

SPARK ACADEMY TUTORING LIMITED

TERMS AND CONDITIONS – PRIVATELY FUNDED TUITION

1. Introduction and Scope

These Terms and Conditions apply to privately funded tuition delivered by Spark Academy Tutoring Limited. They apply to tuition arranged and paid for directly by parents, carers or adult learners and should be read alongside the relevant Spark Academy Tutoring policies and guidance.

EOTAS and Alternative Provision placements are governed by our separate EOTAS & Alternative Provision Placement Agreement. This includes placements commissioned or funded through Local Authorities, schools, Education Personal Budgets or other third-party funding arrangements.

Where the EOTAS & Alternative Provision Placement Agreement applies, its specific terms will take precedence in relation to that placement.

2. Our Tuition

Spark Academy Tutoring provides personalised 1:1 tuition across a range of subjects, age groups and educational needs. Tuition may be delivered:

- In the learner's home;
- Online; or
- Within another agreed and appropriate setting.

Tuition is planned and adapted according to the learner's individual needs, abilities, developmental stage, starting points and educational goals.

3. Tutor Qualifications and Safer Recruitment

All tutors delivering tuition through Spark Academy Tutoring are qualified teachers and hold Qualified Teacher Status (QTS). Tutors undergo Spark Academy Tutoring's safer recruitment and onboarding procedures, which include:

- Enhanced DBS check;
- Children's Barred List check;
- Prohibition from Teaching check;
- Identity verification;
- Right to Work check;
- QTS and qualification verification;
- Employment history checks; and
- Appropriate references.

Tutors are matched to learners according to factors including subject knowledge, age-phase experience, educational needs, SEND experience where appropriate, location and the individual requirements of the learner.

Further information is available within our Safer Recruitment Policy.

4. Booking and Commencement of Tuition

Before regular tuition begins, the proposed tuition arrangements, including the tutor, frequency, duration and location or method of delivery, will be agreed.

A stand-alone trial session may be arranged before committing to regular tuition. Trial sessions must be paid for at least 48 hours before the session.

Where payment has not been received, the session may be cancelled. Regular lesson times are reserved specifically for the learner and are subject to the payment and cancellation arrangements set out within these Terms and Conditions.

5. Payment Terms

Privately funded tuition must be paid for monthly in advance by the 1st of each calendar month, unless an alternative arrangement has been agreed in writing by Spark Academy Tutoring.

Advance payment is required to secure the learner's regular tuition time.

Where payment has not been received by the agreed payment date, Spark Academy Tutoring reserves the right to pause tuition until the outstanding balance has been settled.

Payments should be made directly to Spark Academy Tutoring Limited using the agreed payment method. Tutors should not be paid directly by parents/carers or learners.

6. Late Payment Charges

Where payment is not received by the agreed payment date, the following late payment charges may be applied:

Days overdueLate payment fee

1–2 days

£5

3–5 days

£10

6–7 days

£20

More than 7 days

£40

Where payments are late on more than three occasions within a 12-month period, Spark Academy Tutoring reserves the right to discontinue tuition and release the learner's regular tuition time.

7. Illness and Unplanned Absence

Parents/carers should provide at least 24 hours' notice where a learner is unwell and unable to attend a scheduled session.

Where less than 24 hours' notice is provided, the session remains fully chargeable.

A maximum of one session per calendar month may have the associated tuition fees carried forward where the learner is unable to attend due to illness and at least 24 hours' notice has been provided.

Where applicable, these tuition fees will remain on the client's account and may be applied towards future tuition within three months. Missed sessions, no-shows and cancellations for reasons other than illness remain fully chargeable unless otherwise agreed by Spark Academy Tutoring.

8. Planned Absences and Holidays

For planned absences, including family holidays, parents/carers should provide a minimum of two weeks' notice.

Where sufficient notice is provided, the affected sessions will not normally be charged.

Where insufficient notice is provided, the reserved sessions may remain chargeable.

Parents/carers should notify the learner's tutor as early as possible of any planned absence.



9. Session and Timetable Changes

Where a parent/carer wishes to request a change to the day, time, duration or regular pattern of tuition, this should initially be discussed with the learner's tutor.

The tutor will liaise with the Spark Academy Tutoring administration team regarding any agreed changes so that the learner's central planner and relevant records can be updated.

Any permanent change to a learner's regular tuition arrangements is subject to tutor availability and confirmation by Spark Academy Tutoring.

Parents/carers and tutors should not make permanent changes to regular tuition arrangements without informing the administration team.

10. Ending Regular Tuition

We require four weeks' notice where a parent/carer wishes to discontinue regular tuition with Spark Academy Tutoring. This enables us to manage tutor commitments and reserved teaching times fairly and to provide tutors with appropriate notice.

Notice should be provided in writing to Spark Academy Tutoring.

Spark Academy Tutoring also reserves the right to suspend or discontinue tuition where appropriate, including where:

- Fees remain outstanding;
- These Terms and Conditions are repeatedly breached;
- There are safeguarding, health and safety or professional conduct concerns;
- The tuition arrangements are no longer considered appropriate or sustainable; or
- Circumstances arise which make continued delivery impracticable.

Where appropriate, concerns will normally be discussed with the parent/carer before tuition is discontinued.

11. Tutor Availability and Absence

Tutors may offer tuition during school holidays at their discretion and subject to availability.

Where a tutor is unable to deliver a scheduled session because of illness or other unavoidable circumstances, as much notice as reasonably possible will be provided.

Where possible, the tutor will offer to rearrange the session at a mutually convenient time.

If the session cannot be rearranged, the tuition fees paid for the affected session will be carried forward and applied towards future tuition.

Where longer-term tutor absence occurs, Spark Academy Tutoring will consider whether an alternative suitably matched tutor can be offered.

12. Safeguarding and Supervision

The safety and welfare of learners is central to all tuition delivered by Spark Academy Tutoring.

All tutors are required to follow Spark Academy Tutoring's safeguarding procedures and professional expectations.

For tuition delivered within the learner's home, an appropriate responsible adult should remain available in accordance with the agreed arrangements.

For online tuition, parents/carers should ensure that the learner is accessing tuition from an appropriate environment and that a responsible adult is available where required according to the learner's age and individual needs.

Any safeguarding concerns will be managed in accordance with our Safeguarding and Child Protection Policy.

13. Online Tuition and Online Safety

Online tuition will be delivered using appropriate and secure platforms approved for use by Spark Academy Tutoring.

Learners, parents/carers and tutors are expected to follow Spark Academy Tutoring's online safety expectations.

Where appropriate, shorter online sessions may be agreed to support individual needs, attention, engagement or SEND.

Further information is available within our Online Safety Policy and Staying Safe Online guidance.

14. Equipment and Resources

For online tuition, parents/carers are responsible for ensuring that the learner has access to:

- A suitable device;
- A reliable internet connection;
- Appropriate stationery; and
- Any learning materials agreed with the tutor.

For face-to-face tuition, tutors will provide or identify appropriate teaching and learning resources. Parents/carers may occasionally be asked to provide ordinary stationery, existing school materials or resources specific to the learner's studies.

15. Learner Progress and Educational Outcomes

Spark Academy Tutoring is committed to providing high-quality, personalised tuition and supporting every learner to make meaningful progress and develop confidence.

However, specific academic outcomes, examination grades or rates of progress cannot be guaranteed.

Progress is influenced by a range of factors including attendance, engagement, starting points, individual educational needs, completion of independent work where appropriate and circumstances outside of tuition.

Tutors will plan and adapt tuition according to the learner's progress and identified needs.

16. Behaviour, Safety and Respectful Conduct

Learners, parents/carers and tutors are expected to treat one another with dignity and respect.

Spark Academy Tutoring recognises that behaviour may communicate an unmet need and tutors will seek to respond appropriately and proportionately to individual circumstances.

However, tutors are not expected to remain in situations where they believe that their own safety, the learner's safety or another person's safety is at immediate risk.

A session may be ended where necessary to maintain safety.

Significant concerns will be managed in accordance with relevant Spark Academy Tutoring safeguarding, behaviour and health and safety procedures.

17. Data Protection and Confidentiality

Spark Academy Tutoring processes personal information in accordance with the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and our Data Protection and Information Management Policy.

Information relating to learners and families will be stored, processed and shared appropriately and securely.

Information may be shared with relevant professionals or statutory agencies where there is an appropriate lawful basis or safeguarding requirement to do so.

Further information about how personal information is collected, used, stored and shared is contained within our Data Protection and Information Management Policy and privacy information.

18. Compliments, Concerns and Complaints

Spark Academy Tutoring welcomes feedback from learners and parents/carers.

Where a concern arises, we encourage parents/carers to raise this as early as possible so that it can be considered and, where appropriate, resolved.

Formal complaints will be managed in accordance with our Compliments and Complaints Policy.

19. Direct Engagement of Spark Academy Tutors

Tutors delivering tuition through Spark Academy Tutoring are contracted professionals who provide their Spark Academy tuition services through the company.

Parents/carers and learners must not seek to circumvent Spark Academy Tutoring by directly engaging, contracting with or making private payment arrangements with a tutor introduced through Spark Academy Tutoring for tuition that would otherwise be provided through the company.

Requests or concerns regarding tuition arrangements should be raised through Spark Academy Tutoring.

20. Relevant Policies

These Terms and Conditions should be read alongside relevant Spark Academy Tutoring policies and guidance, including:

- Safeguarding and Child Protection Policy;
- Safer Recruitment Policy;
- Online Safety Policy;
- Data Protection and Information Management Policy;
- Health and Safety Policy;
- Equality, Diversity and Inclusion Policy;
- Compliments and Complaints Policy; and
- Relevant behaviour and online safety guidance.

Copies of relevant policies are available through the Spark Academy Tutoring website or upon request.

Spark Academy Tutoring reserves the right to review and update its policies, procedures and Terms and Conditions to reflect changes in legislation, statutory guidance and company practice.

21. Agreement to Terms

By booking and accepting tuition through Spark Academy Tutoring Limited, the parent/carer or adult learner confirms that they have read, understood and agree to these Terms and Conditions.

These Terms and Conditions apply for the duration of the learner's privately funded tuition unless superseded by an updated version or alternative terms agreed in writing by Spark Academy Tutoring Limited.

Spark Academy Tutoring Limited

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Review Date: August 2026

Next Review Date: August 2027