



**User  
Policy Pack**

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# **USER TERMS & CONDITIONS**

## **Tutor Gym**

### **1. Service Description**

1.1 Tutor Gym provides live online tutoring sessions delivered by tutors.

1.2 Services are designed to support and supplement learning aligned with the UK curriculum. Tutor Gym does not provide alternative curriculum programmes and is not suitable for students following non-UK curricula unless expressly agreed.

1.3 Tutor Gym is a supplementary educational service and is not intended to replace full-time schooling, formal education provision, or home education arrangements.

### **2. Booking & Timetable**

2.1 All bookings are subject to availability. Tutor Sessions are capped at 10 students maximum, other an Workshops which may have a larger capacity. Tutor Gym does not operate waiting lists.

2.2 A minimum of 1 student is required for a session to proceed. Where only 1 student is booked, the session will still take place.

2.3 If a session has not been pre-booked, pupils will not be able to join once the lesson has started.

2.4 Tutor Gym reserves the right to amend timetables where reasonably necessary.

2.5 Lesson details, including tutor and topic, may be subject to change up until the start of the session. However, the subject and lesson time will remain unchanged.

2.6 Tutors will provide a brief overview of each lesson in advance so that parents and pupils are aware of what will be covered. This can be found in the 'snippet' section of the session listing on the timetable.

2.7 Unlimited Members can access an unlimited number of Tutor Sessions every month.

2.8 Core Members can access up to 4 Tutor Sessions per calendar month.

2.9 All members have unlimited use of Homework Club sessions.

2.10 Homework Club operates on a waiting room basis. There is no option to pre-book a space in Homework Club, students must log-on live.

2.11 Tutors will always strive to see every user in the waiting room of Homework Club, although in cases where Homework Club is at capacity and you cannot be seen, we kindly request that you join again at the next Homework Club session.

2.12 Homework Club questions must be limited to 5 minutes of tutor time. If you have more questions, or you require longer with the tutor, you must re-join the waiting room and return at the end if there is capacity.

### **3. Subscriptions & Payments**

3.1 Tutor Gym subscriptions operate on a calendar month basis (1st to last day).

3.2 Subscription fees are payable monthly in advance.

3.3 Charges are applied on a pro rata basis where applicable. Where a subscription begins part-way through a calendar month, the first month may be charged on a pro-rata basis, rounded up in accordance with Tutor Gym's billing system specifications. Payment is required regardless of when the subscription begins within the month.

3.4 Subscriptions can be upgraded at any time, with changes applied immediately on a pro rata price format.

3.5 Downgrades or cancellations will take effect at the end of the current billing month already paid for, with all changes reflected from the 1st of the following month.

3.6 Fees are non-refundable except where required by law or expressly stated within these Terms.

3.7 Failure to make payment will result in suspension or termination of access.

### **4. Cancellations and Penalties**

4.1 Students may cancel a booked session up to 90 minutes prior to the scheduled start time.

4.2 Cancellations made less than 90 minutes before the session start time will be treated as a late cancellation and will not be eligible for refund or credit.

4.3 For Core members, where cancellation is made with at least 90 minutes notice, the session credit will be returned to the user's account.

4.4 For Core members, all credits must be used within the same calendar month and cannot be rolled over to a subsequent month.

4.4 Where a tutor is no longer able to run a scheduled session, Tutor Gym will make reasonable efforts to arrange a replacement tutor. If a replacement tutor cannot be found, the session credit will be returned to the student's account.

4.5 If Tutor Gym cancels a lesson at short notice due to unforeseen circumstances, the session credit will be refunded to the student's account.

4.6 Where a student has booked 3 lessons that have not been attended, Tutor Gym will make contact with the account holder to offer a reminder. If missed sessions continue (e.g. 4 or more in a 6 month period), we will follow up with a phone call and we may place a temporary limit on lesson bookings to ensure fair and effective use of sessions. This is only applicable to Core and Unlimited members.

4.7 Late arrival is permitted at the tutor's discretion, with a maximum grace period of 10 minutes. In some sessions, the cut-off for entry may be earlier depending on the lesson content and disruption risk, and students may not be allowed to join after this point. No credits will be refunded for missed or late-arriving sessions.

## **5. Cancelling a Subscription**

5.1 Subscriptions operate on a monthly recurring basis.

5.2 Users may cancel a subscription at any time. Cancellation will take effect at the end of the billing cycle.

5.3 If cancellation is requested part-way through a month, the subscription will continue for the remainder of that month before terminating. Access to sessions will continue during the notice period.

5.4 No refunds will be provided for unused sessions during the notice period.

5.5 Tutor Gym reserves the right to terminate a subscription with immediate effect where there are safeguarding concerns, serious behavioural breaches, non-payment, or other material breaches of these Terms.

## **6. Behaviour, Engagement & Participation**

6.1 Students are expected to behave respectfully at all times, follow tutor instructions, and use online platforms appropriately.

6.2 Tutor Gym reserves the right to remove a student from a session where behaviour is disruptive, inappropriate, or compromises the learning environment of others. No refund will be issued in such circumstances.

6.3 Students are expected to attend sessions free from unnecessary distractions and prepared to participate.

6.4 Tutor Gym requires all students to have their cameras on as standard. Students must have access to a suitable device with a functioning camera and microphone for ongoing participation.

Students are expected to have their cameras switched on during sessions to support safeguarding, engagement, and classroom interaction. Microphones may be muted when not speaking but must remain functional.

See the E-Safety policy for further information.

6.5 Adjustments will only be considered in exceptional circumstances (for example, severe anxiety), and must be agreed in advance by a parent or guardian at the point of membership registration with Tutor Gym (contact: [jessie@tutorgym.co.uk](mailto:jessie@tutorgym.co.uk)).

Where an adjustment is approved, it will be formally recorded on the student's account and tutors will be informed in advance. Arrangements may be reviewed periodically. Requests made during or after sessions will not be accepted.

6.6 In the event of a genuine technical issue, students may attend without a camera on a temporary basis only. A working microphone is still required.

All technical issues are recorded and are limited to a fair and reasonable basis of 1 occurrence every 4 calendar months. Repeated technical issues may result in removal from sessions until suitable equipment for participation is in place.

6.7 Tutor Gym reserves the right to refuse participation where engagement expectations are not met.

6.8 We operate a strict mobile phone policy. Mobile phones are not permitted to be used during lessons, as they can disrupt learning and focus. If a mobile phone is used during a session without the express permission of the tutor, the student may be removed from the lesson. This operates at the discretion of the tutor.

## **7. Recording for Safeguarding**

7.1 Tutor Gym operates strict safeguarding and child protection procedures. All sessions are recorded for safeguarding, training, and quality assurance purposes. Student video images are not displayed in shared recordings; however, student audio may be captured as part of the session.

7.2 Safeguarding concerns may be shared with relevant authorities in accordance with legal obligations.

Further details are set out in Tutor Gym's Safeguarding Policy.

## **8. Liability**

8.1 Tutor Gym shall not be responsible for technical issues outside its reasonable control, including but not limited to internet connectivity failures, device malfunction, power outages, or third-party platform disruptions.

8.2 While Tutor Gym aims to provide high-quality academic support, no guarantee is made regarding specific academic outcomes, grades, or examination results.

8.3 Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

## **9. Statutory Cooling-Off Period**

9.1 In accordance with the Consumer Contracts Regulations 2013, parents or guardians have the right to cancel their subscription within 14 days of purchase without giving a reason.

9.2 If sessions have been attended during the cooling-off period, Tutor Gym reserves the right to deduct a proportionate amount reflecting the services already delivered before issuing any refund.

9.3 To exercise the right to cancel within the cooling-off period, notice must be provided in writing.

# **E-SAFETY POLICY**

## **Tutor Gym**

### **1. Purpose**

At Tutor Gym, we are committed to creating a safe, supportive, and engaging online learning environment for all students.

This policy explains how our online sessions work and what we expect from students to ensure everyone gets the most out of their learning experience.

### **2. Approved Platforms for Communication**

All Tutor Gym sessions take place on secure, approved platforms (such as Zoom or similar).

For safeguarding reasons, all communication between tutors and students takes place within Tutor Gym systems. Tutors will never contact students through personal accounts or external platforms.

### **3. Tutor Environment**

All Tutor Gym tutors deliver sessions in a professional and appropriate setting. Tutors will have their cameras and microphones on during sessions. Backgrounds will be neutral, blurred, or Tutor Gym branded and tutors will always present themselves professionally. This helps create a consistent and focused learning experience for students.

### **4. Student Participation: Cameras and Audio**

To support learning, safeguarding, and interaction, students are expected to:

- Join sessions using a device with a working camera and microphone
- Keep their camera switched on during sessions
- Always be ready to speak and take part

Microphones may be muted when not speaking but should always be available for participation.

These expectations are set out for safeguarding and effective learning.

### **5. Individual Circumstances (Camera Use)**

Tutor Gym requires all students to have their cameras on as standard.

Adjustments will only be considered in exceptional circumstances (for example, severe anxiety), and must be agreed in advance by a parent or guardian at the point of membership registration with Tutor Gym (contact: [jessie@tutorgym.co.uk](mailto:jessie@tutorgym.co.uk)).

Where an adjustment is approved, it will be formally recorded on the student's account and tutors will be informed in advance. Arrangements may be reviewed periodically.

Requests made during or after sessions will not be accepted.

## **6. Technical Requirements**

Students must have access to a suitable device with a functioning camera and microphone for ongoing participation.

In the event of a genuine technical issue, students may attend without a camera on a temporary basis only. A working microphone is still required.

All technical issues are recorded and are limited to a fair and reasonable basis of 1 occurrence every 4 calendar months. Repeated technical issues may result in removal from sessions until suitable equipment for participation is in place.

## **7. Chat and Communication**

Chat features are provided to support learning and collaboration. Students should use chat appropriately and respectfully.

Private or personal messaging is not permitted and contact details should not be shared on the chat under any circumstances.

## **8. Behaviour & Phones**

Students are expected to behave respectfully at all times. Only appropriate, learning-related content should be shared. Disruptive or inappropriate behaviour may result in removal from a session.

The use of mobile phones is strictly prohibited during lesson times, unless expressly instructed by the tutor.

## **9. Recording and Safeguarding**

All Tutor Gym sessions are recorded as part of our safeguarding, quality assurance, and training processes.

By taking part in sessions, you agree to this as part of our commitment to keeping students safe.

## **10. Meeting Expectations**

Our goal is to create a positive and productive environment for every student.

Where expectations are not met and no prior agreement is in place, students may be removed from a session in line with our Terms and Conditions.

# **SAFEGUARDING & CHILD PROTECTION POLICY**

## **Tutor Gym**

### **1. Policy Statement**

Tutor Gym is committed to safeguarding and promoting the welfare of children and young people. We recognise that safeguarding is everyone's responsibility and that all children have the right to learn in a safe, supportive, and respectful environment.

This policy applies to all staff, tutors, contractors, and anyone working on behalf of Tutor Gym.

### **2. Scope**

This policy applies to all online tutoring sessions delivered by Tutor Gym, all communication with students (including those under the age of 18), all Tutor Gym staff, tutors, and founders, and all platforms used to deliver tutoring services (for example, Zoom).

### **3. Key Principles**

Tutor Gym places the best interests of the child at the centre of all decision-making. We maintain clear professional boundaries at all times, ensure safe recruitment and appropriate training for all tutors, and act promptly and appropriately on any safeguarding concerns. Our safeguarding approach aligns with current UK safeguarding legislation and statutory guidance.

### **4. Recognising Safeguarding Concerns**

Safeguarding concerns may arise in a range of ways, including disclosures made by a child, noticeable changes in behaviour, signs of distress or anxiety, inappropriate communication, or concerns observed during online tutoring sessions.

Tutors must remain vigilant and report concerns promptly. Tutors must not attempt to investigate safeguarding concerns themselves.

Tutor Gym appoints a Safeguarding Co-ordinator with overall responsibility for safeguarding. This person is responsible for receiving and responding to safeguarding concerns, liaising with parents and external agencies where required, and ensuring safeguarding training remains up to date.

Safeguarding Coordinator: Jessie Fitzhenry  
Contact: jessie@tutorgym.co.uk

## **5. Responding to a Disclosure**

If a child discloses a safeguarding concern, tutors should listen calmly and carefully, avoid asking leading questions, and never promise confidentiality. The child should be reassured that they have done the right thing. The concern should be recorded factually and reported immediately to the Safeguarding Coordinator.

## **6. Reporting Concerns**

All safeguarding concerns must be reported immediately to the Safeguarding Coordinator. If a concern involves the Safeguarding Coordinator, it must be reported to the Company Director or an appropriate external authority without delay. All safeguarding concerns are securely recorded on an internal log to ensure accurate monitoring and to support each pupil's safety and wellbeing

Company Director: Alex Parkin  
Contact: alex@tutorgym.co.uk

## **7. Online Safeguarding**

As Tutor Gym delivers tuition online, all sessions are conducted using approved platforms only. Communication is professional and appropriate at all times, and sessions follow strict safeguarding protocols.

Recording and monitoring arrangements support safeguarding and quality assurance, in line with Tutor Gym policies.

(See Online Safety Policy.)

## **8. Safer Recruitment**

Tutor Gym follows safer recruitment practices to help prevent unsuitable individuals from working with children. This includes identity checks, Enhanced DBS checks, reference checks, and mandatory safeguarding training.

## **9. Confidentiality and Information Sharing**

Information is shared on a need-to-know basis and in accordance with data protection law. Where a child is at risk of harm, safeguarding considerations override confidentiality.

## **10. Review**

This policy is reviewed annually and following any safeguarding incident or significant change in guidance or practice.

# **USER PRIVACY POLICY**

## **Tutor Gym**

### **1. Introduction**

Tutor Gym is committed to protecting the privacy and personal data of students, parents and guardians. We process personal data fairly, lawfully, and transparently, and we only collect information that is necessary for the delivery of our services and compliance with our legal obligations.

### **2. Information We Collect**

Tutor Gym may collect and process personal data relating to students, parents or guardians, and tutors.

For students, this may include name, date of birth, age or school year, educational needs or learning information relevant to tutoring, attendance records, session participation data, academic progress notes, and audio captured during recorded sessions.

For parents or guardians, this may include name, email address, telephone number, billing address, and payment-related information.

Where safeguarding concerns arise, we may process sensitive personal data in accordance with legal obligations.

### **3. How We Use Personal Data**

Personal data is used to deliver tutoring services, manage bookings and payments, communicate with students and parents, monitor session attendance and performance, safeguard children and young people, carry out quality assurance and training, improve our services, and comply with legal and regulatory obligations.

We may also use limited geographic or usage data in aggregated and anonymised form for service planning and marketing analysis. We do not use children's personal data for targeted advertising.

### **4. Legal Basis for Processing**

Tutor Gym processes personal data under one or more of the following lawful bases:

Processing is necessary for the performance of a contract, including the provision of tutoring services and tutor engagement.

Processing is necessary to comply with legal obligations, including safeguarding and child protection duties.

Processing is necessary for legitimate interests, including quality assurance, service improvement, fraud prevention, and business administration, provided such interests do not override the rights of data subjects.

Where required, processing is based on consent, for example in relation to certain uses of recorded sessions.

Where special category data is processed, this is done in accordance with Article 9 UK GDPR and relevant safeguarding legislation.

## **5. Session Recording and Monitoring**

All online tutoring sessions are recorded for safeguarding, training, and quality assurance purposes.

Student video images are removed or not displayed in shared recordings. However, student audio may remain audible where captured during the live session.

Recordings are accessible only to students who attended the relevant session and to authorised Tutor Gym personnel, including safeguarding leads, senior management, and quality assurance reviewers.

Recording is a condition of participation in Tutor Gym sessions. Further details are set out in the Recording and Monitoring Policy.

## **6. Data Storage and Security**

Tutor Gym takes appropriate technical and organisational measures to protect personal data from unauthorised access, loss, misuse, alteration, or disclosure.

Access to personal data is restricted to authorised individuals who require access for legitimate business purposes. We use reputable third-party software providers to support service delivery and ensure appropriate safeguards are in place.

## **7. Data Retention**

Personal data is retained only for as long as necessary to fulfil the purposes for which it was collected.

Student records are retained while a student is actively enrolled and for a limited period thereafter to allow for administrative, safeguarding, or legal requirements.

Safeguarding records are retained in accordance with statutory guidance.

Financial and accounting records are retained in line with legal and tax requirements.

Session recordings are retained for a defined period in accordance with the Recording and Monitoring Policy.

## **8. Data Sharing**

Tutor Gym does not sell personal data.

Personal data may be shared with tutors where necessary to deliver tutoring services. Data may also be shared with payment providers to process transactions and with professional advisers where necessary.

Personal data may be disclosed where required by law, regulation, or safeguarding obligation.

All data sharing is carried out in accordance with UK data protection law.

## **9. Individual Rights**

Individuals have the right, subject to applicable legal limitations, to request access to their personal data, request rectification of inaccurate data, request erasure where appropriate, restrict or object to certain processing, and request data portability where applicable.

Requests may be made in writing using the contact details below.

Individuals also have the right to lodge a complaint with the Information Commissioner's Office (ICO).

## **10. Contact**

For questions, requests, or concerns relating to privacy, please contact:

Harry Clark  
Email: [harry@tutorgym.co.uk](mailto:harry@tutorgym.co.uk)

# **DATA PROTECTION POLICY**

## **Tutor Gym**

### **1. Purpose**

This policy sets out how Tutor Gym ensures compliance with UK GDPR and protects personal data handled by staff and tutors. This policy is reviewed annually and updated where necessary to reflect changes in legislation or practice.

### **2. Responsibilities**

All staff and tutors are responsible for handling personal data lawfully and responsibly. Access to personal data must be limited to what is necessary to perform their role. Login details must be kept secure at all times, and any suspected or actual data breaches must be reported immediately.

### **3. Data Access**

Access to personal data is role-based and restricted to authorised individuals. Tutors are only permitted to access information relevant to the students they teach. Administrative access to systems and data is limited and carefully controlled.

### **4. Data Breaches**

A data breach may include the loss of data, unauthorised access to personal information, or the accidental disclosure of data. All suspected or confirmed data breaches must be reported immediately to the Director or the Safeguarding Co-ordinator.

### **5. Breach Response**

In the event of a data breach, Tutor Gym will assess the level of risk, take steps to secure the data, and notify affected individuals where required. Where necessary, breaches will be reported to the Information Commissioner's Office within 72 hours, in line with legal requirements.

### **6. Training**

All tutors and staff receive data protection guidance as part of their induction, along with ongoing reminders and updates to ensure continued compliance.

# **SAFER RECRUITMENT POLICY**

## **Tutor Gym**

### **1. Commitment**

Tutor Gym is committed to safer recruitment and to preventing unsuitable individuals from working with children and young people. We take every reasonable step to ensure that those who work with students are appropriate, qualified, and safe to do so.

### **2. Recruitment Process**

Tutor Gym follows a structured recruitment process. This includes an application and interview stage - which may include sample lessons - identity verification, right-to-work checks, the taking up of references, and DBS checks where required and appropriate for the role.

### **3. Training and Induction**

All tutors are required to complete safeguarding training, online safety training, and a policy induction before delivering tutoring sessions.

This ensures tutors understand their responsibilities and Tutor Gym's expectations from the outset.

### **4. Ongoing Monitoring**

Tutor Gym monitors tutor performance on an ongoing basis and responds promptly to any concerns that arise. Where necessary, tutors may be suspended from delivering sessions while concerns are investigated.

Management may enter any lesson at any time to observe and ensure high standards of teaching, learning, and pupil support are being maintained.

### **5. Record Keeping**

Recruitment and vetting records are stored securely and managed in line with data protection law.

# COMPLAINTS POLICY

## Tutor Gym

### 1. Purpose

Tutor Gym is committed to providing a high-quality tutoring service. We recognise that concerns may arise and aim to handle complaints fairly, promptly, and professionally.

### 2. What Is a Complaint?

A complaint may relate to tutoring quality, tutor conduct, safeguarding concerns, communication or administration, or billing or scheduling issues.

Safeguarding concerns should be reported immediately and will be managed in line with Tutor Gym's safeguarding procedures. See the Safeguarding Policy.

### 3. Informal Resolution

We encourage parents to raise concerns informally in the first instance by contacting Tutor Gym. Many issues can be resolved quickly at this stage.

**Email:** [harry@tutorgym.co.uk](mailto:harry@tutorgym.co.uk)

We aim to respond to informal concerns within three working days.

### 4. Formal Complaint

If a concern cannot be resolved informally, a formal complaint may be submitted in writing by email or by post. Formal complaints will be acknowledged within 5 working days, reviewed by a senior member of the Tutor Gym team, and responded to in writing within 10 working days where possible.

Tutor Gym  
Unit 14  
Plato Close  
Leamington Spa  
CV34 6YA

### 5. Outcomes

Depending on the nature of the complaint, outcomes may include an explanation or apology, a change of tutor, service improvements, or a refund or credit where appropriate.

## **6. Record Keeping**

All complaints are recorded and reviewed to help improve Tutor Gym's services.

# **RECORDING & MONITORING POLICY**

## **Tutor Gym**

### **1. Purpose**

This policy explains how Tutor Gym uses recording and monitoring to support safeguarding, maintain tutor quality, and improve our services.

Recording and monitoring may be used to support safeguarding and child protection, quality assurance, tutor training and support, and the investigation of complaints or concerns.

### **2. What May Be Recorded or Monitored**

Tutor Gym may record online tutoring sessions, use transcripts or automated notes, and monitor session activity. Student audio may be included in recordings.

### **3. Notification and Lawful Basis**

Parents and guardians are informed in advance that all sessions are recorded as part of Tutor Gym's safeguarding and quality assurance framework.

Recording is a condition of participation in Tutor Gym sessions. Recording is never covert or secret.

### **4. Access to Recordings**

All online tutoring sessions are recorded for safeguarding, training, and quality assurance purposes, as well as for educational purposes to share the recordings with participating students.

Student video images are removed or not displayed in the shared recording. However, student audio may remain audible where captured during the live session.

Recordings are accessible to students who attended the relevant session and to authorised Tutor Gym personnel, including the Safeguarding Co-ordinator, senior management, and quality assurance reviewers.

Access is controlled through Tutor Gym systems. Recordings are not publicly available and are not accessible to individuals who did not attend the session,

except authorised Tutor Gym personnel for legitimate safeguarding, training, or quality purposes.

## **5. Storage and Retention**

Recordings are stored securely, retained only for a limited period, and deleted when they are no longer required.

## **6. Student Privacy**

Tutor Gym takes steps to minimise the amount of data recorded and to protect student privacy at all times. Access to recordings is restricted, and privacy is respected wherever possible.

## **7. Concerns**

Any concerns about recording or monitoring should be raised with Tutor Gym immediately.

Contact: [harry@tutorgym.co.uk](mailto:harry@tutorgym.co.uk)

# **EQUALITY, DIVERSITY & INCLUSION (EDI) POLICY**

## **Tutor Gym**

### **1. Statement of Commitment**

Tutor Gym is committed to equality, diversity, and inclusion. We aim to create a learning environment where all students feel respected, supported, and able to succeed.

### **2. Scope**

This policy applies to all students, parents, tutors, staff, and contractors engaged with Tutor Gym.

### **3. Equality and Fair Treatment**

Tutor Gym does not discriminate on the basis of age, disability, gender or gender identity, race or ethnicity, religion or belief, sexual orientation, or socio-economic background. We are committed to fair and respectful treatment for all members of our community.

### **4. Inclusion and Accessibility**

Tutor Gym seeks to make reasonable adjustments where possible and to consider individual learning needs. We aim to support students with special educational needs where appropriate and within the scope of our services.

### **5. Tutor Responsibilities**

Tutors are expected to treat all students fairly, adapt teaching approaches where reasonable, and challenge discriminatory behaviour in line with Tutor Gym policies.

### **6. Concerns and Complaints**

Any concerns relating to equality, inclusion, or discrimination will be handled in line with Tutor Gym's Complaints Policy.

### **7. Review**

This policy is reviewed annually and updated where necessary.

# HEALTH & SAFETY POLICY

## Tutor Gym

### **1. Policy Statement**

Tutor Gym recognises its responsibility to ensure the health, safety, and wellbeing of staff, tutors, and students while delivering online tutoring services.

### **2. Scope**

This policy applies to online tutoring sessions, remote working arrangements, and tutor working environments.

### **3. Tutor Responsibilities**

Tutors are responsible for working in a safe and appropriate environment, managing screen time and taking regular breaks, maintaining a professional and safe setup, and reporting any concerns relating to wellbeing or safety.

### **4. Student Safety**

Tutor Gym promotes student safety through clear online behaviour expectations, safe use of online platforms, and the consistent application of safeguarding procedures.

### **5. Wellbeing**

Tutor Gym encourages reasonable workloads, appropriate breaks between sessions, and provides support where tutors experience stress or burnout.

# DATA RETENTION SCHEDULE

## Tutor Gym

### 1. Purpose

This schedule sets out how long Tutor Gym retains different categories of personal data, in line with UK GDPR and safeguarding requirements.

### 2. Retention Periods

Student records (learning notes, attendance):

Retained while the student is active with Tutor Gym and for up to 12 months after services end.

Session recordings (where used):

Retained for 60 days from the date of recording unless required for a longer period due to safeguarding concerns, complaint investigation, or legal obligation.

Safeguarding records:

Retained in line with legal and safeguarding requirements and kept separately from general student records.

Parent contact and billing information:

Retained for the duration of the service and in line with financial record-keeping obligations.

Tutor recruitment and vetting records:

Retained for the duration of engagement and for a limited period thereafter, in line with legal requirements.

### 3. Secure Disposal

Data is securely deleted or anonymised once retention periods expire.

### 4. Review

This schedule is reviewed annually and updated where required.

# **STUDENT ACCEPTABLE USE POLICY**

## **Tutor Gym**

### **1. Purpose**

This policy sets out clear expectations for how students should behave when taking part in Tutor Gym's online tutoring sessions in order to ensure a safe, respectful, and productive learning environment for all participants.

### **2. Scope**

This policy applies to all students attending Tutor Gym online tutoring sessions and to their use of Tutor Gym platforms, systems, and tools.

### **3. Expected Behaviour**

Students are expected to treat tutors and other students with respect at all times. Students must follow tutor instructions, use appropriate language, and engage positively in learning activities. Behaviour should contribute to a supportive and focused classroom environment.

We operate a strict mobile phone policy. Mobile phones are not permitted to be used during lessons, as they can disrupt learning and focus. If a mobile phone is used during a session without the tutor's specific permission, then the tutor may remove the pupil from the lesson at their discretion.

### **4. Online Conduct**

Students must use chat and messaging tools solely for learning-related purposes. Inappropriate language, content, or behaviour is not permitted. Students must not attempt to disrupt sessions, misuse platform features, interfere with other participants, or share inappropriate material during sessions.

### **5. Consequences**

Where behaviour does not meet the standards set out in this policy, Tutor Gym may issue a warning, remove a student from a session, or review the student's continued participation where concerns persist.

Parents or guardians will be informed where appropriate.

Removal from a session due to behaviour may result in the loss of that session credit in accordance with the User Terms and Conditions.

## **6. Safeguarding**

Any safeguarding concerns arising during sessions will be managed in accordance with Tutor Gym's Safeguarding and Child Protection Policy and Online Safety Policy.

## **7. Review**

This policy is reviewed annually and updated where necessary.

# **SCHOOL PARTNERSHIPS POLICY**

## **Tutor Gym**

### **1. Purpose**

1.1 This policy sets out how Tutor Gym works in partnership with schools to deliver live online tutoring to pupils. It explains how places are set up, how sessions are delivered, how pupils take part, how payment and contracts work, and how responsibilities are shared between the school and Tutor Gym.

1.2 This Schools Policy should be read alongside Tutor Gym's wider User Policy Pack.

### **2. The Service We Provide to Schools**

2.1 Tutor Gym provides live, small-group online tutoring sessions delivered by specialist tutors, designed to support and supplement learning aligned with the UK curriculum.

2.2 Pupils enrolled through a school join the same live timetable as all other users. Sessions are not delivered as separate, school-only classes unless otherwise agreed.

2.3 Every Tutor Gym class is capped at a maximum of 10 students to allow for greater attention, interaction, and personalised support.

2.4 Tutor Gym is a supplementary educational service and is not intended to replace full-time schooling, formal education provision, or any of the school's own statutory responsibilities.

### **3. Membership & Pupil Places**

3.1 The school agrees with Tutor Gym the number of memberships and the membership type for each place at onboarding. Membership types are Homework Club, Core, or Unlimited.

3.2 The agreed number of pupils may each create their own account. Tutor Gym cannot set up new accounts, but can only verify existing accounts. The school must inform Tutor Gym of the email address that will be used as the login for each pupil so that Tutor Gym can assign the correct membership type to the correct account.

3.3 Memberships are allocated by Tutor Gym on the basis of the information provided by the school. It is the school's responsibility to ensure the email addresses supplied are accurate and appropriate for the intended pupils.

3.4 Each member is provided with access to the timetable and session entitlements according to their membership tier (see User Terms & Conditions).

#### **4. Timetable & Supervision**

4.1 Sessions for school-enrolled pupils take place outside of school hours. Because of this, pupils may join independently from home on their own device. A member of school staff is not required to supervise pupils during sessions.

4.2 As pupils join independently, parents and guardians are responsible for the pupil's environment and supervision at home during sessions, in line with Tutor Gym's User Terms & Conditions and E-Safety Policy.

#### **5. Participation & Conduct**

5.1 Pupils enrolled through a school are subject to the same expectations as all Tutor Gym students. These are set out in full in the User Terms & Conditions, the E-Safety Policy, and the Student Acceptable Use Policy.

5.2 This includes the requirement to join using a device with a working camera and microphone, to keep cameras switched on during sessions, to behave respectfully, and to follow Tutor Gym's mobile phone and chat rules.

5.3 Tutor Gym reserves the right to remove a user from a session where behaviour is disruptive, inappropriate, or compromises the learning environment of others, in line with our standard policies.

#### **6. Safeguarding**

6.1 Tutor Gym is committed to safeguarding and promoting the welfare of all children. Safeguarding is managed in accordance with Tutor Gym's Safeguarding Policy, which applies in full to pupils enrolled through schools.

6.2 All sessions are recorded for safeguarding, training, and quality assurance purposes, as set out in the Recording & Monitoring Policy. Recording is a condition of participation.

6.3 Any safeguarding concern or complaint arising during a Tutor Gym session must be raised by tutors to the Tutor Gym Safeguarding Co-ordinator in the first instance,

not to the school, and will be managed by Tutor Gym in accordance with its Safeguarding Policy and Complaints Policy.

This is because Tutor Gym sessions are attended by pupils from multiple schools at the same time. Where a safeguarding issue arises, Tutor Gym must be made aware as soon as possible so that it can act quickly to protect every pupil involved. Routing such concerns through an individual school first would risk delay. Tutor Gym will inform the relevant school, and liaise with parents, guardians, and external authorities, as appropriate.

Tutor Gym's Safeguarding Co-ordinator is Jessie Fitzhenry ([jessie@tutorgym.co.uk](mailto:jessie@tutorgym.co.uk)). Where a safeguarding concern arises in relation to a pupil, Tutor Gym will act in accordance with its safeguarding obligations.

6.4 Tutor Gym follows safer recruitment practices for all tutors, including identity checks, Enhanced DBS checks, reference checks, and mandatory safeguarding training, as set out in the Safer Recruitment Policy.

## **7. Data Protection**

7.1 In respect of pupil personal data shared by the school for the purpose of delivering tutoring, the school is the Data Controller and Tutor Gym acts as the Data Processor.

7.2 Tutor Gym processes pupil data only on the documented instructions of the school and only to the extent necessary to deliver the agreed services, in accordance with UK GDPR and the Data Protection Act 2018.

7.3 Tutor Gym applies appropriate technical and organisational measures to protect personal data, restricts access to authorised personnel, and processes data in line with its Privacy Policy, Data Protection Policy, and Data Retention Schedule.

7.4 Tutor Gym will assist the school in responding to data subject requests and will report any personal data breach to the school without undue delay.

7.5 The specific terms of the controller-processor relationship may be set out in a separate data processing agreement where required by the school.

## **8. Reporting & Feedback Data**

8.1 Schools receive attendance and engagement reports for their enrolled pupils, allowing the school to monitor uptake and participation.

8.2 Schools will receive these at mutually agreed intervals, such as termly. This will be set out upon onboarding.

8.3 Reports are provided as agreed at onboarding and are shared securely with the school's nominated contact.

## **9. Payment**

9.1 Schools may pay either by monthly invoice or by Direct Debit, depending on the school's preference and by arrangement with Tutor Gym.

9.2 Payment terms, including the agreed number of places and membership types, are confirmed at onboarding.

9.3 Failure to make payment in accordance with the agreed terms may result in suspension or termination of pupil access.

9.4 Schools may increase the number of pupil places at any point during the month, with the additional places taking effect immediately. A decrease in the number of pupil places is subject to the notice period set out in clause 10. Where a school is under a longer-term contract, the same rules apply.

9.5 Pricing may be based on the agreed number of pupil places. Where pupil numbers decrease, Tutor Gym reserves the right to review and increase the cost per pupil to reflect the revised numbers.

## **10. Contract Term & Cancellation**

10.1 School partnerships operate on a rolling monthly basis.

10.2 A school may terminate their contract by providing 30 days' written notice from the 1st of the month. If notice is given mid-month, then the notice period extends for the rest of that month and runs to the end of the following month. Access for enrolled pupils will continue during the notice period.

## **11. Pupil Allocations**

11.1 A school may re-allocate their paid membership place to a different pupil. This can be done at any time with 7 days' written notice. This is operated independently of the calendar month, as payment continues uninterrupted.

11.2 Tutor Gym reserves the right to suspend or terminate access with immediate effect where there are safeguarding concerns, serious behavioural breaches, non-payment, or other material breaches of Tutor Gym's policies and terms.

No refunds are provided for unused sessions during the notice period.

## **11. Roles & Responsibilities**

11.1 The school is responsible for:

- Providing accurate user login email addresses and agreed membership type according to each user.
- Communicating with parents and guardians regarding their pupil's participation.
- Acting as Data Controller for pupil data shared with Tutor Gym.

Tutor Gym is responsible for:

- Recording sessions and safeguarding pupils in line with its policies.
- Providing attendance and engagement reporting to the school.
- All other responsibilities as outlined in the Policy Pack.

The school becomes the primary point of contact for Tutor Gym where necessary.

## **12. Contact**

The main contact for schools is:

Harry Clark

Email: [harry@tutorgym.co.uk](mailto:harry@tutorgym.co.uk)

## **13. Review**

This policy is reviewed annually and updated where necessary to reflect changes in legislation, guidance, or practice.