

# **TERMS AND CONDITIONS**

ACADEMIC YEAR 2024-2025

TUTE EDUCATION

HALLADALE HOUSE, CHESTER BUSINESS PARK, CHESTER, CH49QT

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#### 1.1 INTRODUCTION AND SCOPE

Tute Education ("Tute") provides flexible, scalable, and cost-effective learning solutions that fill critical gaps in today's education system, ensuring that every student receives the support they need to succeed – all with no contract or commitment.

Tute's qualified, specialist teachers deliver alternative provision and interventions, live, to students in key stages 1–5 through our purpose-built online learning platform. instream education.

Tute works with schools, local authorities, and non-mainstream settings (the "partner") to deliver curriculum-based solutions tailored to student needs, partner priorities, and budget requirements. Tute's service model includes shared and private provision.

While Tute is responsible for delivering education, the ultimate responsibility for student welfare and supervision rests with the partners.

#### 1.2 Safeguarding

#### 1.3 Safeguarding policy and statement

- 1.3.1 Tute is committed to safeguarding all students, with clear processes to address safeguarding concerns as outlined in Tute's safeguarding policy, available on our website.
- 1.3.2 This policy details Tute's commitment to child protection and the procedures we follow to ensure student safety.
- 1.3.3 In the event of a safeguarding concern, Tute will contact the designated safeguarding contact at the partner partner immediately, or as soon as possible.
- 1.3.4 Should Tute disagree with the safeguarding decision made by the partner, Tute reserves the right to escalate the matter to the Multi-Agency Safeguarding Hub (MASH) at the relevant local authority to ensure that safeguarding actions are aligned with best practice and statutory requirements.

#### 1.4 Safeguarding contact requirement

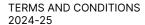
- 1.4.1 Tute requires each partner to provide a designated safeguarding contact before any student is enrolled in a shared or private provision. This designated contact will receive notifications of safeguarding concerns related to individual students.
- 1.4.2 Partners may also designate an additional safeguarding contact, who will receive notifications alongside the primary contact.
- 1.4.3 Tute reserves the right to deny service if a safeguarding contact is not provided.
- 1.4.4 Tute's Safeguarding Policy is available on our website, detailing our commitment to child protection and the processes we follow to address safeguarding issues.

#### 1.5 Safeguarding communication and escalation

1.5.1 In the event of a safeguarding concern, Tute will contact the designated safeguarding contact at the partner partner immediately, or as soon as possible.

#### 1.6 Risk assessments for home access

1.6.1 Tute highly recommends that partners conduct a risk assessment for students accessing lessons from home.



- 1.6.2 Sample risk assessment guidelines can be accessed through the Partner Hub (link).
- 1.6.3 Partners are responsible for providing online safety guidance to families. However, Tute offers students an online safety programme as part of our enrichment Wednesday provision.

#### 1.7 OVERALL RESPONSIBILITIES

#### 1.8 Division of responsibility: clarity and collaboration

- 1.8.1 Tute and the partner work collaboratively, with Tute responsible for the delivery of lessons and adherence to educational and safeguarding standards.
- 1.8.2 However, Tute's role is advisory in areas concerning suitability or provision, supervision, environment, and specific student support needs.
- 1.8.3 Partners are responsible for ensuring that students are prepared, safe, and appropriately supported to access Tute's services.

#### 1.9 Tute's responisbilies

- 1.9.1 Tute is dedicated to delivering a high-quality educational experience and adheres to all relevant policies and procedures to support student safety and engagement. Tute agrees to:
  - 1.9.1.1 Deliver live lessons by qualified teachers to meet the educational needs of students as commissioned
  - 1.9.1.2 Provide partners with an account manager to be partners main point of contact at Tute
  - 1.9.1.3 Advise and make recommendations to partners on suitable curriculums and programmes based on student needs and engagement
  - 1.9.1.4 Allow usage of curriculums with any students, at any time, and in any combination
  - 1.9.1.5 Provide access to partners and others in partners partner to access partners partner portal in Tute's platform. Access to the allows partners to view and report on, but not limited to:
  - Attendance data

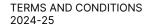
- Lesson playbacks
- Progress and engagement information
- Suggestions for further student progress

- 1.9.1.6 Deliver ongoing IT and admin support to users
- 1.9.1.7 Use student information provided to deliver suitable provision
- 1.9.1.8 Raise safeguarding concerns promptly with the designated safeguarding contact at the commissioning partner
- 1.9.1.9 Follow Tute's safeguarding and child protection policies at all times in the interest of student welfare
- 1.9.1.10 Provide partners with attendance data and notifications
- 1.9.1.11 Be responsive to partners' needs and organise frequent review meetings to ensure that partners and students are getting the best of the service
- 1.9.2 Please refer to the curriculum overview and terms of use for details on curriculums, what is included and any specific terms of use

#### 1.10 Partners' responsibilities

- 1.10.1While Tute is committed to delivering quality lessons and supporting students to achieve their potential, the ultimate responsibility for student welfare, safety, attendance, and readiness to access online learning rests with the partner. The partner agrees to:
  - 1.10.1.1 Designate a safeguarding contact to Tute and ensure they are available for safeguarding notifications, discussions, and emergencies
  - 1.10.1.2 Encourage and, where possible, ensure that students attend the lessons scheduled in their timetable
  - 1.10.1.3 Provide Tute with all the information it needs about students e.g. SEND information
  - 1.10.1.4 Ensure each student has a safe and appropriate learning environment, particularly if accessing from home
  - 1.10.1.5 Conduct risk assessments for students accessing lessons from home
  - 1.10.1.6 Provide students with the necessary equipment and support to access

    Tute's services



- 1.10.1.7 Address any supervision needs when students are learning remotely, especially for safeguarding and optimal learning support
- 1.10.1.8 Follow up on safeguarding concerns raised by Tute to ensure appropriate actions are taken
- 1.10.1.9 Access attendance data and act on any concerns
- 1.10.1.10 Provide families with online safety guidance to support secure access to Tute
- 1.10.1.11 Attend review meetings to discuss the effectiveness of the service, the provision, and student progress and attendance
- 1.10.1.12Pay invoices within 14 days from the date of issue, following Tute's payment terms

#### 1.11 TUTE USAGE OPTIONS

1.11.1 When a partner becomes a partner with Tute, partners will have chosen of the following usage options

#### 1.12 In all cases (apart from Private Courses purchase)

- 1.12.1Partners do not pay any amount upfront
- 1.12.2 Partners can use any curriculum, in any mix, with any students, at any time (see specific curriculum terms)
- 1.12.3Each half term, Tute will calculate partners usage in that period and will send partners a breakdown of this along with an invoice for the toal amount owed
- 1.12.4Partners will pay the invoice in line with the payment terms (14 days)
- 1.12.5 Tute will continue to do this at the end of each half term
- 1.12.6Periodically, Tute will invite partners to a meeting with partners parnter manager to discuss provision, to gain feedback and to ensure that partners are getting the best out of Tute

#### 1.13 Course purchase (in advance)

- 1.13.1 Partners initial purchase is for a Private Tute Course
- 1.13.2Tute will provide partners with an invoice for the amount totalling what partners have ordered
- 1.13.3Partners will pay the invoice in line with the payment terms (14 days)
- 1.13.4Tute Courses must be paid for in advance of the course start date
- 1.13.5Partners can also use any other curriculum at any time with any students (see 3.1)
- 1.13.6A Tute account can be created for each of partners students
- 1.13.7 Periodically, Tute will invite partners to a meeting with partners account manager to discuss provision, to gain feedback and to ensure that partners are getting the best out of Tute

#### 1.14 CONDITIONS OF CURRICULUM USAGE

1.14.1 A partner can use any of Tute's curriculums, with any students, in any mix, and at any time. The below details some terms of use that apply specifically to individual curriculums:

### 1.15 Shared provision

Pay per student, per lesson. Tute chooses time and content. Students join from different partners. Student in same partner can join.

SHARED PROVISION		
1.15.1Virtual School	1.15.2Courses	1.15.3Tute Go
KS1 – KS4	KS3-KS5	KS1-KS5
A timetable of lessons in core subjects with a choice of differentiated programmes, mapped to the National Curriculum.	A choice of subjects at KS3, GCSE and A level. The former covers NC requirements, the latter exam spec content in one or two years.	Targeted programmes of lessons built as interventions to support enrichment, extension, catch-up and revision from KS1-KS5.
<ul> <li>Live lessons</li> <li>Choice of 2-22 lessons per week</li> <li>Progress 8 and non-core subjects</li> <li>Qualified teachers</li> <li>Playback</li> <li>Scheme of Learning</li> <li>Individual progress tracker</li> </ul>	<ul> <li>Live lessons</li> <li>2/4 lessons per week (45 min GCSE, 60 min A level)</li> <li>Progress 8 and non-core subjects</li> <li>Qualified teachers</li> <li>Playback</li> <li>Scheme of learning</li> <li>Shared progress tracker</li> </ul>	<ul> <li>Live lessons</li> <li>1-2 lessons per week per programme</li> <li>Core and exam subjects</li> <li>Qualified teachers</li> <li>Playback</li> <li>Scheme of Learning</li> <li>Shared progress tracker</li> <li>Attendance data</li> </ul>

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- Safeguarding
- Data dashboard
- Enrolment in 48 hours

#### Attendance data

- Safeguarding
- Spaces
- Independent learning (approx. 3 hours, more if needed)
- Homework
- Assessment
- Marked assignments
- Progress reports
- Data dashboard
- Enrolment in 48 hours if course running

- Safeguarding
- Independent learning when appropriate
- Homework when appropriate
- Data dashboard
- Enrolment in 48 hours if programme running

- Annual fixed timetable structured on a half-termly basis
- Join at any point during a half term
- Enrol student/s to one or more programmes, in any combination\*
   providing they do not clash
- Programmes are delivered as a fixed unit and cannot be split e.g. if enrolling a student onto Programme A, the students will take a place in both Monday and

- Annual fixed timetable structured with completion in one or two years
- Join at any point during a half term
- Student/s may be enrolled onto one or more courses providing the timetable allows
- The price represents one place for one student in one lesson of one course

- Fixed timetable with varied programmes structured on a half-termly basis
- Book during the previous half term
- Join at the beginning of a half term
- Enrol student/s to one or more programmes, providing they do not clash
- To ensure coverage of SoL whilst accommodating the different half-term durations, some programmes may vary in lesson numbers some weeks



Tuesday's lessons and thus will be charged

- The price represents one place for one student in one lesson of one programme
- Access to SoLs can be provided by Tute two weeks before the active half term
- The cost of all places to the end of the half term in all programme/s enrolled will be charged regardless of student attendance
- \*enrolling into Progress and Progress + in the same subject is not recommended

- A progress report will be written at the end of the first full half term following enrolment and thereafter
- Students are required to complete the independent learning activities to ensure that the specification content is covered
- Tute recommends that the partner timetables sessions for the independent learning activities to be completed
- Partners are responsible for:
- Ensuring access to and acceptance at an exam centre for the specific exam board
- 2.Entering the student/s for the examinations
- 3. Administering the examinations
- 4. Ensuring completion of any nonexamination assessment
- Maximum 12 students per group
- Lessons will take place until the examination date

- Programmes are delivered as a fixed unit and individual lessons cannot be chosen
- The price represents one place for one student in one lesson
- Enrolment is made to the programme/s
   for the whole of the half term
- The cost of all places to the end of the half term in all programme/s enrolled will be charged regardless of student attendance
- Minimum 3 students required before programme goes live



• Minimum 3 students required before
course goes live

### 1.16 Private provision

Pay per group, per lesson. Partner chooses time and content. Students from paying partner only. Can be shared amongst partners e.g. MAT

PRIVATE PROVISION		
Learning Programmes	Courses	Tute Go
KS1 – KS5	KS4-KS5	KS1-KS5
Lessons built bespoke to target a school's specific need for their students and to fill gaps in provision	A choice of subjects at GCSE, AS and A level with Tute teaching the whole specification in two years.	Targeted programmes of lessons built as interventions to support enrichment,



	Price for up to 5 students,	extension, catch-up and revision from KS2-
	extras: £995 each	KS5
<ul><li>Live lessons</li><li>Number of lessons determined by school</li><li>Wide range of subjects</li></ul>	<ul> <li>Live lessons</li> <li>2 lessons per week (45 min GCSE, 60 min A level)</li> </ul>	<ul> <li>Live lessons</li> <li>Number of lessons determined by school</li> <li>Core and exam subjects</li> </ul>
<ul><li> Qualified teachers</li><li> Playback</li></ul>	<ul><li>2-year course, billed annually</li><li>Qualified teachers</li><li>Playback</li></ul>	<ul><li>Qualified teachers</li><li>Playback</li><li>Scheme of learning</li></ul>
<ul><li>Scheme of learning</li><li>Progress tracking</li></ul>	<ul><li>Scheme of learning</li><li>Progress tracking</li></ul>	Progress tracking     Attendance data
<ul><li>Attendance data</li><li>Safeguarding</li></ul>	Attendance data     Safeguarding	<ul><li>Safeguarding</li><li>At least 10 working days required for set-</li></ul>
<ul><li>Spaces</li><li>Independent learning</li><li>At least 10 working days required for set-</li></ul>	<ul><li>Spaces</li><li>Independent learning (approx. 3 hours, more</li></ul>	up  • Tute will aim to set up sooner
up • Tute will aim to set up sooner	<ul><li>if needed)</li><li>Homework</li><li>Assessment</li></ul>	
	<ul><li> Assessment</li><li> Marked assignments</li><li> Progress reports</li></ul>	



	At least 10 working days required for set-	
	up	
	Tute will aim to set up sooner	
Preferred lesson times, dependent on	Preferred lesson times, dependent on	Preferred lesson times, dependent on
teacher availability	teacher availability	teacher availability
With notice (cancellation and	Annual cost, deducted from credit in	• With notice (see cancellation and
amendments), lesson times and dates can	September	amendments), lesson times and dates can
be changed, subject to Tute teachers'	No refund if cancelled by partner	be changed, subject to Tute teachers'
availability	Charge for 1-5 students	availability
Programme built on partner's specific	Additional students incur additional cost	• Learning objectives can be chosen from
focus, providing that Tute has the expertise	Maximum 12 students	the available list, creating a bespoke
• A fully-completed booking form, with	New students will be accepted to the end	programme of learning
learner and onctent information, is required	of the first half term, with the understanding	• A fully-completed booking form, with
before planning and lessons can begin	that outcomes could be compromised	learner and content information, is required
	Any enrolments after October half term	before planning and lessons can begin
	must be discussed and agreed first with	
	Tute	
	• Students are required to complete the	
	independent learning activities to ensure	
	that the specification content is covered	
	Partners are responsible for:	
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- Ensuring access to and acceptance at an Exam Centre for the specific exam board
- Entering the student/s for the examinations
- o Administering the examinations
- Ensuring completion of any nonexamination assessment
- Progress trackers and reports are available via OneDrive
- Maximum 12 students per course
- Lessons will take place until the examination date
- A fully-completed booking form, with learner information, is required before planning and lessons can begin





## TUEE TERMS AND CONDITIONS

#### 1.17 Exam entries

- 1.17.1Tute cannot enter students for examinations; this must be done by a registered exam centre and is the responsibility of the partner of Tute's services
- 1.17.2 Tute cannot administer non-exam assessments e.g. speaking components of courses, science practicals; this must be done by a registered centre and is the responsibility of the commissioning body of Tute's services

#### 1.18 Attendance

- 1.18.1If a student has not logged on to a lesson within 5 minutes if its start time, an automatic email will be sent to the partner and/or student's nominated contact
- 1.18.2If students attend following this email, a follow-up is sent to inform the contact(s)
- 1.18.3It is the partner's responsibility to follow up on students' attendance; Tute cannot do this
- 1.18.4Partners can access an attendance dashboard in their portal
- 1.18.5 Tute will highlight poor attendance

#### 1.19 PAYMENT TERMS

- 1.19.1Payment is strictly 14 days from date of invoice
- 1.19.2If not paid, Tute reserves the right to pause student provision until the invoice is paid
- 1.19.3All prices quoted are exclusive of Value Added Tax (VAT) unless expressly agreed in writing at the point of sale

#### 1.20 ADMINISTRATION

#### 1.21 Booking provision

- 1.21.1Please see specific curriculums' terms of use in addition to the below. These will have been explained by partners Tute account manager and if partners need additional information, please contact us
- 1.21.2In line with the curriculum terms, the notice for bookings is as follows:
  - 1.21.2.1 Shared provision: at least 48 hours

- 1.21.2.2 Private provision: at least 10 working days
- 1.21.3Tute will endeavour to meet the above timescales as much as possible, but may need longer depending on circumstances
- 1.21.4Note that the above is the time given from receipt of a fully-completed booking
- 1.21.5 Tute teaching hours are 08:00-20:00
- 1.21.6Working (processing hours) are 08:30-16:30
- 1.21.7 Availability may be limited
- 1.21.8 The above are in addition to specific curriculums' terms of use

#### 1.22 Accessing information

- 1.22.1 Much of Tute's information is stored securely online in Tute's platform or in Microsoft One Drive
- 1.22.2 If partners are unable to access, please contact Tute IT team on support@tute.zendesk.com
- 1.22.3 See Tute's GDPR and Data Protection policies for information about processing data

#### 1.23 CANCELLATION AND AMENDMENTS

1.23.1Partners' bookings and students' learning are important to Tute. We understand that sometimes, unexpected events can occur, meaning that changes will need to take place. Tute will be as flexible as possible when making cancellations and amendments to bookings.

#### 1.24 Partners cancelling lessons

- 1.24.1If the curriculum terms allow cancellation, Tute respectfully requests at least 48 hours' notice to cancel a lesson/s
- 1.24.2 Cancellations made with 48 hours' notice, the lesson will not be charged, subject to no cost being incurred by Tute
- 1.24.3 Cancellations made within less than 48 hours, the lesson/s will be charged
- 1.24.4 Tute cannot be responsible for any effect on outcomes that arise because of cancellations made by the partner

## TILE TERMS AND CONDITIONS

1.24.5 To cancel a lesson(s), please contact <a href="mailto:admin.support@tute.com">admin.support@tute.com</a>, copying in partners partner manager

#### 1.25 Tute cancelling lessons

- 1.25.1In the rare event that Tute will need to cancel or postpone a lesson, as much notice as possible will be given
- 1.25.2 The lesson amount will not be charged
- 1.25.3 Tute will make every effort made to rearrange at a convenient time
- 1.25.4 Tute will not charge partners for lessons that Tute cannot reschedule
- 1.25.5 In the event of a true, unavoidable emergency, Tute will not charge for the lesson

#### 1.26 Non-attendance of student/s

- 1.26.1Should students not attend, lessons will be charged unless 48 hours' notice is given
- 1.26.2 In the event of a true, unavoidable emergency, Tute will not charge for the lesson

#### 1.27 Non-attendance of teachers

- 1.27.1Should a teacher not attend, the lesson will not be charged
- 1.27.2 Tute takes teacher attendance seriously and any non-attendance will be challenged and might result in a change in teacher

#### 1.28 Partners' amending bookings

- 1.28.1If the curriculum terms allow amendments, Tute respectfully requests at least 48 hours' notice to make an amendment
- 1.28.2 Tute will do our very best to reschedule partners lesson(s), but this will be subject to availability
- 1.28.3 Students may be swapped with prior agreement
- 1.28.4 Tute cannot be responsible for any effect on outcomes that arise because of amendments made by the partner

## TILE TERMS AND CONDITIONS

- 1.28.5 To amend the time/date of a lesson/lessons, please contact <a href="mailto:admin.support@tute.com">admin.support@tute.com</a>, copying in partners account manager
- 1.28.6 Tute will not charge if amendments are made to the content of lessons, but more time may be required to plan for those changes

#### 1.29 Tute amending bookings

- 1.29.1In the rare event that Tute will need to cancel or postpone a lesson, as much notice as possible will be given
- 1.29.2 Tute will do our very best to reschedule partners lesson/s to a time convenient to partners
- 1.29.3 Sometimes, availability will mean that Tute will need to change the planned times
- 1.29.4 Tute will not charge partners for private lessons that Tute cannot reschedule

#### 1.30 STUDENTS

- 1.30.1Students have access to their own student portal where they will see:
  - o Timetable
  - Progress and engagement assessments
  - o Attendance data
  - Bases (if included)
  - o Private chat with teacher

## TUE TERMS AND CONDITIONS

- 1.30.2 Each student will have their own Tute account, the login details for which can be created by the parnter
- 1.30.3 Under some circumstances, Tute can create the accounts and share login details securely using Egress
- 1.30.4 Should a student forget their password or be locked out of the Learning Cloud, partners can reset their password
- 1.30.5 If parnters have safeguarding concern or wish to communicate, please contact safeguarding@tute.com

#### 1.31 Behaviour for learning

- 1.31.1 Behaviour for learning is important to ensure progress and teachers are committed to creating a positive learning environment.
- 1.31.2Tute sees behaviours as a way of communicating. Tute's communication policy outlines steps taken to support student communication and to manage behaviours that are not conducive to learning.
- 1.31.3Tute reserves the right to remove a student from a lesson if they pose a safeguarding risk or if their behaviour is detrimental to others' learning.
- 1.31.4Tute will notify partners of this and will work with partners to find an alternative solution if the situation persists.

#### 1.32 Student numbers

- 1.32.1Tute limits its student numbers to 12 per group
- 1.32.2 Occasionally, this may increase, but will be rectified as soon as possible

#### 1.33 Progress

- 1.33.1There are no pre-requisites to join Tute's lessons but outcomes may be compromised if students are enrolled to curriculums, subjects, or levels that do not meet their needs
- 1.33.2 Tute will always advise and suggest the best provision for the students
- 1.33.3 Tute recommends 18 hours of provision per week

#### 1.34 TECHNICAL ISSUES

- 1.34.1Tute will provide ongoing technical support to any existing partner
- 1.34.2 Should a Tute technical issue mean a detriment to learning, the lesson amount will not be charged
- 1.34.3 Should learning be affected by an issue that is outside of Tute's control, the lesson amount will be charged

#### 1.35 PROCESSING DATA

#### 1.36 GDPR

- 1.36.1Partners (the partner) are the data controller, Tute (Tute) are the data processor
- 1.36.2 Tute uses third parties also as sub-processors. Please see sub-processors policy
- 1.36.3 Please see Tute's General Data Protection Regulation (GDPR) policy
- 1.36.4 In line with this policy, Tute ensures that personal data is:
  - 1.36.4.1 Treated fairly and lawfully
  - 1.36.4.2 Obtained and processed only for specific and specified purposes
  - 1.36.4.3 Adequate, relevant and not excessive
  - 1.36.4.4 Accurate and up to date
  - 1.36.4.5 Not retained for longer than necessary
  - 1.36.4.6 Processed in accordance with the individual's rights
  - 1.36.4.7 Held with appropriate levels of security
  - 1.36.4.8 Not transferred outside of the EEA without ensuring adequate levels of legal protection

#### 1.37 CONTACTING TUTE

# 1.38 Each Tute department is always on hand to help, please use the following contact details:

Tute Education Ltd	0330 3309751
Halladale House	

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Chester Bu	usiness P	ark
Chester		
CHABOT		

### Partners can contact Tute directly in the platform partner portal

Safeguarding	
DSL – Rob Hughes	safeguarding@tute.com
Deputy DSL – Hollie McFarlane	
Provision	Your account manager is always your best contact
e.g. enquiries about new curriculums,	
subjects etc.	or info@tute.com
Making a booking	booking.form@tute.com
e.g. queries about bookings	
IT queries	
e.g. issue with connection, testing, firewalls, equipment	support@tute.zendesk.com
Finance queries	
e.g. payment, invoicing, POs, balance queries, remittance advice	finance@tute.com
Teaching and learning queries	TI supposed Otuto a series
e.g. quality of lessons	TL.support@tute.com
Admin queries	admin.support@tute.com

e.g.	scheduling,	absence,	reporting,
time	table queries,	login creder	ntials etc