



**ALLEYN'S SCHOOL
ENTERPRISES LIMITED**
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Company VAT Number: 124114072
Company Registration Number: 3525786

Terms & Conditions Alleyn's Swim School

Name of Policy	Terms & Conditions – Alleyn's Swim School
Reviewed by	Stefan Gibberd
Date of review	October 2024
Date of next review	October 2025

Overview

These terms & conditions apply to all Alleyn's' Swim School lessons provided by Alleyn'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 Alleyn's Swim School lessons offered by Alleyn's School Enterprises Limited, which is referred to in these Terms as "Alleyn's".

Individuals attending Swim School lessons at Alleyn's are referred to in these Terms as "Clients".

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 Clients may register for and pay Fees for lessons.
- **Fees:** the fees paid by a Client to register for children to attend a lesson.
- **Teachers:** the teacher or teachers teaching or leading a lesson.
- **Website:** Alleyn's' website for Swim School available at www.alleyns.org.uk
- **Working Day:** Monday to Friday (inclusive) except public holidays in England and other days when Alleyn's is officially closed for business.

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

Alleyn's Swim School is 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:** swim@alleyns.org.uk
 - **Website:** www.alleyns.org.uk
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3. Booking a course

Please make all bookings in advance via the online booking system. Bookings will be confirmed by automated email.

Full payment is regarded as acceptance of our Terms & Conditions.

Alleyn's Swim School accepts payment by credit or debit card, only.

No booking will be confirmed prior to receipt of full payment and where relevant all child registration documents being completed.

End of term renewal forms will be issued on the last lesson. This will include new term dates, pricing and if the student is required to move to a different level. There will be a time frame where you can rebook. After this date lessons will be offered to the general public and places will not be held without payment after these set dates.

4. Cancellation, postponement, transfer & substitution

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

As swimming lessons 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 Clients do not have a stateachery right to cancel.

Cancellation by Clients

- Clients may cancel their place up to 14 Days prior to the day the first lesson is scheduled to commence. Clients should notify ASEL by email on swim@alleyns.org.uk and such notice must be received by 5pm on the relevant day. So, by way of example, if a lesson was scheduled to start on Thursday 18 February, notice must be received by 5pm on Wednesday 4 February.
- Clients may cancel their place at any time in the event that exceptional circumstances prevent them from attending. Clients should provide documentary evidence to swim@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.
- Please note that the Intensive lessons run throughout the half-term and are charged as a full course. Refunds will not be provided for any missed lessons due to planned holidays or events.
- If agreed, Alleyn's will aim to issue refunds within 10 working days.

Cancellation by Alleyn's

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

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 Clients in connection with the Swim School for any reason, including as a result of any changes to the contents of a lesson, or the postponement or cancellation of individual sessions and/or as a whole.

5. Communication

Communications from Clients

Communications from Clients relating to the Swim School should generally be directed to swim@alleyns.org.uk.

For the avoidance of doubt, this includes all communications relating to cancellation of lessons by Clients, or substitution of Clients.

Communications from Alleyn's

All communications from Alleyn's relating to the Swim School will be by email sent to the email address provided by Clients to Ticket Tailor when the booking was made.

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

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

Clients should check their junk folders regularly in case communications have been misdirected there.

6. Clients' obligations

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

- If a child is not attending a scheduled lesson, parents/carers must email swim@alleyns.org.uk.
- Obey reasonable instructions issued by Alleyn's Staff and its Teachers, 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 Teachers, other Clients, or any third parties.
- Refrain from using audio or visual recording equipment.

- Keep any login details provided secure and not share these with any third parties.
- Only use Alleyn's' facilities and equipment provided during lessons and in accordance with the directions of their Teachers.
- 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.

Before and After Lessons

- Clients are responsible for their children at all times and must inform the Swim Co-ordinator prior to the lesson of any concerns they have. Any children not partaking in the lessons must be sat with their parents or guardians.
- It is compulsory for the client to be on site during children's swimming lesson in case of an emergency and should aim to arrive no more than 10 minutes before the lesson and leave no more than 10 minutes after the lesson.

In The Pool

- Clients must accept that at times there will be physical contact between the teacher and their child, in a professional, caring manner.
- Clients should inform the Swim Co-ordinator of any health issues that may be relevant.

Visiting Alleyn's

While visiting the Alleyn's School premises, Clients 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 Clients to Ticket Tailor as part of the process of booking 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 children from the Swim School if parents or guardians 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 children from the Swim School, no refunds of any Fees will be provided.

8. Health Policy and First Aid

We require all children who are ill or infectious be kept home for the full duration of their ailment and 48 hours after their last symptoms.

Our Swim Co-ordinator, or a nominated first aider, will administer medication if a request is made in writing stipulating the dose, the time, your child's name and the duration of the treatment. We will not be able to administer your child's medication without written permission.

In the event of an incident, first aid will be administered to children in our care and the emergency services will be called if necessary.

We ask that all parents/guardians whose children carry auto-immune injectors speak to the Swim Co-ordinator before their child's lesson begins to ensure all relevant medication and information has been handed over.

9. Photography & Video

Please be aware that we occasionally take photographs/videos of lessons 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 Teacher or Swim Co-ordinator if you have any objections to being featured in this material.

10. Lesson details

Our swim school holds Swim England Accreditation, and we strictly adhere to all Swim England guidelines to ensure the highest standards of safety, quality, and instruction in our programs.

Teachers will work with the same group throughout the term to help with continuity. There may be an occasion that a teacher is replaced due to circumstances out of our control. We will ensure that the replacement teacher is aware of what content has been taught so far to ensure children's progression.

11. Specific Needs and/or Medical Conditions

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

It is the responsibility of the participant to contact ASEL on swim@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, and safely, participate and enjoy the activities.

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. We are not able to provide additional staff to support a child above the ratios of 1:8 for non-swimmer and beginner, and 1:12 for improver and advanced, irrespective of any specific needs or medical conditions. Alleyn's Swim School does not provide one-to-one support.

We are happy to accommodate a child with specific needs on a paid trial basis and reserve the right to review with a parent/guardian before accepting further bookings.

12. Equal Opportunities and Child Protection

Alleyn's Swim School supports equality and welcomes all children, regardless of their gender, ability, race or religion.

Each child attending the swim school is of equal value and is entitled to equal access and opportunity.

We operate a zero-tolerance policy on discrimination or bullying of any kind.

Alleyn's Swim School has legal obligations in relation to Safeguarding and Child Protection.

As a caring organisation, any suggestion of child abuse or neglect will be investigated and reported to Alleyn's School and our regulator, ISI, or other official agencies.

13. English as a Second Language

Alleyn's Swim Schools is open to all children, no matter their background or origin.

We do ask that all children attending Alleyn's Swim School can understand English and are able to speak it to a conversational standard as the bare minimum. This is to allow our staff to be able to effectively communicate with them and ensure their safety.

Children who are unable to communicate with their peers may not enjoy their time with us as much as others.

We are happy to accommodate a child with English as a second language on a paid trial basis and reserve the right to review with a parent/guardian before accepting further bookings.

14. Alleyn's' liability

All children in our care are covered by the Alleyn's School Public Liability Insurance.

Alleyn's shall not be liable to Clients in connection with the Swim School 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 Client has advised Alleyn's of the possibility of those losses, or if they were within Alleyn's' contemplation.

Alleyn's' total aggregate liability to Clients (whether arising in contract, tort or otherwise) for all and any breaches of these Terms, any negligence, or arising in any other way, shall not exceed in total the Fees paid by that Client for that lesson. 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, 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 lessons will be given to charity and will not be retained at the School.

15. Data Protection

We may contact you via email with information about our upcoming services (provided you have requested your details be used for this purpose).

You may opt out of our mailing list when booking, or afterwards at any stage.

We are committed to keeping your details confidential. We do not sell, rent, or lease our subscription lists to third parties, and we will not provide your personal information to any third-party individual, government agency, or company at any time unless compelled to do so by law.

16. 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 the Swim School, this should initially be raised with the Teacher or Swimming Co-ordinator.
 - 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 swim@alleyns.org.uk.
 - Your complaint will be investigated by our Sports Facilities Manager. 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.
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17. Safeguarding And Child Protection

The Alleyn's Holiday Camps adheres to the Alleyn's School Safeguarding and Child Protection policy that may be viewed [here](#).

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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