



These terms apply when a school, trust, alternative provision setting or local authority commissions a tuition programme from Cove Tutors. Please read them with the programme agreement for your programme.

1. Parties and definitions

1.1 Cove Tutors is a trading name of Cornish Adventures Ltd, a company registered in England and Wales with company number 15788616. Our registered office address is shown in the footer of this website. In these terms, "Cove Tutors", "we", "us" and "our" mean Cornish Adventures Ltd.

1.2 In these terms:

- "client" means the school, trust, alternative provision (AP) setting or local authority named in the programme agreement;
- "programme" means the tuition programme described in a programme agreement;
- "programme agreement" means the written confirmation, agreed by both parties, that sets out the pupils, subject, outcomes, number of sessions, schedule, price and invoicing stages for a programme;
- "block" means a fixed number of sessions bought together at a fixed price;
- "session" means one live online tuition session;
- "pupil" means a child or young person receiving tuition under a programme;
- "tutor" means a person engaged by Cove Tutors to deliver sessions;
- "working day" means a day other than a Saturday, Sunday or bank holiday in England.

2. How a programme is agreed

2.1 Each programme is confirmed in a programme agreement. A contract for a programme is formed when both parties have agreed the programme agreement in writing (email is enough) and, where the client uses them, the client has issued a purchase order.

2.2 Each programme agreement, together with these terms and any documents they refer to, forms a separate contract.

2.3 If there is a conflict between documents, they take priority in this order:

- the data processing terms referred to in clause 9, for anything about personal data;

- the programme agreement;
- these terms.

2.4 Terms printed on or attached to a purchase order, or in the client's own supplier terms, do not apply unless we agree in writing to accept them.

3. What we provide

3.1 Cove Tutors provides a tuition service: a defined programme of sessions designed to achieve the outcomes in the programme agreement. The client buys the programme and its outcomes, not the time of any particular person.

3.2 All sessions are delivered live online using Google Meet with a shared digital whiteboard. We do not provide in-person tuition. Sessions are one-to-one or in small groups of up to 4 pupils.

3.3 Every programme starts with a baseline assessment. The tutor sends a short note after every session. For schools, we share attendance weekly and provide a termly impact report. For AP settings and local authorities, we share attendance within 24 hours of each session.

3.4 We decide how the programme is designed and taught, including the teaching methods, materials, assessments, lesson plans and the order of topics. Cove Tutors produces all teaching materials and our tutors deliver them. The client sets the outcomes, the pupils and the practical arrangements, such as the times in the school day when sessions can take place.

3.5 We and our tutors provide our own devices, software, teaching resources, assessment materials and online lesson accounts.

3.6 Cove Tutors provides part-time tuition. We are not a school and do not provide full-time education. The client remains responsible for each pupil's overall education and for meeting its own legal duties towards them.

3.7 Sessions are not recorded unless the client and the pupil's parent or carer have agreed in writing in advance.

3.8 Where pupils join sessions from the client's premises, the client will provide a quiet, supervised space, a suitable device and internet connection, and a named adult who can be contacted during sessions.

4. Our tutors

4.1 Cove Tutors decides which of its tutors delivers each programme. We may change the tutor, or send a substitute, at any time, including for illness, holidays or to give a pupil a better match. Any substitute will have passed the same checks as the tutor they replace. The client may refuse a substitute only on reasonable safeguarding grounds.

4.2 We pay and manage our tutors and remain responsible for the quality of the programme, whoever delivers it.

4.3 Our tutors are not employees, workers or agency staff of the client. They do not take part in the client's staff structures, appraisal, timetabling, duties, meetings or cover arrangements, and the client will not ask them to. Day-to-day contact about the programme runs between the client's named lead and Cove Tutors.

4.4 Cove Tutors is responsible for its own tax and for any tax and National Insurance due on payments to its tutors.

4.5 Where the client is required to apply the off-payroll working rules, it will make its own status determination and give us a status determination statement with reasons before the programme starts. We will provide any information the client reasonably needs to make it. Clauses 3, 4, 6 and 12 describe how programmes are delivered in practice, and we will tell the client straight away if anything changes.

5. Price, invoicing and payment

5.1 The price of each programme is fixed in the programme agreement, either for the whole programme or per block of sessions. It includes planning, preparation, materials and reporting.

5.2 We invoice against the client's purchase order. For schools, we invoice on the terms set out in the programme agreement. For AP settings and local authorities, we invoice at the stages set out in the programme agreement. The client will give us a purchase order number before the programme starts, where it uses them.

5.3 Payment is due within 30 days of the invoice date, by bank transfer to the account shown on the invoice. Invoice queries go to accounts@covetutors.co.uk. If the client disputes part of an invoice, it should tell us within 10 working days and pay the undisputed part on time.

5.4 We are not currently registered for VAT, so no VAT is charged. If we register for VAT, we will tell the client in writing and add VAT at the standard rate to invoices raised after our registration date, including invoices for programmes already agreed.

5.5 If an invoice is not paid on time, we may charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998. Statutory interest runs at 8% a year above the Bank of England base rate from the due date until payment. If an invoice remains unpaid, we may also pause the programme after giving 7 days' written notice.

5.6 If a session cannot go ahead because of the client (for example, the pupil is withdrawn, absent without notice, or the room or device is unavailable) and we were not told at least 24 hours in advance, the session is charged. If we cancel a session, we rearrange it at no extra cost.

6. Quality and putting things right

6.1 We will deliver each programme with reasonable care and skill.

6.2 If a session or report does not meet the standard in the programme agreement, the client should tell us within 10 working days. We will put it right by delivering a replacement session or reissuing the report, at our own cost.

6.3 If the client is unhappy with any part of our service, it can use our [complaints policy](#).

7. Safeguarding

7.1 We follow our safeguarding and child protection policy, summarised in our [safeguarding statement](#). It is aligned with the current edition of Keeping children safe in education and with Working Together to Safeguard Children 2023.

7.2 Every tutor we provide holds a current enhanced DBS certificate with a children's barred list check and has completed safeguarding training. On request, we will confirm the checks we have carried out on any tutor before the programme starts, so the client can meet its own duties.

7.3 Our tutors will also follow the client's safeguarding and child protection policy for its pupils. The client will give us a copy, or tell us where to find it, before the programme starts, together with the name and contact details of its designated safeguarding lead.

7.4 We will share any safeguarding or welfare concern about a pupil with the client's designated safeguarding lead on the same day. Where a child is at immediate risk, we will contact the police or children's social care straight away and then tell the client. Any allegation about a tutor will be handled in line with the local authority designated officer (LADO) process.

7.5 The client will tell us, on the same day, about any safeguarding concern, risk or need that affects the pupil or tutor, and will share any information we need to keep the pupil and tutor safe during sessions.

8. Confidentiality

8.1 Each party will keep confidential any information it receives from the other that is marked as confidential or is clearly confidential, including information about pupils, and will use it only for the programme.

8.2 This does not apply to information that is already public, or that a party must share by law, by order of a court or regulator, or to protect a child from harm.

8.3 We understand that a client that is a public authority may need to disclose information under the Freedom of Information Act 2000. The client will tell us before doing so where it reasonably can.

8.4 These duties continue after the programme ends.

9. Data protection

9.1 Each party will comply with UK data protection law, including the UK GDPR and the Data Protection Act 2018.

9.2 When we deliver a programme for the client, the client is the controller of pupil personal data and Cove Tutors acts as its processor. In that case, our [data processing terms for schools and local authorities](#) form part of these terms. We use pupil data only to deliver and report on the programme, in line with the client's instructions.

9.3 The client will make sure it has a lawful basis for sharing pupil data with us, and that pupils and parents have been given the information the law requires about that sharing.

10. Intellectual property

10.1 Cove Tutors owns, or is licensed to use, all teaching materials, lesson plans, assessments and resources we create or use, including those we produce for a programme.

10.2 We give the client a non-exclusive, royalty-free licence to use the reports and any materials we provide to it under a programme, for the education of its own pupils. The client may not sell, publish or share them outside its own organisation without our written consent.

10.3 The client keeps ownership of its own materials and of pupil information it gives us.

11. Insurance

11.1 We will maintain public liability and professional indemnity insurance appropriate to the work and provide evidence on request.

12. Term and ending

12.1 Each programme agreement ends when the programme has been delivered. Neither party is obliged to offer or accept further programmes. Cove Tutors is free to work for other clients at any time.

12.2 Programmes and blocks of sessions are sold at a fixed price. Either party may end a programme with 14 days' written notice, but the full price of the programme or block remains payable and no refund or credit is given for unused sessions. If Cove Tutors ends a programme for any reason other than the client's breach of these terms, we will refund the price of sessions not delivered.

12.3 Either party may end a programme straight away by written notice if the other party seriously breaches these terms and, where the breach can be put right, does not put it right within 14 days of being asked to, or if the other party becomes insolvent. If the client ends a programme under this clause because of our breach, we will refund the price of sessions not delivered.

12.4 We may suspend sessions straight away if we reasonably believe this is needed to protect a pupil or tutor. We will tell the client the same day and agree next steps with it.

12.5 Clauses 5, 8, 9, 10, 13 and 15 continue after a programme ends.

13. Liability

13.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot lawfully be limited or excluded.

13.2 Subject to clause 13.1, neither party is liable for any indirect or consequential loss, or for loss of profit, revenue or savings, whether or not it was foreseeable.

13.3 Subject to clause 13.1, our total liability arising out of or in connection with a programme, whether in contract, negligence or otherwise, is limited to the price of that programme.

14. Events outside our control

14.1 Neither party is liable for any delay or failure to perform its obligations caused by events outside its reasonable control, such as a widespread internet or platform outage, extreme weather or government action. Late payment of money due is not covered by this clause.

14.2 The affected party will tell the other as soon as it can. We will rearrange any missed sessions at no extra cost.

14.3 If the event stops sessions for more than 4 weeks, either party may end the programme by written notice, and we will refund the price of sessions not delivered.

15. Non-solicitation of tutors

15.1 While a programme runs and for 6 months after its last session, the client will not directly engage, employ or contract with any tutor who delivered sessions to it under that programme, except through Cove Tutors.

15.2 If the client wishes to do so, it may instead pay us a fair introduction fee, agreed with us in writing in advance, which reflects our costs of recruiting, checking and replacing the tutor.

15.3 This clause does not stop the client hiring someone who responds to a general job advertisement.

16. General

16.1 Notices under these terms must be in writing and sent by email: to us at hello@cove-tutors.co.uk, and to the client at the email address of its named lead in the programme agreement. An email sent before 5pm on a working day is treated as received that day; otherwise it is treated as received on the next working day.

16.2 Each programme agreement, these terms and the documents they refer to form the entire agreement between the parties about that programme. They replace any earlier discussions, proposals or understandings. Neither party has relied on any statement not set out in them.

16.3 Any change to a programme agreement or these terms must be agreed in writing by both parties. We may update these terms from time to time, but a programme already agreed stays on the terms in force when it was agreed.

16.4 Neither party may transfer its rights or obligations under a programme without the other's written consent, which will not be unreasonably withheld.

16.5 No one other than Cove Tutors and the client has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

16.6 If any part of these terms is found to be unenforceable, the rest remains in force.

16.7 These terms and any dispute arising from them are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

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Questions about this policy? Email hello@covetutors.co.uk

[All policies](#)