



**ALLEYN'S SCHOOL
ENTERPRISES LIMITED**
Townley Road, Dulwich, London, SE22 8SU

Telephone: 020 8557 1500 (Reception)
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Website: www.alleyns.org.uk

Company VAT Number: 124114072
Company Registration Number: 3525786

Terms & Conditions

Alley's Fitness and Wellbeing

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| Name of Policy | Terms & Conditions – Alley's Fitness and Wellbeing Classes |
| Reviewed by | Hannah Seppings, Joel Stewart |
| Date of review | January 2025 |
| Date of next review | January 2026 |

Overview

These terms and conditions govern all Alley's Fitness and Wellbeing Classes provided by Alley's School Enterprises Limited (ASEL). They should be read alongside the information provided on the website and any associated promotional materials.

1. Introduction and definitions

These terms (the "Terms") apply to individuals participating in Fitness and Wellbeing Classes offered by ASEL, referred to as "Alley's" in these Terms.

- **Participants:** Individuals attending Classes at Alley's.
- **Ticket Tailor:** An independent third-party service available at www.tickettailor.co.uk, through which Participants may register and pay for Classes.
- **Fees:** Payments made by Participants to register for and attend a Class.
- **Instructors:** Individuals teaching or leading a Class.
- **Website:** Alley's Classes website at www.alleyns.org.uk.
- **Working Day:** Monday to Friday (inclusive), excluding public holidays in England and days when Alley's is officially closed.

Where a Class description on Ticket Tailor includes specific provisions that conflict with these Terms, those specific provisions shall take precedence.

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

Alley's Fitness and Wellbeing Classes are managed by ASEL (Company Number: 03525786), the wholly owned trading subsidiary of Alley's School. Profits from ASEL activities are donated to the School through Gift Aid.

- **Address:** Alley's School Enterprises Limited, Townley Road, London, SE22 8SU

- **Tel:** +44 020 8613 5027
 - **Email:** enterprises@alleyns.org.uk
 - **Website:** www.alleyns.org.uk
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3. Booking a course

- Participants must be at least 18 years old to register for and attend a Class.
 - Bookings must be made through Ticket Tailor, and use of Ticket Tailor is governed by its [Terms of Service](#).
 - Payment in full and submission of any required registration documents are necessary to confirm a booking.
 - By making payment, Participants confirm agreement to these Terms & Conditions.
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4. Cancellation, postponement, transfer & substitution

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

As Classes 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 up to 24 hours before the Class is scheduled to start through Ticket Tailor. Options include:
 - Transferring the booking to another available Class (subject to any additional Fees).
 - Receiving a refund minus any admin fee charged to Alleyn's by Ticket Tailor.
- In exceptional circumstances, Participants may request a refund by emailing enterprises@alleyns.org.uk. Refunds are issued at Alleyn's discretion and processed within 10 Working Days if approved.

Cancellation by Alleyn's:

- Classes may be cancelled no later than 48 hours before the start date due to insufficient demand.
- Classes may also be cancelled at any time due to events outside Alleyn's control (e.g., Instructor illness or adverse weather).
- In such cases, Participants can transfer their booking or receive a full refund.

Transfers:

- Bookings may be transferred to another Participant with at least 24 hours' notice, provided the substitute Participant agrees to these Terms.
- Concessionary bookings can only be transferred if the substitute Participant is also eligible or agrees to pay any additional Fees.

Late Arrivals:

- Participants should arrive no earlier than 5 minutes before the start of a Class. Latecomers may be denied entry to the Class at the Instructor's discretion, and no refunds will be provided.
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5. Communication

From Participants:

- All communications, including cancellations or substitution requests, should be directed to enterprises@alleyns.org.uk.

From Alleyn's:

- Communications will be sent to the email address provided during booking. Participants are responsible for ensuring this email address is functional and checked regularly.
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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 Instructors, 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 Instructors, other Participants, or any third parties.
- Refrain from using audio or visual recording equipment without permission.
- Not copy, modify, or adapt Class contents or materials (except in the normal course of attending the Class), or share these with any third parties. Class materials provided by Alleyn's remain the property of Alleyn's and/or the Instructor.
- Keep any login details provided secure and not share these with any third parties.
- Only use any Alleyn's' facilities and equipment provided during Classes and in accordance with the directions of their Instructors.
- 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 Instructor before the Class begins to ensure all details are discussed and known in advance.

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 Class 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 Classes

Alleyn's reserves the right to remove Participants from a Class 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 Class, no refunds of any Fees will be provided.

8. Photography & Video

We may occasionally take photographs or videos for promotional or informational purposes. You will be notified in advance via email if any promotional photography or filming is scheduled.

Instructors may also request to capture photographs or videos during a class. They will always inform participants beforehand, explain how the content will be used (e.g., on social media), and seek explicit consent. Participation is entirely optional, and you can decline to be photographed or filmed at any time.

If you would prefer not to be included in any photos or videos, please notify us by email or speak directly with the Instructor.

9. Class details

Alleyn's will make every effort to deliver classes as described on the website or as otherwise communicated to participants. However, we reserve the right to make changes to class details, including dates and times. Please note that not all activities pictured or listed in our materials are always available.

Instructor details provided in class descriptions reflect the typical qualifications or experience of instructors likely to teach, but there is no guarantee that a specific instructor will lead any particular class unless explicitly stated.

In the event of changes, participants will be informed as promptly as possible via our website and/or email.

Unless otherwise specified, Alleyn's classes are unaccredited. Certificates of attendance, if issued, do not serve as evidence of achieving any particular standard, grade, or qualification.

The majority of instructors are employed by Alleyn's. However, on occasion, carefully selected third-party partners may deliver a class in collaboration with Alleyn's.

For any questions about class details, please contact enterprises@alleyns.org.uk

10. Reasonable adjustments

Alleyn's is dedicated to fostering an inclusive and accessible environment. We aim to make reasonable adjustments to support participants with long-term health conditions, specific learning difficulties, or disabilities in engaging fully with our classes.

Participants are responsible for informing ASEL of any medical conditions, special educational needs, or disabilities by contacting enterprises@alleyns.org.uk separately from their booking. This allows us to discuss individual requirements and explore reasonable adjustments to ensure participation in class activities wherever possible.

Each participant's needs are assessed on a case-by-case basis, depending on the level of support required. Please note, however, that Alleyn's is unable to provide one-to-one support.

Be aware that the Dance Studio is located on the first floor of our Sports Hall and may not be suitable for individuals unable to walk upstairs unassisted.

11. Medical, fitness and general health

It is our primary goal to ensure the health, safety, and well-being of all participants. As such, we require all attending to be physically fit and capable of participating in Classes.

Participants must not attend a Class:

- Within 14 days of a concussion.
- With a raised temperature.
- Within 48 hours of the last episode of vomiting or diarrhoea.
- Until cleared by their own doctors after infectious diseases.

Participants with asthma or severe allergies are required to bring their inhaler or adrenaline auto-injector to every class.

If a participant becomes ill or is involved in an accident during a class, they will be referred to the instructor or a first aid-trained member of staff to assess the situation. All incidents are recorded, and parents or guardians will be contacted if necessary.

Physical Activity Readiness Questionnaire (PAR-Q)

All participants must complete a Physical Activity Readiness Questionnaire (PAR-Q) before attending their first class. This form only needs to be completed once unless health or medical conditions change. The PAR-Q helps identify potential health risks and ensures participants are fit to engage in physical activities.

The PAR-Q form is available on the Alleyn's Fitness & Wellbeing website. It can also be completed as a physical copy and handed to the instructor before the class begins. Please ensure the form is filled out accurately and submitted before participating in your first class.

12. Alleyn's' liability

Alleyn's shall not be liable to Participants in connection with Classes 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 Class, shall not exceed in total the Fees paid by that Participant for that Class. 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 Class, 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 will be held by ASEL for up to one week after the Class. After this, items will be given to charity and will not be retained at the School.

13. Complaints

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

1. If you have a concern regarding a Class, this should initially be raised with the Instructor.
 2. If you are unable to resolve the issue, the ASEL Office will be advised and will attempt to resolve the issue to your satisfaction.
 3. If you are still unsatisfied and wish to make an official complaint, then please send an email detailing the issue to enterprises@alleyns.org.uk.
 4. Your complaint will be investigated by our Sports Facilities Lead. Our Chief Financial Officer, Co-Commercial Director and Commercial Sports Manager will be informed of the problem and actions taken to resolve.
 5. 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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14. 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 Class 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.

15. Safeguarding & Child Protection

Alleyn's Classes adhere to the Alleyn's School Safeguarding and Child Protection policy, which can be found [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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