



**ALLEYN'S SCHOOL
ENTERPRISES LIMITED**
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Company Registration Number: 3525786

Terms & Conditions Alley's Short Courses

Name of Policy	Terms & Conditions – Alley's Short Courses
Reviewed by	Hannah Seppings
Date of review	September 2024
Date of next review	September 2025

Overview

These terms & conditions apply to all Alley's Short Courses provided by Alley's School Enterprises Limited and should be read alongside the information provided on the course website and any other associated promotional material.

1. Introduction and definitions

These terms (the "Terms") apply to individuals undertaking Alley's Short Courses offered by Alley's School Enterprises Limited, which is referred to in these Terms as "Alley's".

Individuals attending Short Courses at Alley's are referred to in these Terms as "Participants".

Additionally, in these Terms the expressions set out below have the corresponding meaning:

- **Ticket Tailor:** the third-party service located at www.Ticket Tailor.co.uk through which Participants may register for and pay Fees for Short Courses.
- **Fees:** the fees paid by a Participant to register for and attend a Short Course.
- **Tutors:** the tutor or tutors teaching or leading a Short Course.
- **Website:** Alley's website for Short Courses available at www.alleyns.org.uk
- **Working Day:** Monday to Friday (inclusive) except public holidays in England and other days when Alley's is officially closed for business.

Some Short Courses may have their own specific provisions which override these Terms. In the event of any conflict between these Terms and any specific provisions in a Short Course description on Ticket Tailor, the specific provisions in a Short Course description on Ticket Tailor shall take precedence.

2. About Alleyn's School Enterprises Limited (ASEL) and contact details

Alleyn's Short Courses are managed by and operated on behalf of Alleyn's School Enterprises Limited (ASEL) Company Number 03525786.

ASEL is the wholly owned trading subsidiary of Alleyn's School undertaking commercial trading activities that do not fall within the objects of the charity. Profits made by ASEL activities are donated to the School through Gift Aid.

- **Address:** Alleyn's School Enterprises Limited, Townley Road, London, SE22 8SU
- **Tel:** +44 020 8613 5027
- **Email:** courses@alleyns.org.uk
- **Website:** www.alleyns.org.uk

In certain cases, Short Courses are administered and delivered in association with carefully selected third parties with whom ASEL have a commercial arrangement. For further details please see the relevant Short Course description on Ticket Tailor or the information provided on the course website.

3. Booking a course

Participants must be at least 18 years old to register for a course.

Places on Short Courses should be booked through Ticket Tailor, by following the procedure laid down by Ticket Tailor.

Ticket Tailor is a service provided by an independent third party, and Alleyn's cannot accept any responsibility or liability for any problems that Participants may have with Ticket Tailor (including but not limited to the unavailability of Ticket Tailor's service for any reason). Participant's use of Ticket Tailor is governed by Ticket Tailor's Terms of Service, which are available on Ticket Tailor's website [here](#).

Any issues with Ticket Tailor must be resolved by following Ticket Tailor's own policies and procedures.

Part or full payment is regarded as acceptance of our Terms & Conditions. No booking will be confirmed prior to receipt of full payment and registration documents being completed.

4. Cancellation, postponement, transfer & substitution

Please note once a place has been booked on a Short Course through Ticket Tailor and the Fees paid, this may only be cancelled in accordance with these Terms.

As Short Courses constitute leisure activities to be attended on a specific date or over a specific period, they fall within the exclusion provided by *Regulation 28(h)* of the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, and accordingly Participants do not have a statutory right to cancel.

Cancellation by Participants

- Participants may cancel their place on a Short Course up to 10 Working Days prior to the day the Short Course is scheduled to commence. In this case Participants have the choice of transferring their booking to the next available start date for the same Short Course or any other available Short Course (subject to paying any additional applicable Fees); or receiving a full refund through Ticket Tailor of any Fees already paid less any admin fee charged to Alleyn's by Ticket Tailor. Participants should notify ASEL by email on courses@alleyns.org.uk and such notice must be received by 5pm on the relevant day. So, by way of example, if a Short Course was scheduled to start on Thursday 18 February, notice must be received by 5pm on Wednesday 4 February.
- Participants may cancel their place on a Short Course at any time in the event that exceptional circumstances prevent them from attending. Participants should provide documentary evidence to courses@alleyns.org.uk to justify their cancellation and Alleyn's shall determine at its sole discretion whether to refund any amount of Fees already paid.
- If agreed, Alleyn's will aim to issue refunds within 10 working days.

Cancellation by Alleyn's

- Alleyn's may cancel a Short Course for any reason no later than 72 hours prior to the Short Course commencing, for example, if there is insufficient demand for the Short Course.
- Alleyn's may cancel the Short Course at any time if an event outside Alleyn's' control makes it impossible or impractical to provide a Short Course (including unavailability or illness of a Tutor where Alleyn's is unable to secure a suitable replacement or adverse weather conditions).
- Where Alleyn's cancels a Short Course, Participants have the choice of either transferring their booking to the next available start date for the same Short Course or any other available Short Course (subject to paying any additional applicable Fees); or receiving a full refund through Ticket Tailor of any Fees already paid.

Postponement

- Alleyn's may postpone any sessions that form part of a Short Course if an event outside Alleyn's' control makes it impossible or impractical to run that session (including unavailability or illness of a Tutor where Alleyn's is unable to secure a suitable replacement or adverse weather conditions).
- Where it is necessary to postpone a session Alleyn's shall use its reasonable efforts to reschedule that session or add the hours missed onto future Short Course sessions.
- Where Alleyn's postpones two or more consecutive Short Course sessions and a Participant is unable to attend the rescheduled sessions, they may request a pro-rata refund of Fees attributable to those postponed sessions.

Online Short Courses

- Where Short Course sessions are being held online Alleyn's does not guarantee and cannot be held liable if all or any part of any session is unavailable to a Participant for any reason, including as a result of any technical issues; and no refunds will be provided in such circumstances.

Transfer between Short Courses

- As detailed above Participants may cancel their place on a Short Course up to 10 Working Days prior to the day it is scheduled to commence and transfer their booking to the next available start date for the same Short Course or any other available Short Course (subject to paying any additional applicable Fees). Participants should notify the ASEL by email on courses@alleyns.org.uk and such notice must be received by 5pm on the relevant day.
- Where Participants will be unable to attend an entire Short Course, they may transfer their booking to a substitute to take their place for the whole of that Short Course, subject to that person agreeing to these Terms.
- Participants who wish to transfer their booking must notify ASEL by email on courses@alleyns.org.uk at least 2 Working Days prior to the day the Short Course is scheduled to commence, and such notice must be received by 5pm on the relevant day.
- Concessionary or discounted bookings are only transferable if the new Participant is also eligible or if they pay any additional applicable Fees.
- Where Participants are unable to attend individual sessions that form part of a Short Course, no substitution is permitted and Alleyn's will not offer any refunds.

Other Costs and Expenses

- Please note other than in connection with the repayment of Fees in the circumstances set out above, Alleyn's is unable to offer reimbursement or compensation for any other costs or expenses incurred by Participants in connection with Short Courses for any reason, including as a result of any changes to the contents of a Short Course, or the postponement or cancellation of individual sessions and/or a Short Course as a whole.

5. Communication

Communications from Participants

Communications from Participants relating to Short Courses should generally be directed to courses@alleyns.org.uk.

For the avoidance of doubt, this includes all communications relating to cancellation of Short Courses by Participants, or substitution of Participants.

Communications from Alleyn's

All communications from Alleyn's relating to Short Courses will be by email sent to the email address provided by Participants to Ticket Tailor when the Short Course was booked.

For the avoidance of doubt, this includes all communications relating to the postponement of classes and/or cancellation of Short Courses.

It is Participants' responsibility to ensure their email address is working and checked regularly.

Participants should check their junk folders regularly in case Short Course communications have been misdirected there.

6. Participants' obligations

Participants must abide by those Alleyn's' policies and procedures that are applicable to Participants, as detailed below.

- Obey reasonable instructions issued by Alleyn's Staff and its Tutors, or other staff or representatives.
- Be polite and courteous at all times, and not act in a manner likely to cause offence or nuisance to Tutors, other Participants, or any third parties.
- Refrain from using audio or visual recording equipment without permission.
- Not copy, modify, or adapt Short Course contents or materials (except in the normal course of attending the Short Course), or share these with any third parties. Short Course materials provided by Alleyn's remain the property of Alleyn's and/or the Short Course Tutor.
- Keep any login details provided secure and not share these with any third parties.
- Only use any Alleyn's' facilities and equipment provided during Short Course sessions and in accordance with the directions of their Tutors.
- Not engage in any behaviour or undertake any action intended or likely to cause damage to or impair the normal operation of Alleyn's' buildings, facilities, or equipment.
- If provided with a security card, not share this with any third parties, and only use it to gain access to the areas and at the times designated.
- We ask all participants who are ill or infectious to remain at home for the full duration of their ailment, and for 48 hours after the last symptom occurs.
- Participants that carry auto-immune injectors or other form of emergency medication must speak to the Course Tutor on their first day to ensure all details are discussed and known in advance.

Where Short Courses take place online Participants additionally must:

- Have suitable equipment, up-to-date software, and a reliable internet connection to enable them to attend and participate in the Short Course.
- Find a suitable private location from where to attend the Short Course.
- Ensure no third party attempts to listen to or participate in the Short Course (except where this has been agreed in advance by Alleyn's).

Visiting Alleyn's

While visiting the Alleyn's School premises, Participants must adhere to Alleyn's School [policies and procedures](#) including but not limited to those outlined below:

- CCTV Policy
- Data Protection Policies and Privacy Notices*
- Equality & Diversity Policy
- Health & Safety Policy

- Information Management and Information Technology (IT) Policies

*Any personal information provided by Participants to Ticket Tailor as part of the process of booking a Short Course is subject to Ticket Tailor's own Terms.

These policies and procedures may be updated from time to time and the Participant is responsible for checking these regularly.

7. Exclusion from courses

Alleyn's reserves the right to remove Participants from a short course if they fail to comply with the responsibilities outlined in Clause 6 or adhere to Alleyn's School policies and procedures.

For the sake of clarity, where Alleyn's excludes Participants from a Short Course, no refunds of any Fees will be provided.

8. Photography & Video

Please be aware that we occasionally take photographs/videos of Short Courses for use in promotional and informational material.

If photography or filming is due to take place, you will be notified ahead of time via email.

Please inform us via email or advise the Course Tutor if you have any objections to being featured in this material.

9. Course details

Alleyn's will use its reasonable efforts to provide Short Courses in accordance with the Short Course description and timetable as set out on the Website or as otherwise notified to Participants, but Alleyn's reserves the right to make changes to Short Course details (including Short Course dates and times). Not every activity pictured or listed in our literature is always available.

The details of any Tutors provided in any description of the Short Course are indicative of the level of qualifications and/or experience of Tutors likely to be teaching Short Courses. Aside from where otherwise stated, Alleyn's does not offer any guarantee that any specific Tutors will teach any particular Short Courses.

Where changes occur and we will inform Participants via our website and or via email as quickly as possible.

Unless otherwise stated on the course website and any other associated promotional material Alleyn's' Short Courses are unaccredited, so certificates of attendance if issued do not constitute evidence of the attainment of any particular standard, grade, or qualification.

Short Course timings are listed in UK time, so any Participants attending courses delivered live and online should be conscious of any time difference and check when sessions will run in their local time.

Any joining and login details will be emailed to Participants before the course is due to begin.

If Participants have any other questions regarding Short Course details, they should contact courses@alleyns.org.uk.

10. Reasonable adjustments

Alleyn's is committed to creating an inclusive and accessible environment and will make reasonable adjustments to ensure Participants with a long-term health condition, specific learning difficulty or disability can undertake Short Courses to the best of their ability.

It is the responsibility of the participant to contact ASEL on courses@alleyns.org.uk (separately to the booking) to inform us of any medical conditions and special educational needs or disabilities. A discussion should be held to determine how best to accommodate them and consider whether any reasonable adjustments can be made to ensure they are able to fully participate and enjoy the activities on the Course.

The needs of each person vary decisions are made on a case-by-case basis and depend upon the level of support an individual may require. Please note that Alleyn's are unable to provide one-to-one support.

11. Alleyn's' liability

Alleyn's shall not be liable to Participants in connection with Short Courses for any indirect damages or losses, or any loss of profits, loss of revenue, loss of data, loss of contracts or loss of opportunity, in each case whether direct or indirect, even if the Participant has advised Alleyn's of the possibility of those losses, or if they were within Alleyn's' contemplation.

Alleyn's' total aggregate liability to Participants (whether arising in contract, tort or otherwise) for all and any breaches of these Terms, any negligence, or arising in any other way out of a Short Course, shall not exceed in total the Fees paid by that Participant for that Short Course. Nothing in the foregoing limits or excludes liability for death or personal injury caused by negligence, or any other sort of liability which may not be excluded or limited by law.

Alleyn's are not liable for any lost, stolen, or damaged property. We do endeavour to return lost property where possible, to do this we ask that belongings are named. If anything is missing when you leave the Course, please let us know about it as soon as possible so we have the best chance of finding the lost item.

Lost property that is found and held by ASEL should be collected at the earliest opportunity. Unclaimed lost property held by ASEL after the last day of the Short Course will be given to charity and will not be retained at the School.

12. Complaints.

If you have concerns or suggestions, please tell us; we value your feedback and use it to develop and improve our services.

- If you have a concern regarding a Course, this should initially be raised with the Course Tutor.
- If you are unable to resolve the issue, the ASEL Office will be advised and will attempt to resolve the issue to your satisfaction.
- If you are still unsatisfied and wish to make an official complaint, then please send an email detailing the issue to courses@alleyns.org.uk.
- Your complaint will be investigated by our Commercial Courses Co-ordinator. Our Chief Financial Officer and Co-Commercial Director will be informed of the problem and actions taken to resolve.

- If, following the above, you are still unsatisfied then please contact the Chief Financial Officer's office via CFO@alleyns.org.uk. The Chief Financial Officer will investigate and provide a response as appropriate.

13. General

Assignment: Alleyn's may assign or transfer its obligations and rights under these Terms to another organisation. This will not affect Participant's rights under these Terms.

Illegal/unenforceable provisions: If the whole or any part of any provision of these Terms is void or unenforceable, the other provisions shall continue in force.

Waiver of Rights: No delay or failure by Alleyn's to enforce an obligation or exercise a right under these Terms on any occasion shall affect its right to enforce that obligation or exercise that right in the future. Any waiver by Alleyn's of any provision of these Terms on any occasion shall not constitute a waiver of that provision on a future occasion.

Entire Agreement: These Terms constitute the entire agreement between Alleyn's and Participants (except where terms in the Short Course description on Ticket Tailor are explicitly stated to take precedence). No variation or amendment shall be effective unless made in writing and signed by an authorised representative of Alleyn's.

Governing law: These Terms and the relationship between Participants and Alleyn's is exclusively governed by and to be construed in accordance with English law. The English Courts shall have exclusive jurisdiction to deal with any dispute connected with these Terms, or the relationship between Participants and Alleyn's.

14. Safeguarding & Child Protection

Alleyn's Short Courses adhere to the Alleyn's School Safeguarding and Child Protection policy, which can be found [here](#).

Please be assured that all our staff have been fully DBS checked by Alleyn's School and vetted to ensure that they hold suitable qualifications before starting work for us. Our policies and procedures, and insurance provision, meet all necessary requirements.

Safeguarding children at Alleyn's School is the responsibility of the whole staff community. All adults working in this School (including visiting staff, volunteers, and students on placement) are required to report instances of actual or suspected child abuse, neglect or relevant child protection concerns to the Designated Safeguarding Lead (DSL).

Melanie Joel, Assistant Head, is the Designated Safeguarding Lead (DSL). Mrs Joel can be reached via safeguarding@alleyns.org.uk or 0208 557 1457.

Deputy Designated Safeguarding Lead (DDSL) - External Activities: Oliver Watkins, Co-Commercial Director, can be reached via 020 8557 1557.

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