



PRIMARY TUTOR ONLINE LTD

TERMS & CONDITIONS OF SERVICE AND CANCELLATION POLICY

Updated 17/02/2026

Company Number: 15911601

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

Email: info@primarytutoronline.com

Website: www.primarytutoronline.com

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.

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 lesson begins.

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

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

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





4. SERVICES PROVIDED

4.1 Services means all live online lessons, group sessions, parallel 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 at the point of 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 parallel groups at the request of the Parent/Guardian.
- Primary Tutor Online Ltd reserves the right to move a student to a different group where reasonably necessary for educational, safeguarding, behavioural, operational, or capacity-management reasons. Such movement does not constitute cancellation or non-delivery of services.

4.5 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 at the same scheduled time, Primary Tutor Online Ltd reserves the right to combine such groups on a session-by-session basis if a teacher is unexpectedly unavailable and a suitable replacement cannot be arranged. This will not affect the curriculum, subject content, or scheduled duration of the session.

5. BOOKING AND PAYMENT

5.1 All lessons must be paid for in advance.

5.2 We offer Pay-As-You-Go bookings and Term bookings (including Block 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 sale.

5.7 Sessions proceed as scheduled unless formally cancelled by us.

6. SERVICE DELIVERY

6.1 A session is deemed delivered once 50% or more of the scheduled lesson time has been taught, including where a different tutor delivers the session or where parallel groups are combined in accordance with clause 4.6, provided the session has been delivered with reasonable care and skill.

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

6.3 The Parent/Guardian acknowledges that group sessions may vary in size and interaction level.





7. CANCELLATION & REFUND POLICY

7.1 General Policy

- Once a lesson has been delivered (as defined in clause 6.1), it is deemed fully consumed and is non-refundable, except where a refund is required by law.
- Any refund, where legally required, applies only to unused and undelivered sessions.

7.2 Cooling-off Period:

- You have a 14-day cooling-off period unless you request lessons to begin sooner.
- Where an early start is requested, sessions delivered are non-refundable.

7.3 Term & Block Bookings:

- Term bookings (including Block bookings) are non-refundable once the first session has been delivered or the cooling-off period has ended.

Bookings:

- cannot be transferred to future terms or other students.
- cannot be swapped to alternative days, times, subjects, or groups.
- are not reduced or refunded due to non-attendance.

We may, entirely at our discretion and without creating any entitlement, obligation, or precedent, consider alternative arrangements in exceptional circumstances.

7.4 Pay-as-you-Go (PAYG):

- PAYG sessions may be rescheduled with at least 24 hours' notice, provided the change is completed and confirmed via the booking portal.
- Requests made by email, message, or other channels do not constitute notice unless successfully completed through the booking system.
- Late changes are non-refundable.
- If you experience difficulty using the portal, please contact us as soon as possible; however, rescheduling is only confirmed once completed in the booking system.

7.5 Missed Sessions:

- Where a session has been made available and delivered at the scheduled time, it is treated as delivered whether or not the student attends for the full duration, and is non-refundable.
- Non-attendance for any reason, including illness, travel, technical issues on the customer's side, forgetting, or failure to ensure the child joins the session, does not constitute non-delivery of the service.

7.6 Tutor Cancellations:

- If we cancel a session, it will be rescheduled or credited at no additional cost.

7.7 Force Majeure

- Events beyond our reasonable control may affect lesson delivery.
- Affected sessions will be rescheduled or credited.





8. PUNCTUALITY

- 8.1 Sessions run strictly to timetable.
 - 8.2 Student lateness does not extend the session.
 - 8.3 If the tutor is late, time will be added or a credit applied.
 - 8.4 Students should join 2–3 minutes before the scheduled start time.
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9. SAFEGUARDING & SUPERVISION

- 9.1 A responsible adult must remain present in the home throughout 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 only.
 - 9.5 Primary Tutor Online Ltd does not provide childcare or supervision services and accepts no responsibility for a child left unsupervised before, during, or after a session.
 - 9.6 Unofficial Communication Channels
Primary Tutor Online Ltd does not endorse, monitor, administer, or take responsibility for any private messaging groups, social media groups, or communication channels created by students or families outside of official lesson delivery platforms.
Any such groups operate independently of Primary Tutor Online Ltd. Parents/Guardians remain solely responsible for supervising their child's online activity outside scheduled sessions.
All safeguarding concerns relating to unofficial groups must be addressed directly between the families involved or, where appropriate, reported to the relevant platform provider or authorities.
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10. TECHNOLOGY

- 10.1 Parents/Guardians are responsible for devices, internet access, logins, updates, microphones, and webcams.
 - 10.2 Technical issues on the customer's side do not qualify for refunds.
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11. MATERIALS & COPYRIGHT

- 11.1 All lesson materials are for the enrolled student only.
 - 11.2 Sharing, distributing, uploading, or reproducing materials is prohibited.
 - 11.3 Recording or screenshotting lessons is not permitted.
 - 11.4 All content remains the intellectual property of Primary Tutor Online Ltd.
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12. DATA PROTECTION

- 12.1 We comply with UK GDPR and the Data Protection Act 2018.
 - 12.2 Lessons are not recorded by customers.
 - 12.3 Any safeguarding recordings (if required) will only occur with appropriate consent and lawful basis.
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13. LIABILITY

- 13.1 We do not guarantee specific educational outcomes or grades.
- 13.2 Our liability is limited to the amount paid for the affected service.
- 13.3 Nothing in these Terms excludes liability for death or personal injury caused by negligence.

14. CERTIFICATES OF ATTENDANCE

- 14.1 Primary Tutor Online Ltd does not provide written progress reports, formal assessments, or diagnostic evaluations.
- 14.2 Upon request and for an additional charge, we may provide a Certificate of Attendance.
- 14.3 A Certificate of Attendance confirms the sessions attended during a specified period and may include a brief overview of the subjects and general topics covered.
- 14.4 Certificates are based solely on attendance records and session content delivered and do not constitute academic assessment, evaluation, or endorsement of attainment.
- 14.5 Certificates may take up to 14 days to prepare.

15. EQUALITY & INCLUSION

- 15.1 Primary Tutor Online Ltd operates in accordance with the Equality Act 2010 and is committed to providing an inclusive and respectful learning environment.
- 15.2 We will consider reasonable adjustments where appropriate to enable access to our services, provided such adjustments are compatible with the live online group-based nature of the sessions.
- 15.3 As sessions are delivered simultaneously to multiple students and follow a planned format, we cannot provide individualised teaching, one-to-one intervention, or adjustments that would fundamentally alter the structure or delivery of the service.
- 15.4 Parents/Guardians are responsible for ensuring that the group tuition format is suitable for their child's individual needs.

16. EHCP & LOCAL AUTHORITY PROVISION

- 16.1 Primary Tutor Online Ltd is an independent private tuition provider.
- 16.2 We are not commissioned by any Local Authority to deliver statutory provision under Section F of an Education, Health and Care Plan (EHCP).
- 16.3 Our services are supplementary tuition only and do not constitute, replace, or fulfil Local Authority statutory educational duties.
- 16.4 Attendance at Primary Tutor Online Ltd does not constitute named placement, commissioned provision, or Section F delivery within an EHCP.
- 16.5 We do not provide Local Authority-commissioned services, statutory EHCP provision, or Local Authority-compliant reporting under any circumstances.
- 16.6 We do not accept Local Authority funding.
- 16.7 Parents/Guardians remain solely responsible for securing and maintaining any statutory educational provision required under an EHCP.





17. PAYMENT DISPUTES & CHARGEBACKS

- 17.1 By completing a booking and making payment, the Parent/Guardian confirms that they are the authorised cardholder and approve the transaction.
- 17.2 Booking confirmation, payment confirmation, automated access link issuance, and attendance records constitute evidence that the service has been made available and/or delivered.
- 17.3 Where a session has been delivered or made available in accordance with these Terms, a chargeback or payment dispute may be formally contested using booking records, attendance logs, and these Terms & Conditions as evidence.
- 17.4 Initiating a chargeback does not cancel any remaining booked sessions within a Term or Block booking.
- 17.5 Where a chargeback is raised for services already delivered, we reserve the right to suspend access to future sessions pending resolution of the dispute.
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18. UPDATES

- 18.1 These Terms may be updated for legal, safeguarding, or operational reasons.
- 18.2 Material changes will be communicated.
- 18.3 Continued use of services constitutes acceptance of updated Terms.
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19. SEVERABILITY

- 19.1 If any provision is found unenforceable, the remainder shall continue in full force.
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20. GOVERNING LAW & JURISDICTION

- 20.1 These Terms are governed by and subject to the exclusive jurisdiction of the courts of England and Wales.

