Child Safeguarding Statement

Sophyra Limited, trading as Sophyra Tutors

Prepared under section 11 of the Children First Act 2015

1. Name of service and the activities we provide

Sophyra Limited, company number 817595, registered office First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, trading under the registered business name **Sophyra Tutors** (RBN 790687).

Sophyra Tutors provides **online academic tuition, one to one**. All tuition is delivered remotely by live video through our own platform, the Sophyra Tutors Portal, using an embedded virtual classroom.

The activities we provide to children are one-to-one online lessons for students in Years 10 to 13 in the UK, or Grades 9 to 12 abroad, in the subjects and examinations published on our website, and written progress reports to the parent or guardian.

We also provide coaching to adults. That provision is outside the scope of this statement except where an adult session takes place in a household where a child is present, which is addressed in the risk assessment below.

Where the student is under 18, the parent or guardian is our client. Every engagement begins with a free consultation, and no booking proceeds without parental consent. A parent is welcome to sit in on their own child's individual lesson as a passive observer, without taking part in the teaching.

Our tutors are self-employed and are engaged under the company's Master Independent Tutor Services Agreement. All are resident outside Ireland. They deliver lessons remotely.

2. Our principle

A child using our service must be safe from harm. Every procedure in this statement exists to make that so, as far as is practicable. Where a procedure and a commercial convenience conflict, the procedure wins.

3. Written assessment of risk of harm

The Children First Act 2015 defines harm as assault, ill-treatment or neglect of a child in a manner that seriously affects or is likely to seriously affect the child's health, development or welfare, or sexual abuse of the child.

We have assessed the risk of harm to a child while availing of our service.

#	Identified risk of harm	Why it arises in our service	Procedures in place to manage it
1	An unsuitable person is engaged as a tutor	Tutors are recruited internationally and are not met in person	Safer recruitment procedure, section 4(c). No tutor meets a student before it is complete
2	A tutor harms a child during a session	Sessions are private and one to one	All tuition sessions are recorded. No tutor works with a student until safer recruitment is complete and safeguarding training is done. Every tutor is reviewed annually.
3	A tutor grooms a child, or moves contact off the platform	Online one-to-one tuition is a recognised grooming vector	All contact takes place on the Portal. Off-platform contact of any kind is prohibited and is a disciplinary matter. Tutors are not given and do not hold student contact details. Recordings provide an audit trail
4	A child discloses harm occurring elsewhere, at home or at school	Trusted adults in a regular one-to-one setting are commonly the person a child discloses to	Reporting procedure, section 4(e). Every tutor is trained on receiving a disclosure and on not investigating it
5	Harmful, inappropriate or age-unsuitable material is shared in a session	The classroom carries screen sharing, chat and file sharing, so that tutors can upload lesson plans and worksheets	Screen sharing and file sharing take place only within the Portal. Nothing is exchanged outside it. File sharing is deliberately not restricted, because tutors need to supply teaching materials; the control is that every exchange happens inside a recorded, logged environment we own, under acceptable use rules that form part of the Master Independent Tutor Services Agreement
6	A child is alone and unsupervised during a session with no adult aware	The child is at home and the parent may be absent or unaware	Parents are informed in writing at booking that sessions are recorded, that they may be present at any time, and that we recommend an adult is at home and contactable while a student under 18 is in a session
7	Recordings or reports are accessed inappropriately, retained too long, or leaked	We hold lesson recordings and written reports about identifiable children	Recordings are held by our online classroom provider and deleted after 90 days, unless a particular recording is held for a documented safeguarding, complaint, legal or regulatory reason. Lessons are not transcribed. Playback is restricted to administrators and every access through the portal is logged. Data minimisation is enforced in the platform: AI features receive a first name and initial only, never a surname or contact detail
8	A concern about a tutor is noticed but not reported or not escalated	Tutors work alone and remotely; there is no staffroom	Any concern goes to the Designated Safeguarding Lead and is escalated within 24 hours, section 4(b) and 4(e). Reporting is an obligation under every tutor's agreement
9	A written progress report misstates a child's circumstances or wellbeing	Draft reports are AI-assisted, drafted from the tutor's lesson plan and notes	Every report is drafted only from the tutor's lesson plan and notes and the examination specification; lessons are not transcribed and recordings are never sent to an AI system. Every report is reviewed and approved by the tutor before any parent sees it, and never states or implies a predicted grade. AI drafts are never sent unreviewed

#	Identified risk of harm	Why it arises in our service	Procedures in place to manage it
10	A tutor is unsure how to report, or reports into the wrong system, because they are in another country	All tutors are outside Ireland and local reporting routes differ	All concerns are reported to us, in one place, regardless of where the tutor is. We hold the responsibility for onward reporting to Tusla or to the relevant authority. Tutors are told not to attempt local reporting themselves
11	A child is present during an adult coaching session	We also coach adults, and sessions happen in homes	Adult sessions are booked as adult provision. Where a tutor becomes aware a child is present and participating, the session is treated as child provision and the safeguarding rules apply in full

This is the complete assessment. No trial lessons take place, and demonstration sessions are internal tests of the classroom equipment that never include a student, so no student meets a tutor before tuition is engaged.

4. Procedures

The Act requires us to specify the procedures below. Each one is set out here.

(a) Procedures to manage the risks identified

The controls in the right-hand column of the risk assessment above are our procedures for managing each identified risk. They are not aspirations. Where a control is not in place, the associated activity does not run.

Three controls carry most of the weight and apply without exception:

1. **All tuition sessions are recorded.**
2. **All contact takes place on the Portal. There is no off-platform contact between a tutor and a student.**
3. **No tutor works with any student until safer recruitment is complete.**

(b) Procedures where a member of staff is the subject of an investigation concerning a child using the service

Where an allegation or concern is raised about a tutor or any person working for us in respect of a child using our service:

1. The concern is reported to the Designated Safeguarding Lead **immediately**, and in any event within 24 hours.
2. The DSL does **not** investigate the allegation and does not question the child.
3. The person concerned is **withdrawn from all contact with students** while the matter is dealt with. This is precautionary and is not a finding against them.
4. The DSL secures the relevant session recordings and records so they are preserved.
5. The DSL reports to Tusla and to An Garda Síochána where the threshold for reporting is met, and to the equivalent authority in the child's own country where that applies.

Where the concern is about the Designated Safeguarding Lead, the person holding the concern reports it **directly to Tusla and to An Garda Síochána**, without routing it through the DSL. Any person may report a

concern to Tusla directly, and no permission from this company is needed to do so. Tusla explains how to report a concern at www.tusla.ie/children-first/report-a-concern.

6. The parent or guardian is contacted and told how the matter will be handled.
7. Written records are kept of the concern, of every step taken, and of every decision and its reasons.
8. Where a person is removed from working with children because of harm or risk of harm to a child, we make the referrals required of us in the jurisdictions that apply.

(c) Procedures for the selection and recruitment of staff, with regard to suitability to work with children

No tutor meets a student until **all** of the following are complete:

1. Interview.
2. Verification of qualifications, checked against the awarding body or register where one exists.
3. Confirmation of teaching experience.
4. **Written references obtained directly from the referees**, never accepted from the candidate.
5. **Police vetting**, mandatory before a tutor teaches any student under 18: for tutors resident in the UK, an Enhanced DBS check including a Children's Barred List check; for tutors resident elsewhere, a current national police certificate from the tutor's country of ordinary residence where one is reasonably obtainable. Where a certificate cannot reasonably be obtained, the reason is recorded, identity and reference checks are strengthened, and a documented suitability decision is made and retained.
6. **Safeguarding training** provided by us, completed before the first session.
7. Signed agreement to our safeguarding rules, including the prohibition on off-platform contact and consent to session recording.

Every tutor is reviewed every twelve months.

As a matter of company policy, vetting is refreshed every three years, and immediately where anything comes to our attention that calls a tutor's suitability into question. A check is treated as a snapshot of a point in time, never as a permanent clearance. (This interval is our own standard. The Acts provide for re-vetting at intervals as may be prescribed, and no prescribed interval applies to a service of this kind.)

(d) Procedures for information, instruction and training of staff on identifying the occurrence of harm

1. Every tutor completes safeguarding training provided by us before their first session, covering the four categories of abuse, the signs of harm, receiving a disclosure, and our reporting route.
2. Training is refreshed **annually**, and completion is recorded.
3. Every tutor is given this Child Safeguarding Statement and our safeguarding policy on engagement, and is given each revision.
4. Tutors are instructed that if they are unsure whether something is a concern, **they report it anyway**. It is not the tutor's job to decide whether a threshold is met.

(e) Procedures for reporting to Tusla

1. Any concern about the welfare or safety of a child, from any source, goes to the **Designated Safeguarding Lead**, in writing, immediately and within 24 hours.

2. The DSL assesses the concern against the thresholds in *Children First: National Guidance for the Protection and Welfare of Children*.
3. Where the threshold is met, the DSL submits a report to **Tusla** through the Tusla Portal, and to An Garda Síochána where a criminal offence may have occurred.
4. Where the child is outside Ireland, the DSL reports to Tusla where our service is the connection to the concern, and additionally to the relevant authority in the child's country of residence. The absence of an obvious local route is never a reason not to report.
5. **Any person may report a concern directly to Tusla.** Nothing in this statement prevents a tutor, a parent or a child from doing so, and no one will be penalised for reporting.
6. Where the DSL decides not to report, the reason is recorded in writing.
7. Reports and decisions are recorded and retained securely.

Concerns are reported to: **safeguarding@sophyratutors.com**

(f) Procedure for maintaining a list of mandated persons

Mandated persons are defined in Schedule 2 of the Children First Act 2015. The categories are keyed to Irish professional registrations, such as registration in the register of teachers maintained by the Teaching Council of Ireland.

As at the date of this statement, no person working in this service falls within Schedule 2, and the list of mandated persons is accordingly nil. The Act provides for a list of "the persons (if any)" who are mandated persons, so a nil list is a proper outcome, not a gap.

This does not reduce our reporting obligations. Every concern meeting the threshold is reported to Tusla under the procedure at (e) above, and the DSL is responsible for making that report.

The list is reviewed whenever a person joins or leaves the service, and in any event at each review of this statement. If any person working in the service becomes registered in a Schedule 2 category, they are added to the list and told that they are a mandated person and what that requires of them.

(g) Procedure for appointing a relevant person

The **relevant person** is the first point of contact in respect of this Child Safeguarding Statement.

Relevant person: the Designated Safeguarding Lead, who holds Level 3 Designated Safeguarding Lead training.

Contact: safeguarding@sophyratutors.com, which reaches the Designated Safeguarding Lead directly.

Where the relevant person changes, this statement is updated and reissued, and the change is notified to all staff and tutors and published on the website.

Deputy relevant person: Joseph Russell-Bishop, Founder and Director, Sophyra Tutors.

Contact: safeguarding@sophyratutors.com

The deputy acts where the relevant person is unavailable. A deputy is not required by the Act, but with a single named person any period of absence leaves parents and tutors with no route, so one is named.

5. Availability and review

- This statement is **displayed publicly** on sophyratutors.com.
- It is **given to every member of staff and every tutor** on engagement and on each revision.
- It is **provided to any parent or guardian, to Tusla, or to any member of the public on request**.
- It is **reviewed every two years**, or sooner if there is a material change in anything it refers to.

Date adopted: 20 August 2026 · **Revised:** 26 August 2026 (section 4(c), police vetting wording); 21 September 2026 (section 1, service offer); 20 October 2026 (sections 1, 3, 4 and 5, service description, contact details and factual corrections)

Signed for and on behalf of Sophyra Limited

Next review due: 20 August 2028