

# PRIMARY TUTOR ONLINE LTD

## TERMS & CONDITIONS OF SERVICE AND CANCELLATION POLICY

These Terms & Conditions govern the provision of all educational services supplied by **Primary Tutor Online Ltd**.

**Updated:** 17 February 2026

**Version:** 1.1

Company Number: 15911601

Registered Address: Bentley Copse, Norman Court, West Tytherley, Salisbury, Hampshire, SP5 1NL

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Website: [www.primarytutoronline.com](http://www.primarytutoronline.com)

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### 1. CONTRACT FORMATION & ACCEPTANCE

1.1 By booking, making payment, and ticking the acceptance checkbox during checkout, you confirm that you are the authorised cardholder and agree to be legally bound by these Terms & Conditions.

1.2 This electronic acceptance forms a legally binding agreement under UK law.

1.3 References to clause numbers within these Terms refer to the numbered sections of this document.

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### 2. KEY INFORMATION

2.1 Term and Block bookings are non-refundable once confirmed, subject to statutory cooling-off rights, because each booking reserves a dedicated teaching place that cannot be offered to another family.

2.2 You have a **14-day cooling-off right** under the Consumer Contracts Regulations 2013 unless you request lessons to begin sooner. If you request an early start, your right to cancel ends once the first Session begins.

2.3 Sessions cannot be swapped to alternative days, times, subjects, or groups for safeguarding, staffing, and curriculum-continuity reasons.

2.4 Parents/Guardians are responsible for ensuring that the **group-based nature and structure of the Sessions is suitable for their child before booking**.

2.5 Dissatisfaction with teaching style, lesson structure, or perceived suitability after a Session has been delivered **does not constitute non-delivery of the Service**.

2.6 Nothing in these Terms removes or limits your statutory rights under the Consumer Rights Act 2015.

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### 3. DEFINITIONS

3.1 **Services** means all live online lessons and associated educational support.

3.2 **Platform** means the system used to deliver lessons (e.g. Zoom or Microsoft Teams).

3.3 **Contract** means the legally binding agreement formed at the point of payment.

3.4 **Parent/Guardian** means the adult responsible for the child and compliance with these Terms.

3.5 **Student** means the child enrolled to receive the Services.

3.6 **Session** means an individual scheduled lesson.

3.7 **Term Booking** means any booking that reserves a pre-paid series of Sessions over a defined period, including both Term bookings and Block bookings.

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### 4. SERVICES PROVIDED

4.1 Services include all live online lessons, group sessions, substitute-delivered sessions, and associated educational support provided by Primary Tutor Online Ltd.

4.2 Group lessons do not provide one-to-one supervision or childcare.

4.3 A suitably qualified substitute tutor may deliver Sessions where necessary and **no guarantee is made that a specific tutor will deliver any particular Session.**

#### 4.4 Group Allocation and Structure

- Parents/Guardians select the subject, Key Stage, and scheduled Session time when booking.
- Where multiple parallel groups operate at the same scheduled time, Students are allocated to a specific group.
- Bookings cannot be swapped to alternative days, times, subjects, or groups at the request of the Parent/Guardian.
- Primary Tutor Online Ltd reserves the right to move a Student to another group where reasonably necessary for educational, safeguarding, behavioural, or operational reasons.

#### 4.5 Nature of the Service

Services are **supplementary educational tuition only** and are not a substitute for full-time school education.

#### **4.6 Parallel Group Delivery**

Where multiple parallel group sessions operate simultaneously, Primary Tutor Online Ltd reserves the right to combine such groups where a teacher is unexpectedly unavailable.

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### **5. BOOKING AND PAYMENT**

5.1 All Sessions must be paid for in advance.

5.2 We offer **Pay-As-You-Go bookings and Term bookings**.

5.3 Prices may change for future bookings only and will never apply retrospectively.

5.4 Parents/Guardians must provide accurate contact details.

5.5 Students must be registered using their **real full legal name**.

5.6 Access links are issued automatically at the point of booking.

5.7 Sessions proceed as scheduled unless formally cancelled by us.

#### **5.8 Parental Cooperation**

Parents/Guardians are expected to communicate respectfully and cooperate with reasonable policies necessary for the safe and effective delivery of the Services.

Where communication becomes abusive, unreasonable, or repeatedly disregards these Terms, Primary Tutor Online Ltd reserves the right to restrict communication channels or discontinue Services.

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### **6. SERVICE DELIVERY**

6.1 A Session is deemed delivered once **50% or more of the scheduled lesson time has been taught**.

6.2 Services are delivered with reasonable care and skill in accordance with the Consumer Rights Act 2015.

6.3 Group Sessions may vary in size, participation level, and interaction.

6.4 Educational content reflects the tutor's **professional judgement and curriculum planning**.

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## **7. CANCELLATION & REFUND POLICY**

### **7.1 General Policy**

Once a Session has been delivered it is deemed fully consumed and is **non-refundable**, except where required by law.

### **7.2 Cooling-Off Period**

You have a 14-day cooling-off period unless Sessions begin earlier at your request.

### **7.3 Term & Block Bookings**

Bookings:

- cannot be transferred
- cannot be swapped
- are not reduced or refunded due to non-attendance

### **7.4 Pay-As-You-Go**

Sessions may be rescheduled with **24 hours' notice via the booking portal**.

### **7.5 Missed Sessions**

Where a Session has been made available at the scheduled time it is treated as delivered whether or not the Student attends.

### **7.6 Tutor Cancellations**

Cancelled Sessions will be rescheduled or credited.

### **7.7 Force Majeure**

Events beyond our reasonable control may affect lesson delivery.

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## **8. PUNCTUALITY**

Sessions run strictly to timetable.  
Student lateness does not extend the Session.

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## **9. SAFEGUARDING & SUPERVISION**

9.1 A responsible adult must remain present in the home during each Session.

9.2 Students must follow tutor instructions and behaviour expectations.

9.3 Cameras may be required briefly for safeguarding verification.

9.4 All communication must occur through official channels.

### **9.7 Participation in Sessions**

Students are expected to participate appropriately and follow tutor guidance. The effectiveness of group learning depends partly on student engagement.

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## **10. STUDENT CONDUCT**

Students must behave respectfully towards tutors and other students.

The following behaviour is not permitted:

- abusive language
- bullying or harassment
- discriminatory remarks
- disruption of Sessions
- misuse of chat functions
- private messaging other students

Students may be **muted, removed, or suspended** where behaviour disrupts the learning environment.

Removed Sessions are treated as delivered and are non-refundable.

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## **11. TECHNOLOGY**

Parents/Guardians are responsible for internet access, devices, and platform compatibility.

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## **12. MATERIALS & COPYRIGHT**

All lesson materials remain the **intellectual property of Primary Tutor Online Ltd.** Recording or distributing Sessions is prohibited.

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## **13. DATA PROTECTION**

We comply with **UK GDPR and the Data Protection Act 2018.**

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## 14. LIABILITY

Primary Tutor Online Ltd does **not guarantee academic outcomes, grades, or examination results.**

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## 15. CERTIFICATES OF ATTENDANCE

Certificates may confirm attendance and general topics covered only.

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## 16. EQUALITY & INCLUSION

We operate in accordance with the **Equality Act 2010.**

### 16.5 Suitability of Group Tuition

Parents/Guardians are responsible for determining whether group Sessions are suitable for their child's needs. Individualised SEND provision cannot be guaranteed.

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## 17. EHCP & LOCAL AUTHORITY PROVISION

Primary Tutor Online Ltd is an independent private tuition provider and does **not deliver Local Authority commissioned provision.**

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## 18. PAYMENT DISPUTES & CHARGEBACKS

Booking records, access logs, and attendance records may be used as **evidence of service delivery.**

Chargebacks may be formally contested using these records and these Terms.

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## 19. UPDATES

These Terms may be updated for legal, safeguarding, or operational reasons.

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## 20. ENTIRE AGREEMENT

These Terms constitute the **entire agreement** relating to the Services.

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## **21. SEVERABILITY**

If any clause is found unenforceable, the remainder remains valid.

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## **22. GOVERNING LAW & JURISDICTION**

These Terms are governed by the laws of **England and Wales**.

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## **23. TERMINATION OF SERVICES (Final Protection Clause)**

Primary Tutor Online Ltd reserves the right to discontinue Services where it is reasonably necessary to protect staff, Students, or the learning environment, including where behaviour, communication, or conduct by a Parent/Guardian or Student becomes abusive, disruptive, or repeatedly disregards these Terms.

Where termination occurs, any Sessions already delivered will remain non-refundable.

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