# **Fiesta Sports Coaching Ltd**

## **Terms and Conditions**

# EXTRA CURRICULUMN CLUBS, KIDS+ (WRAP AROUND CARE) & CAMP BOOKING TERMS AND CONDITIONS

# **Booking procedure:**

Parents must create an account on magic booking

https://fiestasportscoaching.magicbooking.co.uk or our main booking system www.fiestasportscoaching.co.uk dependent of the school and complete the necessary account set up process, i.e., parent details, child details, medical, privacy notice and photo permission consent, before booking their child.

I hereby acknowledge that Fiesta Sports Coaching Ltd cannot be held responsible for any loss of, or damage to property, or injury sustained. I can confirm that my child is to the best of my knowledge medically fit to take part in moderate to high level physical activity and that I have fully disclosed any medical conditions/ disabilities/ allergies that my child has before starting the course. I authorise Fiesta Sports Coaching Ltd staff (who are first aid trained, qualified, insured and DBS checked) to administer first aid and to arrange transport to hospital should a medical emergency occur.

## Payment:

The current club, wraparound or camp prices vary from each venue. Please refer to the event booking description.

Payments are payable at the time of booking by card, (on magic booking instalment plans can be set up during the payment process), Tax-Free Childcare (magic booking account), or childcare vouchers (magic booking account).

The price per session per child applies to all children. This is payable for all booked sessions including when your child is sick, or on holiday (regardless of the amount of notice given).

We do not charge for bank holidays and professional training days.

Please ensure that payments are paid promptly. Non-payment for more than one month may result in your place being terminated.

## Changes to days and cancelling your place

For bookings via <a href="https://fiestasportscoaching.magicbooking.co.uk">https://fiestasportscoaching.magicbooking.co.uk</a> - It is the account holder's responsibility to amend or cancel bookings up to one week in advance.

- Any booked sessions which are not attended are still charged.
- Please note, adaptations & cancellation requests within a week of the session still require a
  phone call or email and may not qualify for a credit note.

For bookings through our main website: <a href="www.fiestasportscoaching.co.uk">www.fiestasportscoaching.co.uk</a> - If you need to change the days that your child attends, please contact <a href="mailto:info@fiestasportscoaching.co.uk">info@fiestasportscoaching.co.uk</a> You must give us one week's notice of termination, or of changes in attendance. We try to accommodate such changes wherever possible.

## Credit notes and refunds:

# **Credit Notes:**

We will offer a credit note for wraparound ONLY if you give a full week's notice for needing to cancel your booking. Additionally, we may provide a credit note for strike days/additional bank holidays. This credit note will be issued against your magic booking account or record in our data sheet for our main website.

## Circumstances where we will NOT refund

We are unable to offer a refund for every instance where a participant misses a session due to illness, holiday, other family commitments or doctor's appointments. We are a service-based company and have to cover costs such as hire of venues and payment of coaches. Nor can we offer a refund because a participant decides that they don't wish to attend anymore.

We are unable to offer a refund for an event that is no fault of either party (Service Provider or the customer). Examples of this are measures enforced by the government preventing us from delivering the session planned, natural disasters (e.g floods, earthquakes etc.) AND Damage to the venue we planned to use for the session (e.g. caused by a fire, vandalism etc.). We will try and reschedule the session planned however, due to future sessions already being in place and staff's time being occupied by this, we may be unable to reschedule the session and it will be cancelled indefinitely.

## Circumstances where we MAY offer a refund

We may offer a refund in extreme circumstances if the child cannot take part because the family is moving far away or to another country. Additionally, if there was a safeguarding issue where it was no longer safe for the child to take part, then we could offer a refund for the sessions missed. We also reserve the right to decline this offer if we feel the system is being abused/ taken advantage of.

# Circumstances where we WILL offer a refund

If for any reason we as a company are unable to fulfil the allotted sessions (e.g., if the coach was ill and we were unable to find a suitable replacement), then we would initially attempt to run the session at an alternate date OR extend time of remaining sessions OR offer a refund for the sessions missed.

# Temporary changes

Please remember that we need to know if your child will not be attending for any reason. Even if you have informed your child's school, you still need to notify us as the school does not automatically pass this information on to us. If your child doesn't attend a booked session, we will have to treat them as a 'missing child' unless you have notified us of their absence.

# Arrivals and departures:

PM Wraparound and clubs: Our staff collect children from School and escort them to the provision. A register is taken when children are collected.

AM Wraparound & Camps: Parents are responsible for physically dropping their child off to the staff member registering the children in (i.e., the parent must be present and is required to bring their child to the gate and not be in the car). We must check your child is registered and booked for the session before the parent is to leave.

When registering and making any new booking for any of our services it is the parent's responsibility to ensure that a participant is collected at the correct times.

## Wraparound and club Protected time:

For Rothwell & Millbrook this used to be between the end of the school day to 4:15pm for our clubs and 4:15pm-4:30pm for snack time. We used to be able to bring wraparound children with the club children to the gate. However, due to the school times changing our protected time has now changed from the end of the school day to 4:30pm.

Therefore, at all over wraparound venues our protected time is now from the end of the school day to 4.30pm and no collection of children is available during this time. We apologise for any inconvenience.

# End of session collection:

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. We will not release your child into the care of a person unknown to us without your authorisation.

# Late collections for wraparound

## **EXAMPLES**:

1<sup>st</sup> Late Collection: Your collection time was at 4:45pm, and you are delayed. Please call the provision number to inform a member of staff.

2<sup>nd</sup> Late Collection: Your collection time was at 4:45pm, and you are delayed. Please call the provision number to inform a member of staff. However, you will be charged a late payment fee; for every 5 minutes £2.50 or £10 per every 15 minutes.

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.

# Late collections for clubs and camps

# **EXAMPLES**:

1<sup>st</sup> Late Collection: Your collection time was at 4:30pm, and you are delayed. Please call the provision number to inform a member of staff.

2<sup>nd</sup> Late Collection: Your collection time was at 4:30pm, and you are delayed. Please call the provision number to inform a member of staff. However, you will be charged a late payment fee; for every 5 minutes £2.50 or £10 per every 15 minutes.

If you collect after 5pm you may also be asked to contribute towards any extra staff wages and transport costs incurred and if 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.

Repeated late collection from our service without any explanation may result in your child being removed from the bookings you have made.

#### Medication:

If your child requires medication of any sort, including an inhaler, the following must be in place before your child can attend:

 Permission to Administer medication form, please contact info@fiestasportscoaching.co.uk

## **Lost Property:**

 It would be much appreciated if you could label your child's belongings to help minimise items getting lost. If you believe your child may have left something at our provision please ask our team on site.

# Complaints:

Please see the venue handbook to view our complaints procedure. This can be found on the event details.

## **Further agreement:**

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 drop outs or because we are able to expand the capacity).

When all places have been filled, a waiting list will be established, with the following order of priority:

Siblings of children already attending

Those requiring the greatest number of sessions/hours per week

Our extracurricular club bookings are block bookings.

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 <a href="https://www.fiestasportscoaching.co.uk/policies/">https://www.fiestasportscoaching.co.uk/policies/</a> 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 account/ 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 form 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.

Participants should not be allowed to chew gum during sessions due to the danger of choking. For the safety and wellbeing of participants the wearing of earrings, ear studs or other jewellery (metal or plastics) should not be permitted during our services. We will ask children to remove these items (strictly not to be removed by staff, but by the participants themselves) in order for the children to participate.

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 Itd. 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 rebooking a participant on to one of our services we understand that you have read through 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.

