

Fiesta Sports Coaching Ltd - Terms and Conditions

- **EXTRA CURRICULUM CLUBS**
- **KIDS+ BEFORE & AFTERSCHOOL CLUB (WRAP AROUND CARE)**
- **CAMP BOOKING**

1. General Booking Information

- We provide childcare for children aged between 4-11 years old.
- **Wraparound bookings** are ad-hoc. Our flexible booking system offers a range of options (e.g., book for 1 day, 1 week, a term, or an academic year).
- **Club bookings** are block bookings.
- **Camp bookings** are ad-hoc bookings.
- **Registration:** Registration and payment for all of our classes and holiday clubs must be done via our online booking portal. Parents must create an account on iPAL (<https://fiestasportscoaching.ipalbookings.com>) and complete the necessary account setup, including parent/child details, medical information, privacy notices, and photo permission consent, before booking.
- **Your Child's Information:** Accurate information about your child's date of birth, medical conditions, physical or behavioural matters, or any other additional needs must be provided on the registration form. Failure to do so may result in the child being excluded from certain activities or the booking being cancelled.
- **Timetables:** Weekly activity timetables for holiday clubs will be available on our website and displayed at our holiday club but are subject to change. Refunds or compensation will not be given if changes are made.
- **Our Main Website:** www.fiestasportscoaching.co.uk

If you need further assistance, email info@fiestasportscoaching.co.uk with your account name, email, booking location, and child's name.

Health & Liability Declaration: By booking, you acknowledge that Fiesta Sports Coaching Ltd cannot be held responsible for property loss, damage, or sustained injury. You confirm that your child is medically fit for moderate to high-level physical activity and that you have fully disclosed any medical conditions, disabilities, or allergies. You authorise our staff (who are first-aid trained, qualified, insured, and DBS checked) to administer first aid and arrange transport to a hospital in a medical emergency.

2. Pricing and Payments

Payments are due at the time of booking. We accept card payments (instalment plans can be set up during the payment process), Tax-Free Childcare, and childcare vouchers.

Variable Pricing and Times: Please be aware that session times and pricing are subject to change and may vary per venue. The specific times and rates presented during the booking process represent the most current and accurate information for your specific location. We do not charge for bank holidays and professional training days.

Payment Terms: The price per session applies to all children and is payable for all booked sessions, including when your child is sick or on holiday (in line with our cancellation policy). Please ensure that payments are paid promptly.

Sibling Discount:

- A 5% sibling discount is offered for all bookings. Both siblings must attend on the same day to qualify.

Childcare Vouchers:

- We accept all childcare vouchers and Tax-Free Childcare for our services.
- Please allow up to 5 working days for these payments to reach us

Late Payments

All bookings are payable at the time of booking unless an approved payment method, such as Tax-Free Childcare or Childcare Vouchers, has been selected. Parents and carers remain responsible for ensuring sufficient funds are available in their TFC account for autopayments and received within the required timescales. It is the account holder's responsibility to ensure all payments are made on or before the due date.

Where payment has not been received, Fiesta Sports Coaching Ltd reserves the right to take the following action:

- **7 Days Overdue:** A reminder email will be issued, and a **£10 late administration fee** will be added to the outstanding balance.
- **14 Days Overdue:** If payment remains outstanding, we reserve the right to suspend your child's attendance, cancel future bookings, and refuse any new bookings until the account has been brought fully up to date.
- **21 Days Overdue:** A final payment reminder will be issued advising that, unless payment is received or an agreed payment arrangement is in place, the account may be referred for debt recovery.
- **28 Days Overdue (or after four unsuccessful payment reminders):** Where payment remains outstanding and no communication or agreed payment arrangement has been made, Fiesta Sports Coaching Ltd reserves the right to refer the outstanding balance to a third-party debt recovery agency or commence legal proceedings to recover the debt. Any additional costs, court fees, statutory interest, legal fees, or debt recovery charges (where recoverable by law) may be added to the outstanding balance.

If an account remains overdue, Fiesta Sports Coaching Ltd reserves the right to refuse attendance, suspend or cancel existing bookings, prevent any future bookings from being made, and withhold access to our services until the account has been settled in full.

We understand that unforeseen financial difficulties can arise. If you are experiencing difficulties making payment, we ask that you contact us as soon as possible before your payment becomes overdue. We will always endeavour to work with families who communicate with us proactively and may, at our sole discretion, agree to a suitable payment arrangement. Failure to communicate with us regarding overdue payments may result in the actions outlined above being implemented.

3. Pupil Premium Booking Process

1. Overview of Pupil Premium

- **What is Pupil Premium?**

Pupil Premium is a funding allocation provided by schools to support eligible children.

- **Who manages it?**

Schools are responsible for confirming eligibility, allocating funds, and managing bookings.

2. Booking Process

- **For Parents/Guardians:**

- **Eligibility and Bookings:**

- Parents must contact their child's school directly to confirm eligibility and arrange bookings.
- Schools will manage bookings via their dedicated school account on the Booking Portal and it is the school's responsibility to provide booking confirmation to parents.

- **Restrictions on Parent Accounts:**

- Parents are not permitted to book 'Pupil Premium' spaces through personal accounts.
- Any parent-initiated bookings selecting "Pupil Premium" will be cancelled, requiring rebooking through the school.
- If eligibility is not verified by the school, sessions must be paid in full by parents.

- **For Schools:**

- **Account Management:**

- Schools must use their account on our Booking Portal for all Pupil Premium bookings.
- This includes adding, amending, or cancelling bookings
- Once the school submits a booking, a confirmation email and invoice will be automatically generated. The child will then be booked, and the school can pay via their usual method.

- **Guides and Support:**

- Schools should refer to provided guides for setting up accounts and managing bookings efficiently.
- Parents/Guardians should communicate directly with their child's school about pupil premium bookings.

3. Responsibilities

- **Schools:**

- Notify parents of their child's eligibility for Pupil Premium.
- Manage bookings through the dedicated school account and make payment through their usual method.

- **Parents:**

- Work directly with schools to confirm eligibility and book sessions.
- Refrain from using personal accounts for Pupil Premium bookings.

4. Rationale for this approach

This updated process aims to:

- Ensure efficient and transparent use of Pupil Premium funds.
- Grant schools' full control over bookings and funding allocations.
- Reduce delays and payment complications.

- Avoid issues where parents are unable to book due to overdue accounts or unpaid Pupil Premium funds.
- Ensure a **seamless and efficient experience** for everyone involved.

5. Contact Information

For any questions or assistance:

- **Parents:** Contact your child's school directly.
- **Schools:** Reach out to Fiesta Sports Coaching for support with the Magic Booking Portal setup or booking management.

4. Cancellations, Amendments & Credit Notes

You can manage your bookings (add, amend, or cancel) directly through your account on our booking system, which updates our live registers immediately. We advise that you also email info@fiestasportscoaching.co.uk and inform the school directly if you are cancelling on the day.

Notice Period for Cancellations:

- **2-Day Notice Rule:** A minimum of **2 days' notice** is required before the start date of your booking (Only for wraparound care and camps) to be eligible for a credit note.
- **Example:** If your booking is for a Wednesday, you must cancel by Monday at the latest to receive a credit.
- Cancellations made with less than 2 days' notice will not be eligible for a credit note, regardless of the reason.
- **Block Bookings:** Cancelled sessions for recurring contracts (e.g., block-booked before & after school clubs such as Football, Netball etc) are **not** eligible for refunds or credit notes.

Credit Note & Refund Policy:

- **No Refunds Issued For:** Missed sessions due to holidays, family commitments, doctor's appointments, or a participant's change of mind. We also do not refund for events beyond either party's control (e.g., government mandates, natural disasters, facility damage).
- **Discretionary Refunds:** We *may* offer refunds in extreme circumstances, such as a family relocating far away or verifiable safeguarding concerns. We also reserve the right to decline this offer if we feel the system is being abused/ taken advantage of.
- **Guaranteed Refunds:** If Fiesta Sports Coaching cannot fulfil a session (e.g., staff illness without a replacement or venue closure), we will attempt to reschedule, extend times, or offer a refund for missed sessions.

Absence & Illness:

- If a child is off school for any reason, please inform us as soon as possible to avoid concerns over missing children.
- If your child is off sick and you need to cancel a session within the non-refundable period, and you inform us before the session, we will allow you to exchange this for another session within a 14-day period free of charge.
- If your child is sick on the last day of a school term, we will allow this session to carry over to the first school week back after the holiday period.

- If a child isn't well enough to attend or has contracted an infectious illness, we ask that parents do not send their child to us.
- If a child becomes ill during our class, we reserve the right to contact a parent/guardian to arrange immediate collection.
- By booking, you confirm your child is fit and healthy up to government standards. Fiesta Sports Coaching Ltd cannot be held accountable for illnesses possibly obtained at our provisions.

Absences & Missing Children:

- If your child will be absent, you **must** notify us directly via your account by cancelling the session, text to the venue phone, or email.
- Informing the school is not sufficient, as they do not automatically pass this on.
- If a child is absent without explanation, they will be treated as a "missing child." We will contact parents, the school, and if we are still unable to contact anyone, we will implement our safeguarding procedures. These may include contacting the local police and ask them to undertake a welfare check at the registered address and contacting children's services to report out concerns.
- In line with Ofsted, we will regularly monitor children's attendance patterns and trends. Where we have repeated absences without notification, staff will use their professional judgement when deciding if their absence should be considered as prolonged. Consideration must be given to the child's vulnerability, parent's and/or carer's vulnerability and their home life. If we have concerns, we will make a referral to local children's social care and may also ask the police to undertake a welfare check.
- Fiesta makes clear to all staff, parents, and partner organisations our expectations for reporting child absences and the actions we will take if a child is absent without notification or for a prolonged period of time.
- We expect parents/carers to contact us promptly and let us know if the child is not attending. A reason for the child absence will be requested.

Arrivals, Departures & Collection Procedures

- **Sign-Out:** Our team will sign your child out using our electronic register system.
- **AM Wraparound/Camps:** Parents must physically drop their child off at the gate with the staff member registering children (parents must not remain in the car).
- **PM Wraparound/Clubs:** Our staff will collect children directly from school.
- **Protected Time:** From the end of the school day until 4:30 pm, no collection is available.
- **Authorised Collectors:** Children will only be released to authorised collectors. We expect that your child will normally be collected by the people you have named on your booking account. We ask the child to identify the adult who is collecting to match who is on your collection list. If you need a different person to collect your child on a particular day, you must notify us in advance. This best approach can be by informing one of our team on site, leaving a text to the dedicated provision phones. Or emailing info@fiestasportscoaching.co.uk

If we have not been informed of a different person collecting, we will contact the main parent or carer of the account for confirmation. We will not release your child into the care of a person unknown to us without your authorisation.

When registering and making any new booking for any of our wrap-around care, clubs/ camps or courses, it is the parent's responsibility to ensure that a participant is collected at the correct time.

Walk home alone – Only Eligible Children will be allowed to leave a Fiesta session if the parent has consented to this option via their parent account. It is the parents' responsibility to update their child's account appropriately to ensure Fiesta have the appropriate consent.

Late Collection Fees and Procedures: Fiesta Sports Coaching Ltd reserves the right to charge a fee for late collection.

- **Immediate Late Fee:** If a child is collected late, the parent/guardian will be subject to an immediate charge of **£5 per child**.
- **Ongoing Late Fee:** An additional **£5** will be charged for every **15 minutes** after the collection time.
- **Payment Process:** If the parent/guardian is unable to pay the late fee at the time of collection, an email request for payment will be sent.
- **Repeated Lateness:** Repeat late collections may result in your child's place being cancelled without a refund for the remaining booked sessions. *(Note: If you are delayed, you must call the relevant venue provision phone immediately.)*
- If Fiesta is not informed and late collections occur repeatedly, our **Late Collection Procedures** and **Uncollected Children Policy** will be applied
- If you collect after 6pm you may also be asked to contribute towards any extra staff wages and transport costs incurred.
- If your child remains uncollected after **6.30pm [30 minutes after the provision closes]** and you have not warned us that you will be delayed, and we have been unable to reach you or any of your emergency contacts we will contact the Social Care team.

Health, Medical & Food

- **Food & Drink:** A light snack and drinks are provided at our breakfast and after-school clubs. Any child attending our holiday camps will need to bring a packed lunch and a refillable drinks bottle.
- **ALLERGY ALERT:** NUTS and SESAME are strictly not allowed at any of our sessions. This includes foods with nuts in them (e.g., nutty cereal bars, Nutella, hummus, etc.).
- **Medication:** If your child requires medication of any sort, you must complete a permission slip, health care plan on your parent account, and provide a supply of medication at the club.
- **Accidents & Incidents:** If necessary, Fiesta Sports Coaching Ltd reserves the right to administer basic first aid treatment. Parents will be informed of all accidents immediately via an automatic email. For accidents of a more serious nature involving hospital treatment or any head injuries, all attempts will be made to contact the parents. Failing this, the club requires consent to act on behalf of the parents to authorise any necessary medical treatment.

Safeguarding, Behaviour & Code of Conduct

- **Safeguarding:** Our team has a duty to respond if they suspect a child may be suffering from abuse or if a child discloses information of abuse. In this event, staff will contact the relevant local authority and act on their advice. You may also refer cases to the Multi-Agency Safeguarding Hub (MASH) at 0300 126 1000.
- **Participant Behaviour:** We expect high levels of teamwork and good behaviour. We have strict zero-tolerance policies on bullying, racism, and homophobia. We reserve the right to exclude a child with no refund if they breach these expectations or pose a safeguarding risk.
- **Abuse to Staff:** The threat or use of physical violence, verbal abuse, intimidation, or harassment towards our staff is strictly prohibited and is likely to result in the immediate termination of your child's place. Such incidents may also be reported to the police.
- **Health & Safety:** Chewing gum is strictly prohibited. All earrings and jewellery must be removed by the child before participation. Children must wear appropriate clothing for the weather
- Please note we will follow our appropriate company policies for these matters.

Personal Property & Lost Property

- Children should not bring valuable toys and belongings when attending our clubs.
- Fiesta Sports Coaching Ltd cannot be held responsible for property loss, damage, or sustained injury.
- We cannot guarantee the return of lost property but will do our best to return items on request. It would be much appreciated if you could label your child's belongings.
- If items are not claimed after 4 weeks, they will be given to a local charity shop.

Media, Privacy, Insurance & Complaints

- **Insurance:** All children in our care are covered by our public liability insurance.
- **Photo & Video Footage:** We may take photographs and video footage at our clubs to use for training and promotional purposes. Where possible, we post photos to our social media platforms for parents to view. To exclude your child, you must answer 'no' to photo/video footage when completing registration details on our online booking system.
- **Data Protection:** We are the data controller for your personal information. We collect details to process your booking and may hold some details for future marketing purposes. You have the freedom to unsubscribe at any point. Read our full GDPR policy at: <https://www.fiestasportscoaching.co.uk/policies/>
- **Non-Solicitation:** Whilst a child attends any of our services and for a period of 12 months after, the customer shall not directly or indirectly solicit any employee working in any capacity for Fiesta Sports Coaching Ltd. Additionally, partner schools shall not solicit our employees for a period of 12 months.
- **Complaints:** If you are not satisfied with our services, please view the complaints procedure in the Customer Handbook. Any specific complaints should be directed to: info@fiestasportscoaching.co.uk

Further agreement:

Places are offered on a first-come first-served basis. Once the maximum number of participants at our services has been reached, we will then operate a waiting list on a first come, first served basis in case any additional places become available (e.g. due to dropouts or because we are able to expand the capacity), with the following order of priority:

1. Siblings of children already attending

2. Those requiring the greatest number of sessions/hours per week

Fiesta Sports Coaching Ltd takes your privacy very seriously.

Our privacy and GDPR policy can be seen on the Guides/ Policies section of the website <https://www.fiestasportscoaching.co.uk/policies/> and sets out how we use and look after the personal information we collect from you. We are the data controller, responsible for the processing of any personal data you give us. We take reasonable care to keep your information secure and to prevent any unauthorised access to or use of it. Our online booking system generates a password protected register which will need to be shared a) with the office staff at the school hosting any after school club and b) with the staff in charge of the session. We will not share your personal data with any other third parties (unless you have given us specific permission to do so).

Fiesta Sports Coaching must ensure that when personal data is no longer needed for specified purposes, it is deleted or anonymised. We will ensure that personal data we hold is accurate and kept up to date. We will check the accuracy of any personal data at the point of collection and at the start of each academic year (1st August). We will take all reasonable steps to destroy or amend inaccurate or out-of-date data.

Communications to parents may be sent periodically by email/ text/ booking system/ booking descriptions/ parent handbooks/ Newsletters/ our social media pages/ venue gates. These will be relevant and informative, and you have the freedom to unsubscribe at any point. These communications will involve Fiesta Sports Coaching Ltd Activities.

Fiesta Sports Coaching Ltd reserves the right to exclude a child from our services if there is persistent bad behaviour or there is an immediate safeguarding risk to either other children or staff on site with no refund. Our staff are experienced and trained in behaviour management, but we expect high levels of behaviour and teamwork from our participants.

Fiesta Sports Coaching Ltd has clear safeguarding, anti-bullying and anti-racism policies and we take these issues very seriously. All participants, parents and staff at our courses have the right to enjoy taking part without fear or intolerance because of their ethnicity, religion, sexuality, size, shape, gender or economic background. We reserve the right to remove a participant from one of our courses if there has been a breach of our high expectations (e.g. related to racism, bullying or homophobia) with no refund. Any queries should be directed to info@fiestasportscoaching.co.uk. Safeguarding concerns should be directed to the Directors at Fiesta Sports Coaching in the first instance.

Alternatively, please refer all cases of suspected abuse or neglect to the Multi Agency Safeguarding Hub (MASH), Police (cases where a crime may have been committed) and to the Channel programme where there is a radicalisation concern. Safeguarding Referrals must be made in one of the following ways:

- By telephone contact to the Multi-Agency Safeguarding Hub (MASH): 0300 126 1000 (Option 1)
- By e-mail to: MASH@northamptonshire.gcsx.gov.uk
- By using the online referral form found at: <http://www.northamptonshirescb.org.uk/more/borough-and-district-councils/how-to-make-an-online-referral/>

In an emergency outside office hours, contact children's social care out of hours team on 01604 626938 or the Police. If a child is in immediate danger at any time, left alone or missing, you should contact the police directly and/or an ambulance using 999.

For our bookings, it is vital that parents follow our recommendations for clothing, footwear and food. We always recommend that participants have warm weather clothing such as a coat/ waterproof, hat and gloves. All participants should also have a refillable drinks bottle. On holiday camps, parents should ensure that their child brings a packed lunch and wears a hat/ sunscreen if the weather is expected to be hot. Fiesta Sports Coaching staff will not administer sunscreen for safeguarding reasons. This will have to be administered by the parent or the child themselves. Fiesta Sports Coaching Ltd reserves the right to refuse access to our services if a child does not have adequate kit to ensure they can take part in the activity safely.

Fiesta Sports Coaching Ltd. cannot be held accountable for any illness that is possibly obtained from one of our services. Whether this be from another child or a staff member. You (the customer), when booking a participant onto a service accept the risks of the situation mentioned above. You (the customer) are responsible for following government guidelines and by booking a participant onto our services are confirming that the participant is fit and healthy up to government standard to participate onto our services. Our staff members will be held to and conform to these standards also.

By booking a participant on to one of our services we understand that you have read through and agree to all the terms and conditions, booking description, parents handbook and agree to abide by everything described in these terms and conditions, booking description and parent handbook.

We reserve the right to amend these terms and conditions, parent handbook, booking description at any time and you should therefore check them each time you make a booking.

