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

Terms & Conditions
Alleyn's Fitness and Wellbeing

Name of Policy	Alleyn's Fitness and Wellbeing - Terms & Conditions
Reviewed by	Joel Stewart
Date of review	September 2026
Date of next review	September 2027

Please read these terms before booking or purchasing sessions. Contact us if you need an explanation or an accessible copy. These terms apply to our fitness classes and personal training (PT).

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1. Who provides the service

Your contract is with Alleyn's School Enterprises Limited (ASEL), company number 03525786. In these terms, "we", "us" and "our" mean ASEL.

- Address: Alleyn's School Enterprises Limited, Townley Road, London SE22 8SU
- Fitness enquiries: fitness@alleyns.org.uk
- Telephone: 020 8613 5027

Mindbody provides our booking platform. We remain responsible for delivering the services you purchase from us, including sessions delivered on our behalf by other instructors.

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2. Booking and payment

Book through Mindbody or another booking channel we expressly authorise. A booking is confirmed when payment, or a valid session credit, has been accepted and you receive confirmation. Any free session must also be booked.

Prices, session descriptions and any offer restrictions will be shown before purchase. Prices include VAT where applicable. A pack does not guarantee a place in a particular session; each session must be booked and is subject to availability.

Keep your contact and emergency contact details accurate. Each person attending must be identified in our attendance records and complete the required health screening before participating.

The payment, pack and cancellation arrangements below apply to purchases made directly from ASEL, including through Mindbody. If you purchase through an authorised third-party platform, its payment, cancellation and refund terms apply to that purchase. Our participation and safety requirements still apply, and we remain responsible for the sessions we deliver. Your statutory rights are unaffected.

3. Age requirements

Standard classes and one-to-one PT are for adults aged 18 and over.

Designated Parent and Teen classes are for young people aged 13 to 17 attending with a participating parent or legal guardian aged 18 or over. The adult may make the booking through their own Mindbody account. The adult must remain with the young person throughout the session and while on site.

The parent or legal guardian must make or authorise the young person's booking, accept these terms for that booking and complete and sign the young person's paper PAR-Q with them, as explained in section 9. They should explain the participation rules to the young person. Accepting these terms does not waive the young person's legal rights.

4. Credits, packs and expiry dates

The following periods run from the date of purchase:

- Single group-class credit: one month.
- Introductory offer, three classes for the price of two: 31 days.
- Five-class pack: three months.
- Ten-class pack: six months.
- Five-session PT pack: six months.
- Ten-session PT pack: eight months.

Sessions must be attended before the credit or pack expires. We will not shorten an expiry period after purchase. An expiry date will not invalidate a later session date that we have already accepted and confirmed.

Credits and packs are for the named participant and cannot be shared. Individual group-class bookings may be transferred as described in section 5.

Unused credits normally expire at the end of their validity period. Where our cancellations, closures or trainer unavailability prevent reasonable use, we will extend validity to cover the disruption and allow a reasonable opportunity to use the affected sessions. If we cannot provide the remaining sessions, we will refund the unused balance.

If serious illness, injury or another exceptional circumstance prevents you using a pack, contact us promptly to discuss an appropriate extension or other arrangement. We will consider the circumstances fairly and respect any applicable legal rights.

5. Cancelling or changing a session

Cancel through Mindbody. If this is not possible, email fitness@alleyns.org.uk with your name and booking details. PT sessions may also be cancelled by a written message to your trainer, who will record the cancellation in Mindbody. Notice is measured from the time the cancellation is made in Mindbody or your message is received, rather than when staff read it.

Group classes require at least 12 hours' notice. PT appointments require at least 24 hours' notice.

If you give the required notice:

- A pack booking has its credit restored.
- A separately purchased session can be transferred to another available session or refunded, at your choice.
- We do not deduct an administration fee.

Restored credits retain their existing expiry date, subject to the extensions described in section 4. Any price difference for a transfer will be explained and settled before the replacement booking is confirmed.

If you cancel with less notice or do not attend, the session fee will normally be retained or one pack credit used. There is no additional late-cancellation or no-show fee. If your place is resold, we will return the fee or credit. We will also reduce any charge where we otherwise avoid the loss and consider waving it in exceptional circumstances. We will not charge you for a session we cancel. These arrangements do not override statutory cancellation rights.

To transfer a group-class booking to another person, contact us at least 24 hours before the session. The replacement must meet the age and eligibility requirements, register, complete health screening and accept these terms. Any difference in price must be agreed before the transfer. Do not share account login details.

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6. When we cancel or change a session

We will give at least 12 hours' notice if we cancel a group class because of low bookings. Unexpected illness, unsafe conditions or other unforeseen disruption may require cancellation with less notice. We will notify affected clients promptly by email and, for last-minute changes, by telephone or text using the details provided.

If we cancel a session, you may choose:

- A replacement booking.
- Restoration of the pack credit, with an appropriate expiry extension where needed.
- A refund of the amount paid for the affected session.

For a pack, the refund is calculated using its discounted per-session price. Refunded sessions are removed from the remaining pack balance.

If we significantly change the time, location or nature of a session and the revised arrangement does not suit you, the same choices apply.

We may provide a suitably qualified replacement instructor. If a particular instructor was an expressly agreed essential part of your booking and you do not accept the replacement, the same cancellation choices apply.

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7. Cancelling a pack purchase and receiving a refund

For class packs and PT packs bought online, you have a 14-day cancellation period starting the day after purchase. An unused pack will be refunded in full.

If you want sessions to begin during those 14 days, we will ask you to expressly request an early start. You can still cancel the pack during that period. Where sessions have already been provided at your express request, we will deduct their value at the pack's discounted per-session rate and refund the balance. We will not recalculate completed sessions at the higher single-session price.

To cancel a pack purchase, tell us clearly by email, telephone or post using the details in section 1. Include your name, purchase date and the pack concerned. You may use the optional form at the end, but you do not have to. Cancelling

the pack also cancels future bookings using its remaining credits.

After the 14-day period, a change-of-mind refund is not normally available. This does not affect refunds, extensions or other remedies arising from our failure to provide the service, these terms or your statutory rights.

The statutory cooling-off exception for leisure activities on specified dates can apply to individual dated class bookings. It does not remove the cancellation rights we give you in these terms. Any statutory cancellation right that applies takes priority over our ordinary cancellation rules.

We issue refunds without undue delay and within 14 calendar days of cancellation or, for a discretionary refund, within 14 calendar days of agreeing it. Refunds use the original payment method unless you agree otherwise, with no administration deduction.

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8. Personal training

One-to-one Personal Training (PT) is available as single sessions and five- or ten-session packs.

Arrange appointment times with your trainer. All appointments and payments must be recorded in Mindbody. Pay ASEL through its approved payment arrangements; do not make private payments to instructors for ASEL sessions.

Book sufficiently early to use your pack within its validity period. If suitable appointments are unavailable, contact fitness@alleyns.org.uk so we can arrange an alternative or apply section 4.

The 24-hour cancellation requirement applies to each PT appointment, including a separately purchased single session.

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9. Health screening and safe participation

Adults must complete a Physical Activity Readiness Questionnaire (PAR-Q) through Mindbody before their first session.

For young people attending Parent and Teen classes, the instructor will provide and collect a separate paper PAR-Q on the day of their first class. The parent or legal guardian must complete and sign it with the young person. The instructor will review the form and discuss any responses requiring follow-up before the young person takes part. The adult's Mindbody PAR-Q does not cover the young person.

Complete an updated PAR-Q if relevant health information changes or we ask you to refresh it. Adults update their information through Mindbody; young people's forms are updated on paper with the instructor. In either case, tell the instructor about any relevant changes before participating.

The PAR-Q helps identify matters requiring discussion or further advice. It is not a medical examination or a guarantee that an activity is suitable for you. Accepting these terms does not replace completing the questionnaire.

Tell your instructor before participating about any injury, condition, symptoms or relevant medication that could affect safe participation. Where screening or a health concern indicates that medical advice is needed, seek advice from an appropriate healthcare professional before taking part. We may need to discuss adjustments or postpone participation while a safety concern is assessed.

Exercise involves risks, including strains, falls and injury. Choose an appropriate level of activity, follow instructions and stop if you feel unwell, dizzy, in pain or otherwise unsafe. Inform the instructor immediately.

Do not attend with a fever or an infectious illness that could put others at risk. Following vomiting or diarrhoea, wait at

least 48 hours after the last episode. Follow any further relevant medical or public health advice.

Following a suspected concussion or significant head injury, stop exercising and seek appropriate medical advice. Return to exercise in line with that advice and current concussion guidance; the passage of a fixed number of days does not establish that it is safe to return.

Bring any prescribed emergency medication you may need, such as an inhaler or adrenaline auto-injector, and tell the instructor where it is kept. Inform us about any assistance you may need.

Report accidents, injuries and feeling unwell to the instructor immediately. We may arrange first aid or emergency assistance and contact your emergency contact or a young person's parent or guardian where appropriate.

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10. Accessibility and support

We welcome discussion of access or support needs and will make reasonable adjustments. Contact fitness@alleyns.org.uk before booking where possible so we can discuss the class, venue and any assistance or alternative arrangements.

The Dance Studio is on the first floor. Contact us to discuss access if stairs present a difficulty. We will consider the actual access arrangements and reasonable alternatives.

Group classes do not include dedicated one-to-one support. If you need additional support, discuss this with us so suitable arrangements can be considered. Decisions about participation will be based on individual needs and a proportionate assessment of safety, taking reasonable adjustments into account.

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11. Arrival, conduct and use of the site

Follow the arrival and entrance instructions for your booking. Do not enter the school site more than five minutes before your session unless we have agreed otherwise. Be ready to begin on time.

An instructor may refuse late entry where missing the warm-up or safety instructions would make participation unsafe or significantly disrupt the session. Normal late-cancellation arrangements apply, except where the delay is our responsibility or an agreed adjustment requires a different approach.

Follow reasonable staff instructions and treat everyone respectfully. Harassment, discriminatory behaviour, threats, abuse and deliberate damage are not acceptable. Do not participate while impaired by alcohol or drugs.

Use only the areas and equipment authorised for your session and follow evacuation and other safety instructions. Do not share access cards or allow unauthorised people onto the site.

Do not photograph, film or record other people without their permission and the instructor's approval. Do not reproduce or distribute instructors' materials without permission.

Relevant visitor, safety, safeguarding and CCTV information is available at: https://www.alleyns.org.uk/all-about-alleyn-s/policies-and-reports

We will draw relevant requirements and material changes to your attention. School policies do not remove your rights under these terms or consumer law.

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12. Refusal of participation or ending access

We may stop a session or refuse participation where reasonably necessary to protect safety or address serious or repeated misconduct. We will explain the reason and consider reasonable adjustments where relevant.

Any charge for an affected session will be assessed fairly considering the circumstances and our actual loss. Exclusion does not automatically forfeit all unused prepaid sessions.

If we end your access to the programme, we will refund unused prepaid sessions, subject only to any separately explained, lawful and proportionate deduction. We will not penalise you for raising concern or making a complaint.

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13. Belongings and lost property

Take reasonable care of your belongings and avoid bringing unnecessary valuables. We remain responsible where loss or damage is caused by our failure to take reasonable care.

We will normally retain lost property for at least four weeks. We will make reasonable efforts to contact an identifiable owner and give reasonable notice to collect before arranging lawful donation or disposal. Valuable items, identity documents and medication will be handled appropriately. Unsafe or perishable items may need to be disposed of sooner.

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14. Privacy, photographs and filming

We use personal information to manage bookings, payments and communications and to support safe delivery of sessions. Health information is treated confidentially, with access limited to those who need it for an appropriate purpose. Relevant information may be shared where necessary for emergency assistance, safeguarding or legal obligations.

Our Privacy Notice, which covers ASEL, explains how personal information is handled and how to exercise your rights. It is available through: https://www.alleyns.org.uk/all-about-alleyn-s/policies-and-reports

Mindbody also provides privacy information about its own processing. Its involvement does not remove our responsibility for information we handle. Where separate consent is required for health information, we will request it through the health-screening process.

Promotional photography or filming requires a separate, optional agreement explaining the intended use. Refusing will not affect access to classes. For participants under 18, we will obtain appropriate parental permission and take the young person's wishes into account.

You may withdraw photography consent by contacting fitness@alleyns.org.uk. We will stop new use and remove images from channels we control where reasonably possible. We will explain any limitations, such as printed material already distributed. Withdrawal does not make earlier lawful use unlawful.

Accepting these terms does not give consent to promotional photography, filming or marketing.

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14. Our responsibilities and your legal rights

We will provide services with reasonable care and skill and as described when you book. We remain responsible for

staff and instructors acting on our behalf.

We are responsible for reasonably foreseeable loss or damage caused by our breach of these terms or our failure to use reasonable care and skill. Loss is foreseeable where it is an obvious consequence or was something both parties knew might happen when the contract was made.

We do not exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

Your acknowledgement of the risks of exercise does not waive these responsibilities or your statutory rights.

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15. Questions, complaints and safeguarding

For a service concern, speak to the instructor where appropriate or email fitness@alleyns.org.uk . We will acknowledge your complaint, explain who is handling it and tell you when to expect a response.

You may ask for review by the Co-Commercial Director responsible for Fitness and Wellbeing through enterprises@alleyns.org.uk . This route is also available if your complaint concerns the Sports Facilities Lead. If unresolved, or if the complaint concerns the Co-Commercial Director, contact CFO@alleyns.org.uk .

Raise safeguarding concerns promptly with the School's Designated Safeguarding Lead at safeguarding@alleyns.org.uk. For ASEL activities, you may also contact Oliver Watkins, Co-Commercial Director and Deputy Designated Safeguarding Lead, on 020 8557 1557. Do not wait for the complaints process where someone may be at risk. Call 999 in an emergency.

The School's Safeguarding and Child Protection Policy is available through the policy link in section 11.

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16. Changes to these terms and applicable law

The version provided when you purchase applies to that purchase. Updated terms will normally apply to new purchases. We will not retrospectively reduce the value, validity or cancellation rights of an existing purchase.

If a change affecting an existing purchase is necessary for a legal or genuine safety reason, we will explain it and give as much notice as reasonably possible. If it significantly affects the service and you cannot accept the revised arrangement, we will offer an appropriate alternative or refund for unused affected sessions.

Booking descriptions explain the session or offer. They do not automatically override these terms, remove statutory rights or introduce undisclosed charges.

English law applies. Nothing in these terms removes mandatory consumer protections or prevents you using a court that the law entitles you to use. If one provision is unenforceable, the remainder continues to apply.

ENDS