

SPARK ACADEMY TUTORING LIMITED EOTAS & ALTERNATIVE PROVISION PLACEMENT AGREEMENT

Introduction

This Placement Agreement sets out the terms and conditions governing Educational Otherwise Than At School (EOTAS) and Alternative Provision delivered by Spark Academy Tutoring Limited.

Our aim is to provide consistent, high-quality educational provision for children and young people who are unable to access mainstream education. These placements are commissioned through Local Authorities, schools or privately funded Personal Budgets and are delivered by experienced, fully qualified teachers with Qualified Teacher Status (QTS), who provide personalised educational programmes designed to meet each learner's individual needs.

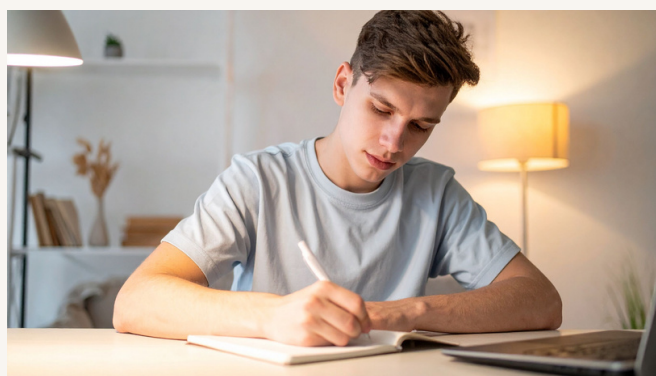
By commissioning, funding or accepting an EOTAS or Alternative Provision placement with Spark Academy Tutoring Limited, the commissioning body, school, parent or carer confirms that they have read, understood and agree to be bound by the terms of this Placement Agreement.

Educational Placement

EOTAS and Alternative Provision delivered by Spark Academy Tutoring Limited is a commissioned educational placement designed to provide consistent, high-quality education for children and young people who are unable to access mainstream education.

Each placement is commissioned as an agreed programme of learning rather than individual tutoring sessions. Spark Academy allocates a dedicated tutor and reserves a regular weekly timetable for the duration of the placement to ensure consistency, routine and positive educational outcomes for the learner.

As an educational placement, provision is subject to the terms set out within this Placement Agreement and should not be regarded as ad hoc or pay-as-you-attend tuition.



Payment Terms

Spark Academy Tutoring Limited provides Educational Otherwise Than At School (EOTAS) and Alternative Provision through Local Authorities, schools and privately funded Personal Budgets.

Local Authority and School Funding

Where tuition has been commissioned by a Local Authority or school, payment is due upon receipt of invoice in accordance with the written funding agreement, purchase order or commissioning agreement. Provision will commence only once Spark Academy Tutoring Limited has received written confirmation of the placement together with confirmation of the agreed funding arrangements.

Spark Academy Tutoring Limited cannot be held liable for any delay to the commencement of provision resulting from delays in funding approval, purchase orders, payment processing or other administrative procedures undertaken by Local Authorities, schools or other commissioning bodies. Provision will commence only once the appropriate written agreement and funding arrangements have been confirmed.

Where payment is not received within the agreed payment terms, Spark Academy Tutoring Limited reserves the right to suspend provision until outstanding invoices have been settled.

Personal Budgets

Where parents or carers are managing an Education Personal Budget, all tuition must be paid for in advance before sessions commence.

Advance payment secures the agreed placement and tutor allocation.

Late Payment Charges

Late payment charges apply to all privately funded placements, Education Personal Budgets and schools responsible for payment.

Days LateLate Payment Fee

1–2 days

£5

3–5 days

£10

6–7 days

£20

More than 7 days

£40

Repeated late payments may result in suspension of the placement until outstanding balances have been paid.

Educational Placement and Block Booking

EOTAS and Alternative Provision packages are commissioned educational placements rather than ad hoc tutoring sessions.

When a placement is agreed, Spark Academy allocates a suitably qualified tutor and reserves dedicated teaching time for the duration of the placement.

Placements are commissioned as a block of agreed weekly sessions across the standard academic year of 39 term-time weeks, unless otherwise agreed in writing.

This approach provides consistency, routine and educational stability for the young person whilst allowing tutors to commit regular weekly availability throughout the placement.

Why are placements block booked?

Unlike private tutoring, EOTAS and Alternative Provision placements require Spark Academy to reserve a dedicated weekly timetable with an appropriately qualified tutor for the duration of the educational programme. This guarantees continuity of provision for the student and ensures tutors are able to commit consistent time each week.

As this teaching time cannot ordinarily be reallocated at short notice, the agreed placement remains fully chargeable regardless of attendance.

Placements are not operated on a "pay as you attend" basis and should not be regarded as ad hoc tutoring.

The agreed weekly timetable forms part of the commissioned educational placement and is intended to provide the learner with consistent, high-quality educational provision. As such, weekly sessions cannot be cancelled, paused or used on an ad hoc basis whilst retaining the allocated tutor and reserved teaching time. Should the commissioning body or parent/carer no longer require the agreed provision, the notice period set out within this Placement Agreement will apply.

Tutor Allocation

Each placement is allocated to a named Spark Academy tutor who reserves a dedicated weekly teaching slot for the duration of the agreed programme.

This protected allocation enables the tutor to plan personalised learning, monitor progress and build a consistent professional relationship with the learner.

For this reason, allocated teaching time cannot ordinarily be reassigned at short notice, and the agreed placement remains fully chargeable throughout the commissioned period.

Attendance and Missed Sessions

Consistent attendance is essential in achieving the best educational outcomes and maintaining continuity of learning.

If a student is unable to attend a scheduled session, parents, carers, schools, Local Authority representatives or the student (where appropriate) must notify both Spark Academy Tutoring Limited and their allocated Spark Academy tutor as soon as reasonably possible.

As the tutor's time has been reserved exclusively for the student throughout the duration of the placement, missed sessions remain fully chargeable.

Repeated non-attendance or ongoing concerns regarding engagement may be communicated to the commissioning Local Authority or school as part of the student's ongoing placement review.

Tutor Absence

Whilst every effort is made to ensure continuity of provision, there may occasionally be circumstances where your allocated Spark Academy tutor is unable to deliver a scheduled session due to illness or unforeseen circumstances.

Where possible, Spark Academy Tutoring Limited will provide advance notice of the tutor's absence and will endeavour to reschedule the session at a mutually convenient time.

If it is not possible to reschedule the session, your account will be credited for the missed session and the credit will be applied to future provision or deducted from your next invoice, where applicable.

Changes to the Placement

Educational placements are commissioned on the basis of an agreed weekly timetable.

Where funding permits, additional tuition sessions may be commissioned at any stage during the placement, subject to tutor availability and agreement from the commissioning body.

Tutor attendance at Annual Reviews, Team Around the Child (TAC) meetings, EHCP reviews, professional meetings or other education planning meetings can also be commissioned where required and will be charged separately unless already included within the agreed package.

Should a reduction in provision or amendment to the agreed timetable be required, Spark Academy Tutoring Limited requires a minimum of four weeks' written notice.

This enables tutor timetables, staffing commitments and funding arrangements to be managed appropriately with the commissioning Local Authority or school.

Ending a Placement

Where a placement is ending before the agreed completion date, a minimum of four weeks' written notice must be provided.

Where the placement is funded by a Local Authority or school, the commissioning body will be informed to ensure funding arrangements are amended accordingly.

Policies

Spark Academy Tutoring Limited maintains separate policies relating to safeguarding, data protection, privacy, compliments and complaints, health and safety, and other operational procedures.

Copies of these policies are available on request or via the Spark Academy Tutoring Limited website

Professional Conduct

Tutors engaged by Spark Academy Tutoring Limited are contracted professionals who provide services exclusively through the company.

Parents, carers, schools and commissioning bodies must not seek to employ, engage or contract directly with Spark Academy tutors outside of the company during the period of their engagement with Spark Academy and for any applicable period thereafter.

Any attempt to circumvent Spark Academy Tutoring Limited by directly engaging a tutor may constitute a breach of contractual obligations and may result in appropriate legal action to protect the Company's legitimate business interests.

Agreement

By commissioning, funding or accepting an EOTAS or Alternative Provision placement with Spark Academy Tutoring Limited, the commissioning body, school, parent or carer confirms that they have read, understood and agree to be bound by the terms of this Placement Agreement.

This Agreement applies to all placements commissioned through Local Authorities, schools, Education Personal Budgets or any other third-party funding arrangements, unless otherwise agreed in writing by Spark Academy Tutoring Limited.

Review

This agreement will be reviewed annually or sooner if there are changes to legislation, commissioning requirements or company practice.

Reviewed by: Becky Kowalski

Position: Director, Spark Academy Tutoring

Review Date: August 2026

Next Review Date: August 2027