sexual or exploitative relationships with students or use personal communications channels where Company policy prohibits this.
 - (d) Report any safeguarding concern, disclosure, allegation, incident or low-level concern, including a concern relating to another adult, immediately and without

avoidable delay to the Designated Safeguarding Lead using the reporting method specified in the Company's Safeguarding and Child Protection Policy. The Tutor shall:

- i. make an immediate verbal report by telephone where the matter may be urgent or presents a risk of harm;
 - ii. complete and submit the Company's approved written safeguarding report through Tutorcruncher and email at: admin@adaptedtuition.org as soon as reasonably practicable and, unless emergency circumstances prevent this, on the same day;
 - iii. record the relevant facts accurately, including the date, time, persons involved and, where appropriate, the words used by the Student, without adding speculation or conducting an investigation; and
 - iv. preserve and provide any relevant records or evidence in accordance with the Company's instructions and applicable law.
 - v. Not assume that another person has made, or will make, the report. Making a written report does not remove the requirement to make an immediate verbal report where the circumstances are urgent.
 - vi. If the Tutor reasonably believes that a child or vulnerable person is at immediate risk of serious harm, the Tutor must take proportionate emergency action consistent with Company policy and applicable law, including contacting the emergency services where appropriate then notifying the Company's designated safeguarding contact as soon as practicable.
- (j) Where the Tutor is unable to contact the Company and considers that a report cannot safely be delayed, the Tutor must follow the external escalation arrangements identified in the Company's Safeguarding and Child Protection Policy. The Tutor must make and preserve a written record of the steps taken.
- (k) Cooperate fully with the Company, Clients, local authorities, police, DBS, regulators and other statutory agencies where lawfully required in relation to safeguarding.
- (l) Not promise confidentiality to a Student where information may need to be shared to safeguard them or another person.
- (m) Notify the Company immediately of any matter that may affect the Tutor's suitability to work with children or vulnerable adults, including relevant arrests, charges, cautions, convictions, safeguarding investigations, allegations, professional disciplinary action, restrictions, barring information or loss/restriction of professional registration.
- (n) Comply with safeguarding duties equally for face-to-face, home, community, school and online Tuition Services.
- 4.3 A serious safeguarding breach may result in immediate suspension and/or termination and may be referred to relevant authorities where required or appropriate.
- 4.4 Before providing any Tuition Services, and whenever reasonably required following a material update, the Tutor must:
- (a) confirm in writing that they have received, read and understood the current versions of the Company's Safeguarding and Child Protection Policy, Code of Conduct, Online Safety Policy and any Assignment-specific safeguarding information;
 - (b) complete any safeguarding induction, training, knowledge check or declaration reasonably required for the Assignment; and
 - (c) raise promptly with the Designated Safeguarding Lead any aspect of the safeguarding materials or reporting process that the Tutor does not understand.

4.5 Compliance with this clause 4 is a continuing condition of the Tutor's eligibility to undertake Assignments.

5. Safer Recruitment and Ongoing Suitability

- 5.1 The Tutor must not commence an Assignment, contact or communicate with a Student for the purpose of delivering Tuition Services, access Student information, attend a Student's home or Client site, or access a Company or Client system unless and until the Company confirms in writing that the checks it requires for that Assignment have been satisfactorily completed.
- 5.2 In determining whether to issue clearance, the Company may require the following checks and evidence, insofar as lawful and appropriate to the Assignment:
- (a) Satisfactory proof of identity and current address, checked in accordance with the Company's safer recruitment process.
 - (b) Evidence of the legal right to work in the United Kingdom where applicable to the engagement and any requirements applicable to the Assignment.
 - (c) Verification of relevant qualifications, experience, professional memberships or registrations where required for the Assignment.
 - (d) A full work/education history sufficient for the Company to identify and explore material gaps, inconsistencies or concerns relevant to suitability.
 - (e) At least two satisfactory references, normally including a recent relevant professional reference. The Company may verify references directly with the referee and will not rely on open testimonials where a direct reference is appropriate.
 - (f) Before commencing any tutoring Assignment involving children or young people, the Tutor must have satisfactorily completed the DBS and safeguarding checks required by the Company.
 - (g) The Tutor must hold a satisfactory Enhanced DBS certificate for the Child Workforce, including a check of the Children's Barred List.
 - (h) Any additional checks required by law, statutory guidance, a commissioning Client or the Company's safeguarding risk assessment, provided they are lawful and proportionate.
 - (i) Where the Company carries out publicly available online due-diligence searches as part of safer recruitment, these will be used only to identify matters relevant to suitability and will be handled in accordance with data protection and equality obligations.
- 5.3 The Tutor must keep required checks, registrations, training and qualifications current. The Company may request updated evidence or repeat lawful checks at reasonable intervals or when an Assignment or role changes.
- 5.4 Clearance for one Assignment does not automatically constitute clearance for another are materially different.
- 5.5 The Tutor must not treat an oral request, introduction to a Client or Student, provisional timetable, system access, Assignment Details or payment information as clearance to commence unless the Company has expressly confirmed clearance in writing.
- 5.6 The Company may withhold, condition, suspend or withdraw clearance where reasonably necessary to address safeguarding, suitability, legal or Client requirements. Suspension or withdrawal of clearance is a protective measure and does not, by itself, constitute a finding of wrongdoing.

6. Substitution and subcontracting

- 6.1 The Tutor may, at the Tutor's expense, provide a suitably qualified and experienced substitute to perform all or part of an Assignment, subject to this clause 6.
- 6.2 Before the substitute has contact with a Student, accesses Student or Client information, attends a Client site or provides any Tuition Services, the Tutor must notify the Company in writing and provide the information reasonably required for the Company to confirm that:
- (a) the substitute has completed the safeguarding, identity, right-to-work, reference, DBS and other suitability checks lawfully and reasonably required for the Assignment;
 - (b) the substitute has the qualifications, experience, insurance and competence reasonably required for the Assignment;
 - (c) the proposed substitution is compatible with any objectively necessary requirement imposed by the Client, including requirements relating to safeguarding, continuity of education, security or access to the Client's premises or systems; and
 - (d) appropriate arrangements are in place to protect personal data and Confidential Information.
- 6.3 The Company shall not unreasonably withhold or delay approval of a proposed substitute. The Company may refuse a substitute only on reasonable grounds connected with the matters listed in clause 6.2 or where the proposed substitution would place the Company in breach of applicable law or its obligations to the relevant Client.
- 6.4 The Tutor is responsible for selecting, engaging, instructing and paying the substitute. There shall be no contractual relationship between the substitute and the Company unless the parties expressly agree otherwise in writing.
- 6.5 The Tutor remains responsible to the Company for:
- (a) ensuring that the substitute is appropriately briefed;
 - (b) the proper performance of the Tuition Services;
 - (c) compliance with this Agreement and the applicable Assignment Details; and
 - (d) the acts and omissions of the substitute as if they were the acts and omissions of the Tutor.
- 6.6 The Tutor shall not provide a substitute where an individual Student's safeguarding needs or another objectively necessary feature of the Assignment means that personal performance by the Tutor is reasonably required. Any such requirement should, where practicable, be recorded in the Assignment Details.
- 6.7 Nothing in this clause permits the Tutor to delegate safeguarding accountability, appoint a substitute who has not completed the required checks, or disclose personal data or Confidential Information to an unauthorised person.

7. Fees, Invoices and Payment

- 7.1 The Fee for each Assignment shall be specified in the Assignment Details. Unless expressly stated otherwise in the Assignment Details, the Fee includes the Tutor's ordinary preparation, administration, equipment, materials, travel and other business expenses.

- 7.2 The Tutor shall submit a valid invoice, or complete the payment process required through TutorCruncher or another Company-approved system, no later than the last working day of the calendar month in which the relevant Tuition Services were provided.
- 7.3 Each invoice or payment claim must include:
- (a) the Tutor's name and the relevant Assignment reference;
 - (b) the Student identifier specified by the Company;
 - (c) the date, time and duration of each session;
 - (d) any cancellation payment claimed and the basis of that claim;
 - (e) the total Fees and any VAT legally chargeable; and
 - (f) any attendance records, timesheets, lesson records or other information reasonably required by the Company or the relevant Client to verify the Tuition Services.
- 7.4 Subject to clause 7.5, the Company shall pay each undisputed amount within 10 working days after receiving a valid invoice or complete payment claim and all supporting evidence reasonably required under clause 7.3.
- 7.5 If the Company disputes an invoice or payment claim, it shall notify the Tutor giving reasonable details of the disputed amount and the basis of the dispute. The Company shall pay the undisputed balance in accordance with clause 7.4, and the parties shall cooperate reasonably and provide relevant supporting information with a view to resolving the disputed amount promptly.
- 7.6 VAT shall be payable in addition to the Fee only where legally chargeable and supported by a valid VAT invoice.
- 7.7 The Company may recover from the Tutor, or set off against sums otherwise due to the Tutor, any sums that were paid in error or are otherwise lawfully due from the Tutor, provided the basis is notified to the Tutor before making such recovery or set off.
- 7.8 For the avoidance of doubt, the Tutor will be paid for Tuition Services actually delivered and, where clause 8 applies, for a scheduled session cancelled or not attended by the Client or Student where the Tutor remained ready and able to provide the Tuition Services, subject to the Assignment Details and any different written commissioning terms.
- 7.9 The Tutor shall not seek or accept any direct payment from a Client for the Tuition Services.

8. Cancellation, Lateness and Unavailability

- 8.1 The cancellation terms in the Assignment Details or the Company's notified cancellation policy apply to the relevant Assignment. Where a Client is a Local Authority, school or other commissioner, any specific written commissioning terms take priority to the extent of any inconsistency.
- 8.2 Cancellation by the Tutor - If the Tutor is unable to attend a scheduled session, the Tutor shall notify the Company as soon as reasonably practicable and, wherever possible, at least 24 hours before the scheduled start time. No Fee shall be payable for a session cancelled by the Tutor unless that session is rearranged and delivered.
- 8.3 Tutor lateness - Where the Tutor is late:

- (a) the Tutor shall notify the Client and, where appropriate, the Company as soon as reasonably practicable;
- (b) the Tutor shall, where safe and reasonably practicable and with the Client's agreement, make up the missed time; and
- (c) if the missed time is not made up, the Fee shall be reduced proportionately to reflect the Tuition Services actually delivered.

8.4 Cancellation or non-attendance by the Client or Student - Where the Client or Student cancels, is unable to attend, or does not attend a scheduled session, the Fee for that session shall remain payable to the Tutor in full, provided that the Tutor remained ready and able to provide the Tuition Services at the scheduled time, subject to the Assignment Details and any different written commissioning terms.

8.5 Alternative arrangements - Where the Client or Student is unable to attend a scheduled session, the Company and Tutor may, where reasonably practicable, offer an alternative means of providing the tuition or educational support scheduled for that session. Depending on the circumstances, this may include:

- (a) where an in-person session was scheduled, delivering the session online at the originally scheduled time;
- (b) providing the Student with suitable independent learning resources, activities or work relevant to the tuition planned for that session; or
- (c) rescheduling the session to an alternative date and/or time within 7 days, where the Client or Student, the Tutor and the Company agree to the proposed arrangement.

Any alternative arrangement under this clause 8.5 is subject to the circumstances of the Assignment, the nature of the Tuition Services, the Tutor's availability and the Company's agreement. An alternative arrangement is not guaranteed. Unless the Company expressly agrees otherwise, the arrangement does not create an entitlement to an additional Fee beyond the Fee for the originally scheduled session.

8.6 Tutor unavailability or breach - No Fee shall be payable to the Tutor in respect of a scheduled session to the extent that:

- (a) the Tutor was unavailable or was late to the extent that the session could not reasonably proceed;
- (b) the Tutor was not ready and able to provide the Tuition Services;
- (c) the session could not proceed as a result of the Tutor's breach of this Agreement; or
- (d) the Assignment Details or applicable written commissioning terms expressly provide otherwise.

8.7 The Tutor must not impose or seek to collect any cancellation charge, Lesson fee or other payment directly from a Client or Student.

All Fees and other sums payable in connection with an Assignment shall be administered by the Company in accordance with this Agreement and the applicable Assignment Details.

Where a session affected by this clause is rearranged and subsequently delivered, the applicable Fee shall be payable for the rearranged session.

8.8 Student or Client lateness - If the Student or Client is late, the Tutor shall remain available for the scheduled session. Unless otherwise agreed:

- (a) the Tutor is not required to extend the session; and

- (b) the applicable Fee shall remain payable, provided the Tutor remained ready and able to provide the Tuition Services.

9. Insurance

- 9.1 The Tutor shall maintain insurance appropriate to the Tuition Services and the risks associated with each Assignment, including professional indemnity insurance and public liability insurance. The level of cover must meet any reasonable requirements notified in advance by the Company or the relevant Client.
- 9.2 The Tutor shall provide evidence of such insurance upon reasonable request and shall promptly notify the Company if any relevant policy expires, is cancelled or undergoes a material change.
- 9.3 Except where the Company or the Client has agreed to provide specific equipment or resources, the Tutor is responsible for supplying and maintaining the ordinary equipment and resources required to provide the Tuition Services safely and professionally.

10. Data Protection, Confidentiality and Information Security

- 10.1 Each party shall comply with applicable Data Protection Laws and the Tutor shall comply with their obligations under Schedule 4.
- 10.2 The Tutor shall keep Confidential Information secure and shall not disclose it except as authorised, required by law, or necessary for safeguarding in accordance with applicable procedures.
- 10.3 The Tutor shall ensure that Student records, EHCPs, safeguarding information and other sensitive material are accessed and stored only through Company-approved systems where these are provided. The Tutor shall not save such information to an unapproved personal desktop, device, cloud account or removable media.
- 10.4 The Tutor shall ensure that devices used for Tuition Services have appropriate access controls, passwords/PINs, supported software and reasonable security protections.
- 10.5 The Tutor shall notify the Company immediately, and where possible within 24 hours, of any actual or suspected loss, unauthorised disclosure, cyber incident or personal data breach affecting Company, Client or Student information.
- 10.6 The Tutor shall promptly assist with data subject requests, regulatory enquiries, safeguarding information-sharing and incident response where reasonably requested.
- 10.7 On request or termination, the Tutor shall return or securely delete personal data and Confidential Information, except where retention is required by law. Confidentiality obligations survive termination.

11. Online Tutoring and Communications

- 11.1 The Tutor shall use only the platforms, accounts and communication channels approved by the Company for the relevant Assignment.
- 11.2 The Tutor shall comply with the Company's Online Safety Policy and any Assignment-specific communication arrangements notified by the Company.

- 11.3 The Tutor shall conduct online sessions from a professional and appropriate environment and maintain suitable standards of dress, language and behaviour.
- 11.4 The Tutor shall not record, photograph, screenshot, copy or distribute any session, communication or Student material unless expressly authorised by the Company and all necessary consents, lawful bases and safeguards are in place.
- 11.5 The Tutor shall not communicate with Students through any personal social-media account, personal email account, personal telephone number or any other personal communication channel unless expressly permitted by the Company's Online Safety Policy.
- 11.6 The Tutor shall comply with any Company-approved communication configurations specified in the Company's Online Safety Policy, including when a parent or carer must be included in communications and which platforms, accounts and contact details may be used.
- 11.7 The Tutor shall report online safeguarding, privacy, security, communication or technical incidents promptly in accordance with the Company's applicable procedures.
- 11.8 The Tutor shall retain relevant communications through Company-approved systems, preserve them where a safeguarding concern, complaint, investigation or dispute arises, and provide the Company with a copy or export where reasonably requested.

12. Professional Conduct, Equality and Boundaries

- 12.1 The Tutor shall act professionally, respectfully and fairly towards Students, parents, carers, Clients, Company staff, other tutors and other professionals.
- 12.2 The Tutor shall comply with applicable equality and anti-discrimination law and make reasonable adjustments within the Tutor's role where agreed or required.
- 12.3 The Tutor shall maintain appropriate professional boundaries in all in-person and electronic interactions.
- 12.4 The Tutor shall comply with the Company's reasonable Code of Conduct and other applicable conduct requirements.
- 12.5 The Tutor shall not use corporal punishment, humiliating treatment, discriminatory language, inappropriate gifts, unauthorised transport or any conduct inconsistent with the Company's safeguarding or conduct requirements.
- 12.6 The Tutor shall not attend or provide Tuition Services while under the influence of alcohol, illegal drugs, or any medication or substance that impairs the Tutor's ability to deliver the services safely and professionally.
- 12.7 The Tutor shall not use the Company's name, trading names, logos, branding, templates or other identifying material except as authorised by the Company for the proper performance of an Assignment.
- 12.8 The Tutor shall not create, publish or distribute marketing materials, advertisements, websites, social-media content or public communications which state or imply that the Tutor is employed by, represents, speaks for, is endorsed by, or has authority to bind the Company, unless the Company has given prior written approval.
- 12.9 The Tutor shall not make any statement to the media or any public statement on behalf of the Company, a Client or a Student without prior written approval.
- 12.10 The Tutor shall not disclose or refer publicly to any Student, family, Client, Assignment, complaint, safeguarding matter or other Confidential Information, including through social media, case studies, testimonials or teaching portfolios, unless expressly authorised by the Company and all necessary consents, lawful bases and safeguards are in place.

- 12.11 If the Tutor receives a media enquiry or request for public comment relating to the Company, a Client, a Student or an Assignment, the Tutor shall not respond on behalf of the Company and shall refer the enquiry promptly to the Company.
- 12.12 The Tutor shall protect the Company's reputation and legitimate interests when performing the Tuition Services and when referring publicly to the Company, provided that nothing in this Agreement or any Company Policy prevents or restricts the Tutor from:
- (a) raising or reporting a safeguarding concern;
 - (b) making a protected disclosure;
 - (c) reporting suspected unlawful conduct to the police, a regulator, local authority or other competent body;
 - (d) cooperating with a lawful investigation, court order or regulatory requirement;
 - (e) obtaining confidential legal, tax, medical or professional advice; or
 - (f) exercising any other right which cannot lawfully be restricted.
- 12.13 Where lawful and reasonably practicable, the Tutor shall notify the Company before making a disclosure under this clause, but prior notification is not required where it could prejudice a safeguarding report, protected disclosure, investigation or legal obligation.

13. Complaints, Concerns and Investigations

- 13.1 The Tutor shall cooperate with the Company's complaints, safeguarding and conduct procedures and provide relevant information reasonably requested.
- 13.2 The Tutor must notify the Company if they become aware of a complaint relating to Company-arranged Tuition Services and must not pressure or retaliate against a complainant or witness.
- 13.3 The Company may temporarily suspend current or future Assignments while safeguarding, suitability, complaint or conduct concerns are assessed. Suspension is a neutral protective measure and is not a disciplinary finding.
- 13.4 The Company may share information relating to the Tutor with a Client or statutory/regulatory body where lawful and necessary.

14. Intellectual Property

- 14.1 Each party retains ownership of all intellectual property rights owned or licensed by that party before the relevant Assignment ('Background Materials'). For the avoidance of doubt, all teaching materials created, owned or licensed by the Tutor before the relevant Assignment are the Tutor's Background Materials.
- 14.2 Where the Tutor creates or supplies any reports, progress updates, assessments, lesson records, learning plans, recommendations or other work product specifically in connection with an Assignment, including any incorporated Tutor Background Materials, together the 'Assignment Materials', the Tutor grants the Company, the relevant Student and the relevant Client permission to use those Assignment Materials, without any additional fee, for:
- (a) the provision of Tuition Services to the relevant Student;
 - (b) the purposes of the relevant Client;

- (c) continuity of educational provision to the relevant Student; and
- (d) the Company's safeguarding, quality assurance, complaints, audit, regulatory, compliance and internal operational purposes.

This permission is non-exclusive, meaning the Tutor remains free to use and licence the Assignment Materials elsewhere, subject to confidentiality, data protection and the rights of the Student or any third party.

- 14.3 Where the Company specifically commissions a bespoke resource and the Assignment Details state that the intellectual property rights in that bespoke resource are to be assigned, the Tutor shall assign the specified rights to the Company upon payment of the agreed Fee.
- 14.4 The Tutor shall:
 - (a) identify any third-party materials incorporated into the Tuition Services; and
 - (b) obtain and maintain all licences, permissions and consents required for their permitted use under this Agreement.
- 14.5 The Tutor acknowledges and agrees that Company branding, templates, systems, databases and materials supplied by the Company remain the Company's property.
- 14.6 The Tutor acknowledges and agrees that a Student's academic work remains the property of the Student or other applicable rights-holder and must not be reused for another purpose without appropriate permission.

15. Liability and Indemnity

- 15.1 Each party shall be responsible for any loss caused by its own fraud, wilful misconduct, negligence or breach of this Agreement.
- 15.2 The Tutor shall indemnify the Company against losses, liabilities, damages, costs and expenses incurred as a result of:
 - (a) the Tutor's fraud, wilful misconduct, negligence or material breach of this Agreement;
 - (b) the Tutor's infringement of a third party's intellectual property rights;
 - (c) any fraud, wilful misconduct, negligence or material breach of this Agreement by a substitute who has been approved in accordance with this Agreement; or
 - (d) the Tutor's use of a substitute who has not been approved in accordance with this Agreement.

The Company shall take reasonable steps to mitigate its losses, liabilities, damages, costs and expenses.

- 15.3 Nothing in this Agreement excludes or limits either party's liability where doing so would be unlawful, including liability for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence.
- 15.4 Subject to clause 15.3, the Company's total aggregate liability arising out of or in connection with this Agreement and all Assignments, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Fees paid or payable to the Tutor under all Assignments during the 12 months immediately preceding the event giving rise to the liability. Where any liability arises from a series of connected acts, omissions, events or circumstances, they shall be treated as arising

from a single event occurring on the date of the first such act, omission, event or circumstance.

- 15.5 The limitation in clause 15.4 shall not apply to Fees due to the Tutor for Tuition Services performed in accordance with this Agreement.

16. Term, Suspension and Termination

- 16.1 This Agreement starts on the date of the last signature and continues until terminated in accordance with this clause. Each Assignment shall start and end in accordance with its Assignment Details, subject to earlier suspension or termination under this Agreement.
- 16.2 Either party may terminate this Agreement by giving the other party not less than 30 days' written notice.
- 16.3 Unless the Company confirms otherwise in writing, termination of this Agreement shall terminate all current Assignments on the date the Agreement terminates. The Tutor shall continue to perform each Assignment until the date the Agreement terminates, in accordance with its terms and shall provide reasonable handover and transition assistance, unless:
- (a) the relevant Assignment ends earlier than the date the Agreement terminates;
 - (b) the Company instructs the Tutor to cease or suspend the Tuition Services before the date the Agreement terminates; or
 - (c) continued performance would be unlawful or would create a material safeguarding or safety risk.
- 16.4 **Suspension** - The Company may immediately suspend the Tutor from all or part of an Assignment, from future allocations, from contact with a Student or Client, or from access to Company or Client sites, systems or information where the Company reasonably considers this necessary while it assesses:
- (a) a safeguarding, child-protection, suitability or professional-boundary concern;
 - (b) a complaint, allegation or concern regarding conduct or service quality;
 - (c) a suspected breach of confidentiality, data protection or information security;
 - (d) the Tutor's continued eligibility, qualifications, training, insurance or legal right to provide the Tuition Services;
 - (e) a suspected material breach of this Agreement; or
 - (f) a legal, regulatory, Client, health and safety or reputational risk.

Suspension is a neutral protective measure and does not, by itself, constitute a finding of wrongdoing. The Company shall keep the suspension under reasonable review but is not required to permit the Tutor to resume an Assignment while the relevant concern remains unresolved.

- 16.5 **Immediate Termination for Cause** - The Company may terminate an Assignment or this Agreement immediately by written notice if:
- (a) the Tutor commits a serious safeguarding, child-protection or professional-boundary breach;
 - (b) the Tutor loses, fails to obtain or ceases to satisfy any legally or contractually required DBS, barred-list, suitability, right-to-work, qualification, registration, training or insurance requirement;

- (c) the Tutor commits fraud, dishonesty, deliberate misconduct or serious professional misconduct;
- (d) the Tutor commits a material breach of their confidentiality, data-protection or information-security obligations;
- (e) the Tutor provides materially false, incomplete or misleading recruitment, suitability or Assignment information;
- (f) the Tutor commits a material breach which is incapable of remedy;
- (g) the Tutor fails to remedy a remediable breach within the reasonable period specified by the Company;
- (h) the Tutor commits repeated breaches which, taken together, are material;
- (i) the Tutor fails to cooperate reasonably with a safeguarding, complaints, regulatory or contractual investigation;
- (j) the Tutor uses an unapproved substitute or subcontractor, accepts unauthorised direct payment, or materially breaches clause 17; or
- (k) the Tutor engages in conduct which the Company reasonably considers has caused, or is likely to cause, material harm to a Student or Client or material damage to the Company's reputation or relationships.

16.6 Client and Operational Termination - The Company may terminate or suspend an Assignment immediately, without being required to establish a breach by the Tutor, where:

- (a) the Client cancels, reduces, suspends or changes its requirement;
- (b) the Client requests that the Tutor be removed or replaced;
- (c) the Client's funding for the Tuition Services ends or changes;
- (d) the relevant provision, location or service closes or becomes unavailable;
- (e) the Company's arrangement with the Client ends, is suspended or changes; or
- (f) the Company reasonably determines that ending or changing the Assignment is necessary for safeguarding, continuity of education, service quality or operational reasons.

Termination under this clause 16.6 does not oblige the Company to offer replacement work or compensate the Tutor for loss of anticipated future work. Any Fee or cancellation payment relating to scheduled Tuition Services shall be determined in accordance with clauses 7 and 8 and the Assignment Details.

16.7 Consequences of Termination - On termination or expiry of this Agreement or an Assignment, or earlier if instructed by the Company, the Tutor shall promptly:

- (a) cease providing the affected Tuition Services and cease representing that the Tutor acts for or provides services through the Company;
- (b) cease contacting the relevant Student and Client except as authorised by the Company or required by law;
- (c) return all Company, Client and Student property, equipment, records and access credentials;
- (d) complete and provide all outstanding attendance records, lesson records, progress reports and safeguarding or other required documentation;

(e) provide reasonable information and cooperation required for an orderly handover and continuity of provision of the Tuition Services;

(f) comply with clause 10 and Schedule 4 concerning the return or secure deletion of personal data and Confidential Information; and

(g) cooperate reasonably with any complaint, safeguarding matter, audit, investigation or regulatory enquiry relating to events occurring during the Tutor's engagement.

16.8 Termination or expiry of this Agreement or an Assignment shall not affect:

(a) any rights, remedies, obligations or liabilities accrued before the date of termination or expiry;

(b) the Company's obligation to pay Fees due for Tuition Services performed in accordance with this Agreement; or

(c) any provision which expressly or by implication is intended to continue after termination, including clauses 10, 14, 15, 17, 18 and 21.

16.9 The Tutor acknowledges and agrees that they shall not be entitled to compensation for the termination, suspension, cancellation or non-renewal of an Assignment or for any loss of anticipated work, revenue or profit.

17. Protection of Introductions and Non-Solicitation

17.1 During an Assignment and for 6 months after the Tutor's last Company-arranged session with a particular Client or Student, the Tutor shall not knowingly solicit that Client or Student for directly competing tuition services outside the Company where the relationship was introduced by the Company, unless the Company gives prior written consent. This restriction does not prevent the Tutor from carrying on a general tutoring business, responding to general advertising not targeted at the introduced Client, or working for a person with whom the Tutor had a demonstrable pre-existing independent relationship.

17.2 The parties intend this clause to protect legitimate introductions and goodwill only and to operate no more widely than reasonably necessary.

18. Records, Audit and Cooperation

18.1 The Tutor shall maintain accurate records reasonably necessary to evidence services, invoices, safeguarding training, insurance and required professional compliance.

18.2 The Company may reasonably request evidence relevant to safeguarding, contractual compliance, data protection, payment verification or a Client audit. Any audit or information request will be proportionate and respect the Tutor's confidential business information.

18.3 The Tutor shall promptly correct any recruitment, credentials or Assignment information that becomes inaccurate.

19. Notices

19.1 Notices under this Agreement must be in writing and may be sent by email or prepaid post to the most recently notified contact details. Notices to the Company should be addressed to the Directors, AdaptEd Tuition Ltd, or to such Company email address as notified from time to time.

20. General

- 20.1 This Agreement and the applicable Assignment Details constitute the entire agreement relating to the subject matter and supersede prior arrangements concerning the Tutor's engagement, without excluding liability for fraud.
- 20.2 No variation is effective unless agreed in writing by both parties, except that the Company may update operational policies from time to time where reasonably necessary for safeguarding, legal, regulatory, client or quality requirements. A policy update does not by itself change the Tutor's agreed Fee.
- 20.3 If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder will continue in force.
- 20.4 A failure or delay in exercising a right is not a waiver of that right.
- 20.5 The Tutor may not assign this Agreement without the Company's written consent. This does not prevent a substitute being proposed under clause 6.
- 20.6 Except where expressly stated, a person who is not a party to this Agreement has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

21. Governing law and disputes

This Agreement is governed by the law of England and Wales. The parties will first try in good faith to resolve any contractual dispute through discussion. If unresolved, either party may propose mediation. The courts of England and Wales have exclusive jurisdiction, subject to any mandatory legal rights.

22. Data Processing

- 22.1 Where the Tutor processes personal data on behalf of the Company in connection with the Tuition Services, the Company shall be the controller and the Tutor shall be the processor, except to the extent that the relevant Client is the controller and the Company and/or Tutor acts as its processor or sub-processor.
- 22.2 The processing shall:
 - (a) relate to the provision, administration and support of the Tuition Services;
 - (b) continue for the duration of the relevant Assignment and any limited period for which retention is required by law or authorised by the Company;
 - (c) comprise the collection, access, recording, organisation, use, communication, storage, retrieval, return and deletion of personal data as necessary to provide the Tuition Services;
 - (d) concern Students, prospective Students, parents, carers, family members, Client representatives, Company personnel and other individuals involved in the Tuition Services; and
 - (e) include contact, identity, attendance, scheduling, educational, assessment, progress, communication, special educational needs, EHCP, accessibility, health and safeguarding information.
- 22.3 Where the Tutor acts as a processor or sub-processor, the Tutor shall:
 - (a) process personal data only on the Company's documented instructions, including this Agreement, the Assignment Details, applicable Company Policies and other written instructions, unless otherwise required by applicable law. Where legally

permitted, the Tutor shall notify the Company before carrying out processing required by law;

- (b) notify the Company promptly if the Tutor reasonably considers that any instruction infringes Data Protection Laws;
- (c) keep personal data confidential and ensure that any person authorised to process it is subject to an appropriate written or statutory duty of confidentiality;
- (d) implement and maintain appropriate technical and organisational measures proportionate to the nature of the personal data and the risks to the individuals concerned, including appropriate access controls, passwords, device and software security, secure transmission and storage, and regular assessment of the effectiveness of those measures;
- (e) use Company-approved systems, accounts and communication channels where required and comply with the Company's reasonable data-protection and information-security policies;
- (f) not disclose personal data to a third party, or appoint any substitute, subcontractor or other sub-processor to process personal data, without the Company's prior written approval;
- (g) where the Company approves a sub-processor, enter into a written agreement with that sub-processor imposing data-protection obligations no less protective than those in this Schedule, and remain responsible to the Company for the sub-processor's acts and omissions;
- (h) not access, transfer, store or otherwise process personal data outside the United Kingdom without the Company's prior written approval and compliance with any transfer mechanism, assessment and safeguards required by Data Protection Laws;
- (i) notify the Company immediately and, where reasonably possible, within 24 hours after becoming aware of any actual or suspected personal data breach, and provide the information and assistance reasonably required by the Company in connection with that incident;
- (j) taking account of the nature of the processing and the information available to the Tutor, provide reasonable assistance to the Company in responding to data-subject requests and complying with its obligations concerning security, personal data breaches, data protection impact assessments and consultations with supervisory authorities;
- (k) maintain records and provide information reasonably required to demonstrate compliance with this Schedule and, on reasonable notice, permit and assist with a proportionate audit or inspection by the Company or its independent auditor. No prior notice shall be required where an audit is reasonably required in response to a personal data breach, regulatory request or suspected material non-compliance; and
- (l) at the Company's option, return or securely delete personal data and copies on request or on termination or expiry of the relevant Assignment, and confirm deletion if requested, unless applicable law requires its continued retention.

22.4 The Tutor shall notify the Company promptly if the Tutor wishes to use any software, platform, artificial-intelligence tool or other third-party service to process personal data in connection with the Tuition Services. The Tutor shall not use that service unless it has been approved in writing by the Company.

Schedule 1 – Tutor Declarations

- ☐ I confirm that information and documents I provide to AdaptEd Tuition Ltd are true, complete and not misleading.
- ☐ I understand that I must disclose matters relevant to safeguarding and suitability in accordance with this Agreement and the Company's safer recruitment process.
- ☐ I consent to lawful verification of references, qualifications, identity, DBS Update Service status (where applicable) and other checks relevant to the role.
- ☐ I confirm that I have read and agree to comply with the Company Policies supplied to me.
- ☐ I understand that no Assignment is guaranteed and I may decline offered Assignments.
- ☐ I confirm that I am entering into this Agreement as a self-employed sole trader and will notify the Company if my business or working arrangements materially change.
- ☐ I understand that I am responsible for paying my own Income Tax as a self-employed contractor.
- ☐ I understand that I must maintain Public Liability Insurance and Professional Indemnity Insurance appropriate to the Tuition Services in accordance with clause 9.

Schedule 2 – Signatures – Agreement

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

For AdaptEd Tuition Ltd	Tutor
Name: Hayley Rollings	Name:
Position: Director	Trading name (if any):
Signature: 	Signature:
Date:	Date:
Name: Gary Essex	
Position: Director	
Signature: 	
Date:	