

EMERALD MATHS AND SCIENCE TUTORS – OUR WORKING TOGETHER POLICY

We are an Employment Business, as defined by law. The law sets out some rules and guidelines which we must follow.

1 INFORMATION FROM A PARENT/CLIENT

To provide you with our best service and to comply with our obligations we will get the following information from each parent/client (the person organising tuition for the student) before introducing them to tutors:

- (1) Information about the parent/client and, if applicable (such as when we are working with a school) information about their organisation or business and
- (2) The date that the parent/client would like the tutoring (we may also refer to this as the engagement, or assignment) to start, and how long it will last (the duration or likely duration) and
- (3) Information about the tutoring and what the parent/client requires, including experience, training or qualifications, where it will take place, the hours required, payment and any relevant expenses or benefits information (such as if a tutor is travelling), what notice is needed to end the tutoring and, where relevant any known health and safety risks (such as steep stairs for face to face tutoring venues and
- (4) Information about what experience, training, qualifications, and any authorisation that the parent/client considers necessary, or which are required by law or any professional body, to carry out that tutoring. Of course, there are some things that we will always have in place, such as working with children (vulnerable people).

2 INFORMATION FROM A TUTOR

To provide you with our best service and to comply with our obligations we will get the following information from each Tutor before introducing them to a parent/client:

- (1) Confirmation of the tutor's identity and right to work
- (2) Confirmation that the tutor considers they have the experience, training, qualifications, and any authorisation the parent/client considers necessary, or which is required by any professional body or by law to carry out the tutoring - this is usually in the form of a CV and
- (3) Confirmation that the tutor is willing to accept the tutoring, if offered.

3 TUTOR'S EXTRA INFORMATION

- (1) Where applicable, we will make sure that both a tutor and parents/clients are aware of any legal requirements relating to the tutoring.
- (2) In particular, since most of the tutoring we offer requires references and/or professional qualifications and involves working with children (vulnerable people), we will take reasonable steps and offer to provide parents/clients with the following extra information about a tutor:
 - (a) Copies of any relevant qualifications and DBS and/or other relevant authorisations (including DBS and/or other relevant certificates) required) and/or
 - (b) Two references from people unrelated to the tutor who have agreed that their references can be disclosed both to the tutor and relevant parents/clients.
- (3) If we are unable to provide the extra information, then we let parents/clients know.

4 INFORMATION ABOUT UNSUITABILITY OF A TUTOR

- (1) Safeguarding is important to us.
- (2) If we receive any information that, in our opinion, gives reasonable grounds (a realistic degree of certainty) to believe that any tutor working with a parent/client is or may be unsuitable for that tutoring we will:
 - (a) let the parent/client know as soon as is possible (usually on the same day or on the next business day where that is not reasonably practicable) and

(b) carry out reasonable enquiries and let the parent/client know the results of those enquiries in so far as the law will allow.

5 CHOOSING THE RIGHT TUTOR

- (1) We provide each tutor's information on a confidential basis.
- (2) Choosing the right tutor for a child is important and we carefully consider the parent/client's requirements and a tutor's skills, experience, training, qualifications, and any relevant authorisation. Please also see [section 2\(2\)](#).
- (3) Based on information that is available to us at the relevant time, we will not introduce a tutor to a parent/client unless we:
 - (a) Feel that either the parent/client's or tutor's requirements for the tutoring are met and,
 - (b) Consider that it would not be detrimental to the interests of either the parent/client or the tutor if the tutoring took place and,
 - (c) Have not received any information that, in our opinion, gives reasonable grounds (a realistic degree of certainty) to believe a tutor is unsuitable for the tutoring and,
 - (d) Have taken reasonable steps to consider any professional body requirements required for the tutoring and informed both the parent/client and tutor to be introduced about these.
- (4) We use the information that we have obtained from the parent/client ([see section 1](#)) to make sure that the tutor has the information they require so that they can freely agree (consent) to do the tutoring, if offered. We always ask the tutor to confirm their agreement to do the tutoring.

6 HOW WE WORK

- (1) We believe in open and transparent working relationships and are committed to complying with our obligations. This means that we abide by any rules and guidance relating to fees.
- (2) We will always provide full details about the charges involved in tutoring. In particular, we will never pressurise tutors to agree to pay for our additional services.
- (3) We take our obligations regarding taxation issues very seriously. We will always use our best endeavours to comply with HMRC requirements.
- (4) **Safeguarding**
 - (a) We are committed to providing a safe environment for students to engage with tutoring.
 - (b) We, tutors, and parents/clients all have obligations and responsibilities when it comes to safeguarding, in particular risks with online tutoring as well as a child's mental health.
 - (c) We have a Safeguarding Policy which is available on www.emearldmathsandsciencetutors.com As professionals, we ask all tutors to abide by the relevant safeguarding legislation, guidance, and policies.
 - (d) We always advise tutors and parents/clients to take advantage of the resources available online from the NSPCC.

7 NO RESTRICTIVE TERMS

- (1) We will not include anything detrimental in our agreements with our parents/clients or tutors which would:
 - (a) Prevent them from ending their agreement with us OR
 - (b) Prevent them from working for anyone else, including the parent/client directly or through a competing employment business OR
 - (c) Mean that a tutor must let us (or anyone connected with us), know the identity of any future employer.
- (2) We do not charge tutors when we help them to find tutoring.

8 ADVERTISEMENTS

Due to our experience, we will use what we consider to be the best and relevant advertising. We aim to always advertise in compliance with the law which applies to our business.

9 RECORDS

We aim to:

- (1) Maintain the relevant records required by the law which applies to our business.
- (2) Process Personal Data in accordance with the relevant data protection laws. Our ICO registration number is ZB626055.