



TERMS AND CONDITIONS

SEPTEMBER 2023

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1 Tute usage options

- When an organisation becomes a partner with Tute, you will have chosen of the following usage options

1.1 In all cases (apart from Courses purchase)

- 1.1.1 You do not pay any amount upfront
- 1.1.2 You can use any curriculum, in any mix, with any students, at any time (see specific curriculum terms)
- 1.1.3 Each half term, Tute will calculate your usage in that period and will send you a breakdown of this along with an invoice for the total amount owed
- 1.1.4 You will pay the invoice in line with the payment terms (14 days)
- 1.1.5 Tute will continue to do this at the end of each half term
- 1.1.6 Each half term, Tute will invite you to a meeting with your partner manager to discuss provision, to gain feedback and to ensure that you are getting the best out of Tute

1.2 Course purchase (in advance)

- 1.2.1 Your initial purchase is for a Private Tute Course
- 1.2.2 Tute will provide you with an invoice for the amount totalling what you have ordered
- 1.2.3 You will pay the invoice in line with the payment terms (14 days)
- 1.2.4 Tute Courses must be paid for in advance of the course start date
- 1.2.5 You can also use any other curriculum at any time with any students (see 1.1)
- 1.2.6 A Tute account can be created for each of your students
- 1.2.7 Each half term, Tute will invite you to a meeting with your account manager to discuss provision, to gain feedback and to ensure that you are getting the best out of Tute

2 Payment terms

- 2.1 Payment is strictly 14 days from date of invoice
- 2.2 If not paid, Tute reserves the right to pause student provision until the invoice is paid
- 2.3 All prices quoted are exclusive of Value Added Tax (VAT) unless expressly agreed in writing at the point of sale

3 Whilst using Tute

3.1 We agree to:

- 3.1.1 Provide you with a partner manager to be your main point of contact at Tute
- 3.1.2 Allow you access to Tute's shared and private programmes and lessons as detailed in the curriculums document
- 3.1.3 Allow usage of these curriculums with any students, at any time, and in any combination
- 3.1.4 Provide access to you and others in your organisation to access your partner portal in Tute's platform
- 3.1.5 Access to the partner portal allows you to view:
 - Attendance data
 - Lesson playbacks
 - Progress and engagement information
 - Suggestions for further student progress

3.1.6 Deliver ongoing IT and admin support to users

3.1.7 Create accounts for any new students

3.1.8 Advise on the best solution for your students

Please refer to the curriculum overview and terms of use for details on curriculums, what is included and any specific terms of use

4 Conditions of curriculum usage

A partner (including NTP) can use any of Tute's curriculums, with any students, in any mix, and at any time. The below details some terms of use that apply specifically to individual curriculums:

4.1 Shared provision

Pay per student, per lesson. Tute chooses time and content. Students join from different organisations. Student in same organisation can join.

Shared Provision			
Virtual School	Courses	Tute Go	Tute Extra
KS1 – KS4	KS3-KS5	KS1-KS5	KS1-KS4
A timetable of lessons in core subjects with a choice of differentiated programmes, mapped to the National Curriculum.	A choice of subjects at KS3, GCSE and A level. The former covers NC requirements, the latter exam spec content in one or two years.	Targeted programmes of lessons built as interventions to support enrichment, extension, catch-up and revision from KS1-KS5.	Lessons covering a wide range of subject areas to enrich curriculum, to develop skills and knowledge beyond core subjects, and to foster in students a love and respect for learning for its own sake.
<ul style="list-style-type: none"> • Live lessons • Choice of 2-22 lessons per week • Progress 8 and non-core subjects • Qualified teachers • Playback • Scheme of Learning • Individual progress tracker • Attendance data • Safeguarding • Data dashboard • Enrolment in 48 hours 	<ul style="list-style-type: none"> • Live lessons • 2/4 lessons per week <i>(45 min GCSE, 60 min A level)</i> • Core subjects • Qualified teachers • Playback • Scheme of learning • Shared progress tracker • Attendance data • Safeguarding • Spaces • Independent learning <i>(approx. 3 hours, more if needed)</i> • Homework • Assessment • Marked assignments 	<ul style="list-style-type: none"> • Live lessons • 1-2 lessons per week per programme • Core and exam subjects • Qualified teachers • Playback • Scheme of Learning • Shared progress tracker • Attendance data • Safeguarding • Independent learning when appropriate • Homework when appropriate • Data dashboard • Enrolment in 48 hours if programme running 	<ul style="list-style-type: none"> • Live lessons • 1-2 lessons per week per programme • Various topics and subjects • Qualified teachers • Playback • Scheme of Learning • Shared progress tracker • Attendance data • Safeguarding • Independent learning when appropriate • Data dashboard • Enrolment in 48 hours if programme running

	<ul style="list-style-type: none"> • Progress reports • Data dashboard • Enrolment in 48 hours if course running 		
<ul style="list-style-type: none"> • Annual fixed timetable structured on a half-termly basis • Join at any point during a half term • Enrol student/s to one or more programmes, in any combination* providing they do not clash • Programmes are delivered as a fixed unit and cannot be split e.g. if enrolling a student onto Programme A, the students will take a place in both Monday and Tuesday's lessons and thus will be charged • The price represents one place for one student in one lesson • Enrolment is made to the programme/s for the remainder of the half term and will be charged to end of the half term • Students can be swapped in and out with agreement • Access to SoLs can be provided by Tute two weeks before the active half term • The cost of all places to the end of the half term in all programme/s enrolled will be charged regardless of student attendance 	<ul style="list-style-type: none"> • Annual fixed timetable structured with completion in one or two years • Join at any point during a half term • Student/s may be enrolled onto one or more courses providing the timetable allows • The price represents one place for one student in one course • Enrolment is made to the course/s for the remainder of the half term • A progress report will be written at the end of the first full half term following enrolment and thereafter • Students are required to complete the independent learning activities to ensure that the specification content is covered • Tute recommends that the organisation timetables sessions for the independent learning activities to be completed • Organisations are responsible for: <ol style="list-style-type: none"> 1. Ensuring access to and acceptance at an exam centre for the specific exam board 2. Entering the student/s for the examinations 	<ul style="list-style-type: none"> • Fixed timetable with varied programmes structured on a half-termly basis • Book during the previous half term • Join at the beginning of a half term • Enrol student/s to one or more programmes, providing they do not clash • To ensure coverage of SoL whilst accommodating the different half-term durations, some programmes may vary in lesson numbers some weeks • Programmes are delivered as a fixed unit and individual lessons cannot be chosen • The price represents one place for one student in one lesson • Enrolment is made to the programme/s for the whole of the half term • The cost of all places to the end of the half term in all programme/s enrolled will be charged regardless of student attendance • Minimum 3 students required before programme goes live 	<ul style="list-style-type: none"> • Fixed timetable with varied programmes structured on a half-termly basis • Book during the previous half term • Join at the beginning of a half term • Enrol student/s to one or more programmes, providing they do not clash • To ensure coverage of SoL whilst accommodating the different half-term durations, some programmes may vary in lesson numbers some weeks • Programmes are delivered as a fixed unit and individual lessons cannot be chosen • The price represents one place for one student in one lesson • Enrolment is made to the programme/s for the whole of the half term • Maximum 12 students per lesson • The cost of all places to the end of the half term in all programme/s enrolled will be charged regardless of student attendance • Minimum 3 students required before programme goes live

<p><i>*enrolling into Progress and Progress + in the same subject is not recommended</i></p>	<p>3. Administering the examinations 4. Ensuring completion of any non-examination assessment</p> <ul style="list-style-type: none"> • Maximum 12 students per group • Lessons will take place until the examination date • Minimum 3 students required before course goes live 		
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4.2 Private provision

Pay per group, per lesson. Organisation chooses time and content. Students from paying organisation only. Can be shared amongst organisations e.g. MAT

Learning Programmes	Courses	Tute Go	Tute Extra
KS1 - KS5	KS4-KS5	KS1-KS5	KS1-KS4
Lessons built bespoke to target a school's specific need for their students and to fill gaps in provision	A choice of subjects at GCSE, AS and A level with Tute teaching the whole specification in two years. Price for up to 5 students, extras: £995 each	Targeted programmes of lessons built as interventions to support enrichment, extension, catch-up and revision from KS2-KS5	Lessons covering a wide range of subject areas to enrich curriculum, to develop skills and knowledge beyond core subjects, and to foster in students a love and respect for learning for its own sake
<ul style="list-style-type: none"> • Live lessons • Number of lessons determined by school • Wide range of subjects • Qualified teachers 	<ul style="list-style-type: none"> • Live lessons • 2 lessons per week (<i>45 min GCSE, 60 min A level</i>) • 2-year course, billed annually • Qualified teachers • Playback 	<ul style="list-style-type: none"> • Live lessons • Number of lessons determined by school • Core and exam subjects • Qualified teachers 	<ul style="list-style-type: none"> • Live lessons • Number of lessons determined by school • Various topics and subjects • Qualified teachers

<ul style="list-style-type: none"> • Playback • Scheme of learning • Progress tracking • Attendance data • Safeguarding • Spaces • Independent learning • At least 10 working days required for set-up • Tute will aim to set up sooner 	<ul style="list-style-type: none"> • Scheme of learning • Progress tracking • Attendance data • Safeguarding • Spaces • Independent learning (<i>approx. 3 hours, more if needed</i>) • Homework • Assessment • Marked assignments • Progress reports • At least 10 working days required for set-up • Tute will aim to set up sooner 	<ul style="list-style-type: none"> • Playback • Scheme of learning • Progress tracking • Attendance data • Safeguarding • At least 10 working days required for set-up • Tute will aim to set up sooner 	<ul style="list-style-type: none"> • Playback • Scheme of learning • Progress tracker • Attendance data • Safeguarding • At least 10 working days required for set-up • Tute will aim to set up sooner
<ul style="list-style-type: none"> • Preferred lesson times, dependent on teacher availability • With notice (cancellation and amendments), lesson times and dates can be changed, subject to Tute teachers' availability • Programme built on organisation's specific focus, providing that Tute has the expertise • A fully-completed booking form, with learner information, is required before planning and lessons can begin 	<ul style="list-style-type: none"> • Preferred lesson times, dependent on teacher availability • Annual cost, deducted from credit in September • No refund if cancelled by partner • Charge for 1-5 students • Additional students incur additional cost • Maximum 10 students • New students will be accepted to the end of the first half term, with the understanding that outcomes could be compromised • Any enrolments after October half term must be discussed and agreed first with Tute 	<ul style="list-style-type: none"> • Preferred lesson times, dependent on teacher availability • With notice (see cancellation and amendments), lesson times and dates can be changed, subject to Tute teachers' availability • Learning objectives can be chosen from the available list, creating a bespoke programme of learning • A fully-completed booking form, with learner information, is required before planning and lessons can begin 	<ul style="list-style-type: none"> • Preferred lesson times, dependent on teacher availability • With notice (see cancellation and amendments), lesson times and dates can be changed, subject to Tute teachers' availability • Schemes of learning are set, though lessons can be chosen to create a bespoke programme of learning • A fully-completed booking form, with learner information, is required before planning and lessons can begin

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| | <ul style="list-style-type: none">• Students are required to complete the independent learning activities to ensure that the specification content is covered• Organisations are responsible for:<ul style="list-style-type: none">○ Ensuring access to and acceptance at an Exam Centre for the specific exam board○ Entering the student/s for the examinations○ Administering the examinations○ Ensuring completion of any non-examination assessment• Progress trackers and reports are available via OneDrive• Maximum 10 students per course• Lessons will take place until the examination date• A fully-completed booking form, with learner information, is required before planning and lessons can begin | | |
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4.3 Course entries

- Tute cannot enter students for examinations; this must be done by a registered exam centre and is the responsibility of the commissioner of Tute's services
- Tute cannot administer non-exam assessments e.g. speaking components of courses, science practicals; this must be done by a registered centre and is the responsibility of the commissioning body of Tute's services

4.4 Attendance

- If a student has not logged on to a lesson within 5 minutes of its start time, an automatic email will be sent to the organisation and/or student's nominated contact
- If students attend following this email, a follow-up is sent to inform the contact(s)
- It is the organisation's responsibility to follow up on students' attendance; Tute cannot do this
- Partners can access an attendance dashboard in their portal
- Tute will highlight poor attendance

5 Administration

5.1 Booking

- **Please see specific curriculums' terms of use in addition to the below. These will have been explained by your Tute contact and if you need an additional copy, please contact us**
- In line with the curriculum terms, the notice for bookings is as follows:
 - Shared lessons: at least 48 hours
 - Private lessons: at least 10 working days
- Tute will endeavour to meet the above timescales as much as possible, but may need longer depending on circumstances
- Note that the above is the time given from receipt of a fully-completed booking form
- Tute teaching hours are 08:00-20:00
- Availability may be limited
- **The above are in addition to specific curriculums' terms of use**

5.2 Accessing information

- Much of Tute's information is stored securely online in Tute's platform or in Microsoft OneDrive
- If you are unable to access, please contact Tute IT team on support@tute.zendesk.com
- See Tute's GDPR and Data Protection policies for information about processing data

6 Students

- Students have access to their own student portal where they will see:
 - Timetable
 - Progress and engagement assessments
 - Attendance data
 - Bases (if included)
 - Private chat with teacher

- Each student will have their own Tute account, the login details for which can be created by Tute and shared securely using Egress, or the login details can be decided and given by the partner to duplicate known credentials e.g. school username and password
- Should a student forget their password or be locked out of the Learning Cloud, you can reset their password
- Safeguarding is a priority at Tute and any concerns will be reported to you immediately. Please read Tute's policy, available on our website or by request
- If you have safeguarding concern or wish to communicate, please contact safeguarding@tute.com

6.1 Behaviour for learning

Behaviour for learning is important to ensure progress and teachers are committed to creating a positive learning environment. Tute reserves the right to remove a student from a lesson if they pose a safeguarding risk or if their behaviour is detrimental to others' learning. Tute will notify you of this and will work with you to find an alternative solution if the situation persists

6.2 Student numbers

- Tute limits its student numbers to 12 per group (10 in Private Courses)

6.3 Progress

- There are no pre-requisites to join Tute's lessons but outcomes may be compromised if students are enrolled to curriculums that do not meet their needs
- Tute will always advise and suggest the best provision for the students

7 Cancellation and amendments

Your bookings and students' learning are very important to us. We understand that sometimes, unexpected events can occur, meaning that changes will need to take place. Tute will be as flexible as possible when making cancellations and amendments to bookings.

7.1 Cancelling your lessons

- If the curriculum terms allow cancellation, Tute respectfully requests at least 48 hours' notice to cancel a lesson/s
- Cancellations made with 48 hours' notice, the lesson will not be charged, subject to no cost being incurred by Tute
- Cancellations made within less than 48 hours, the lesson/s will be charged
- Tute cannot be responsible for any effect on outcomes that arise because of cancellations made by the partner
- To cancel a lesson(s), please contact admin.support@tute.com, copying in your partner manager

7.2 Tute cancelling lessons

- In the rare event that Tute will need to cancel or postpone a lesson, as much notice as possible will be given
- The lesson amount will not be charged
- We will make every effort made to rearrange at a convenient time

- We will not charge you for lessons that we cannot reschedule
- In the event of a true, unavoidable emergency, Tute will not charge for the lesson

7.3 Non-attendance of student/s

- Should students not attend, lessons will be charged unless 48 hours' notice is given
- In the event of a true, unavoidable emergency, Tute will not charge for the lesson

7.4 Non-attendance of teachers

- Should a teacher not attend, the lesson will not be charged
- Tute takes teacher attendance seriously and any non-attendance will be challenged and might result in a change in teacher

7.5 Amending your bookings

- If the curriculum terms allow amendments, Tute respectfully requests at least 48 hours' notice to make an amendment
- We will do our very best to reschedule your lesson(s), but this will be subject to availability
- Students may be swapped with prior agreement
- Tute cannot be responsible for any effect on outcomes that arise because of amendments made by the partner
- To amend the time/date of a lesson/lessons, please contact admin.support@tute.com, copying in your account manager
- Tute will not charge if amendments are made to the content of lessons, but more time may be required to plan for those changes

7.6 Tute amending bookings

- In the rare event that Tute will need to cancel or postpone a lesson, as much notice as possible will be given
- We will do our very best to reschedule your lesson/s to a time convenient to you
- Sometimes, availability will mean that we will need to change the planned times
- We will not charge you for private lessons that we cannot reschedule

8 Technical issues

- Tute will provide ongoing technical support to any existing partner
- Should a Tute technical issue mean a detriment to learning, the lesson amount will not be charged
- Should learning be affected by an issue that is outside of Tute's control, the lesson amount will be charged

9 Processing data:

9.1 GDPR

- You (the partner) are the data controller, we (Tute) are the data processor

- Tute uses third parties also as sub-processors. Please see sub-processors policy
- Please see Tute’s General Data Protection Regulation (GDPR) policy
- In line with this policy, Tute ensures that personal data is:
 - Treated fairly and lawfully
 - Obtained and processed only for specific and specified purposes
 - Adequate, relevant and not excessive
 - Accurate and up to date
 - Not retained for longer than necessary
 - Processed in accordance with the individual’s rights
 - Held with appropriate levels of security
 - Not transferred outside of the EEA without ensuring adequate levels of legal protection

9.2 Contacting Tute

- Each Tute department is always on hand to help, please use the following contact details:

Tute Education Ltd 11 Ellice Way Edison Court Wrexham LL13 7YT		01978 359030
Safeguarding DSL - Vanessa Leach Deputy DSL - Rob Hughes	safeguarding@tute.com	
Provision e.g. enquiries about new curriculums, subjects etc.	info@tute.com or your partner manager	
Making a booking e.g. sending in a booking form, please use the relevant email address	booking.form@tute.com	
IT queries e.g. issue with connection, testing, firewalls, equipment	support@tute.zendesk.com	
Finance queries e.g. payment, invoicing, POs, balance queries, remittance advice	finance@tute.com	
Teaching and learning queries e.g. quality of lessons	TL.support@tute.com	
Admin queries e.g. scheduling, absence, reporting, timetable queries, login credentials etc	admin.support@tute.com	