

THE TUTORS'
ASSOCIATION

Code of Practice

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Defined Terms

The following definitions apply in this document:

1. "The Tutors' Association" or "TTA" means the legally incorporated entity, Company No. 06729532, including its officers, employees, directors and/or agents acting properly and in accordance with their duties, as well as any relevant subsidiaries or delegated authority.
2. The "Disciplinary Committee" or "DC" means the Disciplinary Committee of The Tutors' Association, constituted and run in accordance with the Articles of Association of TTA.
3. "Constitution" means the constitution and Articles of Association of The Tutors' Association, unless otherwise specified.
4. "Member" means an individual, corporate or affiliate member of TTA, as defined by the Constitution.
5. "Client" means any individual, school, government authority, public body or corporate entity that engages in a contract to procure tuition and/or introductory services to tutors (which will, in many cases, be the legal guardian of the student or, in some cases, may be the student themselves).
6. "Tutor" means any individual offering tuition services, in any subject, regardless of whether they do so directly to clients or in conjunction with a tuition business of any kind.
7. "Tuition business" means any business engaging the services of tutors or acting as an agency for clients to introduce them to relevant tutors suitable for their needs; it also includes, as appropriate, tuition franchisors, franchisees, sole traders, partnerships, public companies, private companies, community interest companies, charities and any entity for which tuition is only a part of their operations.
8. "Valid Criminal Record Check", "Enhanced DBS Certificate" or "DBS" means an Enhanced Disclosure and Barring Service Check (issued in England and Wales) or an equivalent check that is:
 - a. No more than one year old; OR,
 - b. On the Update Service or similarly registered with a service where the ongoing validity of the check can be reviewed at any time.

1. Professional Conduct

1.1. Members will, at all times, conduct themselves professionally towards any individual or entity with whom they deal in the course of their work.

1.1.1. The individuals or entities applicable under this clause include but are not limited to:

- 1.1.1.1. students (of any age);
- 1.1.1.2. Parents (or legal guardians);
- 1.1.1.3. tutors;
- 1.1.1.4. tuition businesses (including their employees, contractors and agents);
- 1.1.1.5. officials and representatives of government agencies acting in accordance with the law;
- 1.1.1.6. institutional clients (such as schools, local authorities or corporate entities and any individual working for or on behalf of such an institution).

1.1.2. Professional conduct means (but is not strictly limited to):

- 1.1.2.1. Using appropriate language and forms of communication with students, parents and others;
- 1.1.2.2. Being appropriately dressed for tutorials;
- 1.1.2.3. Promptly attending booked appointments or lessons, or providing appropriate notice where this is not possible;
- 1.1.2.4. Refraining from doing or saying anything that, in the opinion of a reasonable person, is likely to cause harm, distress, material offence, embarrassment or humiliation;
- 1.1.2.5. Refraining from inducing any other person to act unprofessionally or improperly;
- 1.1.2.6. Properly representing their qualifications, experience, and abilities (or those of any colleagues or associates they work with or introduce), taking reasonable measures to avoid any form of misrepresentation and correcting any erroneous perception;
- 1.1.2.7. Abiding by the letter and spirit of any agreements entered into with clients, tutors or tuition businesses;
- 1.1.2.8. Negotiating in good faith with clients, tutors and tuition businesses;

- 1.1.2.9. Providing age-appropriate tuition, teaching and/or instruction (including planning, delivery and feedback), as appropriate, in line with accepted educational practice and/or in accordance with their relevant training;
 - 1.1.2.10. Paying due care and attention to students in tutorials or lessons and refraining from becoming distracted, using a mobile phone or carrying out other tasks during tutorials;
 - 1.1.2.11. Providing clients, tutors or tuition businesses with clarity on the expected or anticipated terms and conditions of any proposed or current engagement in advance of them entering into any agreement for example, on fees and the frequency with which they will be paid, on expenses (where applicable), cancellation and notice periods, refund policies and similar;
 - 1.1.2.12. Not arbitrarily changing, or attempting to change, the conditions of an agreement or arrangement with a client, tutor or tuition business;
 - 1.1.2.13. Not attempting to impose unusually harsh, unreasonable or punitive conditions on any client, tutor or tuition business.
- 1.2. Members must maintain confidentiality and not disclose the names (or provide images) of their student(s) in any public forum without their explicit consent and, where the student is a child or vulnerable adult, the consent of their parent/guardian.
- 1.2.1. Members should also maintain confidentiality where they receive information in confidence from another tutor or tuition business, where it is clearly indicated that such information is to be treated in confidence and where there is no evidence available to the member to indicate that the confidential information in question is in the public domain.
 - 1.2.2. Members shall be exempt from the requirement to maintain confidentiality in any of the following circumstances:
 - 1.2.2.1. Where they have information that indicates any person is in immediate danger or at risk of immediate harm and they disclose such information to relevant authorities to prevent such harm.
 - 1.2.2.2. Where members are compelled to disclose otherwise confidential information in a court or to other relevant legal authorities or to the police.
 - 1.2.2.3. Where members disclose otherwise confidential information to TTA, in confidence (and indicate that this is the case) for the purposes of cooperating with a Disciplinary Inquiry.
- 1.3. Members shall, at all times, comply with the law and all applicable regulations in the conduct of their business, both in the UK and in any jurisdiction in which they operate. Any relevant

and material breach of the law or any applicable regulation (other than where an exemption applies below) will constitute a breach of this Code of Practice.

- 1.3.1. The following exemptions may serve as a defence for any member who is found to be in breach of a law or applicable regulation:
 - 1.3.1.1. Where the member took reasonable measures and precautions to comply with the law;
 - 1.3.1.2. Where the law is incompatible with other legal obligations or, in the opinion of TTA, arbitrary, unconscionable or opposed to international norms and standards in education.
- 1.3.2. Examples of laws and regulations which are likely to be especially relevant to tutors and tuition businesses (which is not exhaustive):
 - 1.3.2.1. Tax legislation, including the obligation to report promptly any relevant financial information to the relevant authorities and pay taxes and levies due;
 - 1.3.2.2. Employment legislation, including the provision of employment rights to employees;
 - 1.3.2.3. Agency legislation and accompanying regulations, governing how agencies must behave in relation to clients and workers;
 - 1.3.2.4. Safeguarding/safer recruitment legislation and accompanying regulations, directives and updates;
 - 1.3.2.5. Data protection legislation, including GDPR and the requirements to maintain accurate records and hold them securely.
- 1.3.3. Members should ensure that they make reasonable efforts to comply with the terms of any contract they enter into with any third party in relation to their tuition work or their tuition business.
 - 1.3.3.1. Where a contractual dispute arises, it shall be incumbent on members to negotiate in good faith with the counterparty(ies) to attempt to resolve the dispute.
- 1.4. Members shall act ethically and in the best interests of their students at all times.
 - 1.4.1. Members shall promote the independence and success of their students. They shall refrain from creating, whether deliberately or with foreseeable effect, any form of ongoing dependence on tutors or tuition businesses.
 - 1.4.2. Members shall be especially vigilant for the needs of students who are under the age of eighteen (18) or who are vulnerable adults.

- 1.4.3. Members shall agree objectives with the client and/or student, as appropriate, and shall provide timely and realistic updates as to their progress.
- 1.4.4. Members shall make it clear to a client where they make a referral to them of any other tutor, tuition business, school or educational product/service and have a personal or commercial interest in doing so.
- 1.5. Members shall not do anything with the intention of reasonably foreseeable effect of bringing the tuition profession (in general or specifically within any country or geographic region), The Tutors' Association, or all/any subsection of members within The Tutors' Association into disrepute.
- 1.6. Members shall not take any action that harms a student's academic or educational prospects such as to create a demand for their own tuition services. This includes spreading false rumours to cause distress, concern or anxiety, refraining from teaching all or part of a course at a school or educational institution at which they work or making false promises as to knowing the content of an examination or assessment.
- 1.7. Members shall maintain appropriate professional boundaries with regard to clients, colleagues and students; under no circumstances should a tutor attempt to engage in a romantic or intimate relationship with a student, of any age, nor act in any way so as to be assumed by a reasonable person that they are attempting to induce a student or client to engage in an improper relationship (this includes members refraining from adding students as friends on social media or of carrying out communication via any channel other than for the purposes of their education and without their parent/guardian's consent, where applicable) and tutors should not form an inappropriately close relationship with a former student upon the conclusion of the tuition.
- 1.8. Members shall not take any action (or omit to take an action reasonably required of them) to harm the reputation, business or any other interest of any other member except for any normal competitive business practice.
 - 1.8.1. For the avoidance of doubt, normal competitive business practice does **not** include:
 - 1.8.1.1. Inducing or encouraging any other party to breach the terms of any agreement it may have with any other party (for example, inducing a client to work with a tutor directly and to stop working with a tuition agency that has facilitated an introduction);
 - 1.8.1.2. Any form of defamation (without a valid legal defence).
- 1.9. Members should undertake to carry out appropriate continuing professional development ("CPD") to ensure that they have an adequate understanding of pedagogy, curriculum and current safeguarding practices and that they are competent at carrying out the work they offer to undertake.

- 1.10. Members are very strongly recommended to procure adequate insurance to cover their tuition work and, in any case, shall promptly reimburse any member of the public, client or other tutor/tuition business in the event that they cause, through negligence or by a deliberate act, a financial or other loss to a third party (but, for the avoidance of doubt, a member shall not be deemed to have breached this Code of Practice solely for having not purchased insurance).

2. Safeguarding and Child Protection

- 2.1. Safeguarding children, young people and vulnerable adults is of paramount importance to all members, to The Tutors' Association and is required by law for all professionals working with such individuals. The obligation to safeguard young people applies
- 2.2. Members shall give due consideration to relevant legislation and guidance around safeguarding, including the following from HM Government (as well as other relevant guidance published from time to time):
 - 2.2.1. [Keeping Children Safe in Education \(KCSIE\)](#).
 - 2.2.2. [Out-of-school settings: safeguarding guidance for providers](#).
- 2.3. Members must hold a **Valid Criminal Record Check** which, in England and Wales, must be an Enhanced DBS Certificate (less than one year old OR registered on the DBS Update Service).
 - 2.3.1. In Scotland, the equivalent Valid Criminal Record Check is called "Protecting Vulnerable Groups" or "PVG".
 - 2.3.2. In Northern Ireland, the equivalent Valid Criminal Record Check is called "Enhanced AccessNI check".
 - 2.3.3. For tutors based in other countries, different equivalent checks are available. Please check with TTA for more details.
- 2.4. Members must ensure that clients or tuition businesses that the member is working with (or intending to work with) are able to see their relevant Valid Criminal Record Check (or, at least, to securely access the information from it) on request.
- 2.5. Corporate Members agree that they will only undertake to engage, employ, introduce or otherwise provide or facilitate the provision of tuition work to any tutor that complies with TTA's requirement for a Valid Criminal Record Check, regardless of whether the tutors they work with are members of TTA or not in their own right and regardless of where those tutors are located.
- 2.6. Exceptions to holding a Valid Criminal Record Check:
 - 2.6.1. The following exceptions shall be the only acceptable reasons for a Member (or tutor working with a Corporate Member) not holding a Valid Criminal Record Check or for a Corporate Member to engage, employ, introduce or otherwise provide tuition work to any tutor, subject to TTA agreeing that the exception applies:
 - 2.6.1.1. In the jurisdiction in which they live, it is not realistically possible for them to obtain a Valid Criminal Record Check (and no relevant Valid Criminal Record Check can be obtained from any other jurisdiction in which they have lived);

- 2.6.1.2. The individual is prevented from applying for a Valid Criminal Record Check by reason of not falling into a group that is eligible to procure such a check.
- 2.6.2. In the event that an exception applies, the Member (or tutor working with a Corporate Member) not holding a Valid Criminal Record Check shall inform TTA at the earliest opportunity.
- 2.7. All Members shall ensure that they have appropriate safeguarding training, commensurate with their role.
- 2.8. All Members shall ensure that they have an appropriate safeguarding policy in place and that the safeguarding policy is properly implemented.
- 2.9. All Corporate Members shall ensure that they follow safer recruitment best practice when employing, engaging or onboarding tutors or other employees/contractors.
- 2.10. All Members must ensure that they take all necessary actions to ensure the safeguarding and wellbeing of children and vulnerable adults (including, if applicable, those they are not teaching directly), including:
 - 2.10.1. Reporting any emergency immediately to the appropriate emergency services (by calling 999 in the UK or the appropriate equivalent in other countries).
 - 2.10.2. Allowing a child or vulnerable adult to make a disclosure if they choose to do so, in line with best practice (e.g. not asking leading questions, making notes of the conversation as soon as reasonably practicable).
 - 2.10.3. Reporting safeguarding concerns as appropriate to the child's parents/guardians, school, tuition business or local authority.
- 2.11. Members should be alert to signs of emotional or mental distress and, where concerns arise, take appropriate steps in line with safeguarding guidance to notify parents/guardians or relevant professionals.

3. Online Tuition

- 3.1. Members carrying out online tuition are expected to make reasonable efforts to ensure that they have appropriate software, hardware, sufficient internet connection and have paid for any necessary subscriptions in advance of the commencement of tuition.
- 3.2. TTA **recommends but does not require** that members record all online tuition lessons and that they inform and procure the consent of the client before doing so.
 - 3.2.1. Recordings of lessons shall be held securely, not shared with any third party without the client's consent (which may be procured in advance) and deleted at the request of the client.
- 3.3. Where an online tutorial experiences technical difficulties, tutors and/or tuition businesses must offer a full refund (or refrain from charging the client) in any instance where the defect arises from issues with the tutor or tuition business's hardware, software or internet connection. Where the issue arises due to the client's hardware, software or internet connection, whether a refund is offered shall be determined by the agreement between the parties.
- 3.4. Members are strongly recommended to ensure that a responsible adult is present with a student throughout the time they are receiving online tuition.

4. In-Person Tuition

- 4.1. Members carrying out tuition in person should consider and make adequate provision for the provision of appropriate facilities, conditions and equipment in the proposed working environment, including but not necessarily limited to (it is recognised that where tuition occurs at the student's home, some of these factors will be outside of the tutor's control but consideration should still be given to where tuition takes place in that location):
 - 4.1.1. furniture (seating/desk);
 - 4.1.2. availability of paper and necessary stationery;
 - 4.1.3. temperature;
 - 4.1.4. security and access control;
 - 4.1.5. toilets and necessary hygiene facilities;
 - 4.1.6. temperature control;
 - 4.1.7. health and safety risks;
 - 4.1.8. allergies or medical conditions that should be considered;
 - 4.1.9. any specialist equipment that would be necessary.
- 4.2. For in-person tuition, members are strongly recommended to ensure that, wherever possible, another adult is present in the vicinity and that the student is positioned with free and ready access to an exit door, should they wish to leave the room.

5. The Conduct of Officers, Directors, Employees, Contractors and Other Representatives

- 5.1. Officers, Directors, Employees, Contractors and other individuals or corporate entities representing TTA shall be referred to as “Representatives” and will be identifiable in that they satisfy any one or more of the following criteria:
 - 5.1.1. Be an elected or co-opted director and registered (or due to be registered) with the relevant authorities accordingly;
 - 5.1.2. Be paid a fee, stipend or given any other benefit of value in return for providing services to TTA;
 - 5.1.3. Have travel and/or accommodation expenses paid for or reimbursed whilst acting on TTA’s behalf;
 - 5.1.4. Hold any authority delegated by the board of directors or the Constitution to enter into agreements or conduct other business on behalf of TTA.
- 5.2. Other than where the arrangement with a Representative is governed by a contract entered into under valid conditions and under the due authority of the board, the expected conduct of Representatives shall be governed by this Code of Practice and any alleged breach shall be dealt with by the Disciplinary Committee, regardless of whether the individual is or is not a member of TTA.
- 5.3. Representatives acting on behalf of TTA are expected to act in the best interests of the Association during the event(s) and at any times where they are representing TTA, to conduct themselves properly and with appropriate discretion, good manners and moral conduct and not to do anything that might bring the Association into disrepute or to act contrary to its interests (in the view of a reasonable person).
- 5.4. Representatives recognise that, by virtue of their status and position, third parties would pay particular attention to their conduct and, accordingly, the standard of conduct expected would be higher (by some degree varying depending on the status, position and delegated authority of the Representative) than the standard expected of general members.
- 5.5. Representatives shall give due consideration to the instructions, advice or guidance of the relevant individuals who have a responsibility to oversee them, as per the general guidance below (which may be varied in specific cases by being communicated in writing by an appropriate authority):
 - 5.5.1. Any contractor, employee, volunteer or commercial service provider shall be responsible to the General Manager (or the Events Manager, if their role is solely or principally to support with an event);

- 5.5.2. The General Manager shall be responsible to the Officers (and, in particular, the President);
 - 5.5.3. The Officers in aggregate, led by the President, shall be responsible to the Board of Directors;
 - 5.5.4. The Board of Directors shall be responsible to Members (at the AGM and any EGM);
 - 5.5.5. The Disciplinary Committee members, led by the Chair of the Disciplinary Committee, are selected as laid down in the Constitution and have a special responsibility to the Board of Directors, with the exception that their determinations shall be made free of any influence from the board.
- 5.6. If a Representative is found to have breached the Code of Practice, the Disciplinary Committee may order that they repay all or part of any fee paid to them in respect of any business which they failed to conduct, or that they repay (or are not reimbursed for) any travel, accommodation or subsistence expenses (or other relevant agreed expenses) incurred according to a fair and reasonable assessment of the extent to which they are in breach of their obligations under this Code of Practice, in addition to any other sanction that the Disciplinary Committee may impose.

6. Dedicated Programmes

- 6.1. Participants in any dedicated programme or programmes run by TTA (including the International Partner Programme (IPP) and any similar future programmes), whether they are members of TTA or not, participate on the basis that they shall be required to comply at all times with:
 - 6.1.1. Any agreements that they enter into in connection with the IPP;
 - 6.1.2. The rules of the IPP as published by TTA from time to time.
- 6.2. No member shall be permitted to derive benefit from the IPP, or to use the resources, documentation or other benefits afforded to participants in the IPP, without first notifying TTA that it intends to join the programme and that it agrees to comply with the rules of the IPP.
- 6.3. Members are strictly prohibited from distributing resources, contact details of International Partners, legal documentation or other information provided to them to any other party without the express consent, in writing of TTA.

7. Complaints and Breaches of this Code of Practice

- 7.1. Anyone, regardless of whether they are a member or not, may raise a complaint about any member, Representative or prospective member of TTA by writing to TTA using the details published by the operational team.
- 7.2. In the event that the complaint is regarding the conduct of the operational team, the complaint may be raised with any of the officers or, if the complaint relates to one or more officers, any director.
- 7.3. All complaints regarding current or (where appropriate) former/prospective members and any alleged non-compliance with this Code of Practice or any of the other Terms and Conditions of membership shall be handled in accordance with the Disciplinary Committee Procedures. Wherever there is any conflict between this Code of Practice and the Disciplinary Committee Procedures regarding how a complaint is to be handled and progressed, those procedures shall be deemed to take precedence.
 - 7.3.1. Once started, a Disciplinary Inquiry shall not be stopped (even if the member resigns or the Complainant(s) withdraw) unless, at the discretion of the Chair of the Disciplinary Committee and following consultation with other members of the Disciplinary Committee, it is put on hold for a reason laid out in the Disciplinary Committee Procedures.
- 7.4. Members (whether they are complainants or defendants) are required to cooperate with the Disciplinary Committee, which will generally correspond with Complainants and Defendants through TTA.
 - 7.4.1. Members must provide relevant evidence to TTA where it is reasonable to do so in order to allow the Disciplinary Committee to carry out an Inquiry.
- 7.5. A Defendant must not threaten legal action against a Complainant due to their making a complaint to TTA, nor should they attempt to induce the complainant to withdraw their complaint (whether by threats, intimidation, clear implication or by making the withdrawal of the complaint a condition of the resolution of all or part of any dispute).
- 7.6. Members must not make vexatious complaints that are unfounded, speculative or artificially created to distract or harm the business interests or reputation of an innocent defendant. This provision shall not be construed as being intended to apply to all cases where a complaint is not upheld, only in situations where the complaint itself was obviously unreasonable on one or more of the grounds stated above.
- 7.7. Unless specifically requested to do so by the Chair of the Disciplinary Committee (and in compliance with the instructions given), no Complainant or Defendant shall contact any member of the Disciplinary Committee directly for any reason. In the event that either Complainants or Defendants are so requested to contact the Disciplinary Committee directly

or to meet with them, they shall be obliged to conduct themselves respectfully and comply with the reasonable instructions of the Chair of the Disciplinary Committee.

- 7.8. Complainants and Defendants may submit evidence to the Disciplinary Committee in confidence, provided that they do so in compliance with the provisions set out in the Disciplinary Committee Procedures.

Further Information

For further information, please contact The Tutors' Association at: info@thetutorsassociation.org.uk