



TERMS AND CONDITIONS – UPDATED JANUARY 2026

These are the Terms and Conditions governing registration, booking and parent/guardian partnership (referred to as parents) with Manor Farm Nursery Ltd, also known as The Manor Farm Nursery & Holiday Club (hereinafter 'Manor Farm')

All parents will be required to confirm they agree to these Terms and Conditions electronically via our Parent App, known as "Famly". Within your Child's Profile Page select "About" and then go to "Permissions", when first being registered as a prospective family. Please note access to our Famly app is initiated by a Manor Farm manager with a primary contact or two contacts if requested at the time, but contacts (with access to all permissions), is thereafter controllable by the primary contact.

We may refer to "Nursery" in the below Terms & Conditions, and in doing so this includes our Preschool, i.e. all children up to the age of 4 years old.

Registration and Deposits

A £150 deposit is required to secure a space on our New Starter list, which is payable within 7 days of registering your interest. Enquiries and confirmation of a space will be confirmed via email. If you would like a receipt for your deposit, please ask. Please note that at times when there is significant interest in securing a space on the New Starter list if you have not transferred a deposit the space may be taken by another enquiry who does transfer a deposit on a first come first served basis. No preference is given to parents who can or cannot claim the enhanced working parents funded hours. The £150 deposit is credited to your first month invoice. If your child is withdrawn from starting as agreed, with less than 2 months' notice, parents will be liable to one months' fees. If a family cannot genuinely afford this £150 deposit please discuss with a Manager – this will have no bearing on securing a space.

Your child's space is only guaranteed with the first months' fees paid for by the 16th of the proceeding month, together with agreeing to these Terms and Conditions provided on the Famly app, which represents a Contract between the parent(s)/guardian(s) and Manor Farm. This is with the exception of where financial concerns have been disclosed, including but not limited to, such as when families are on Universal Credit and an alternative payment plan need be agreed. Manor Farm retain the right not to accept a new child starting at the Directors' discretion. In most cases this may be rarely related to a change in the business' circumstances such as staffing, capacity or for example in the event of sale, bankruptcy or government closure, but also if the Parent refuses to accept these Terms & Conditions before the child's first day. As much notice as possible will be given and in which case the £50 deposit will be returned and if Manor Farm are unable to provide the space for the new child and notification is after the Booking has been processed, payment will be returned in full. In both circumstances payment will be refunded by BACS within 3 working days of notification, providing the parent provides bank details to do so.

For all Nursery and Holiday Club aged children Manor Farm must receive a completed child profile on Famly before their first date of attendance (this includes emergency contact details, permissions, details of allergies, SEN (special educational needs), vaccinations etc.). In addition a parent/guardian must provide evidence of a birth certificate to be shown to a Manager, usually at your child's first stay and play (for Nursery or Pre School age), or on arrival at their first session (for Holiday Club aged children). We will also accept a photo of the birth certificate as verified child ID, sent via email, text, whats app or Famly messenger.

Manor Farm take Nursery children from 3 months to Preschool, in advance of legal school age. Full and part time sessions must fit in to the session times agreed on set days. For Preschool (3 and 4 year olds) all existing and prospective children will go through an annual application process to confirm spaces for the forthcoming September. Manor Farm will confirm in writing your child's space at the end of the application process (by latest end of June, the year before going in to Preschool). All enquiries are equal, regardless of funding, and instead are based on a space being available due to the child's specific date of birth and/or preferred days to attend. Your child's agreed space, including if increasing his or her days, to be secured and guaranteed will be from the month after your child turns 3 years old.

The Holiday Club is open to children in Reception to year 6 or aged 11. Children must be attending school, or equivalent home schooling and not in another preschool to attend the Holiday Club, although we do allow some older preschool children to take up preschool summer places just prior to Reception, subject to availability. Preschool prices are charged for children not yet in Reception, due to the higher staff child : adult ratio.

Booking and Payment

All Nursery and Preschool children are strongly encouraged to attend a minimum of two sessions per week, to support settling and allowing the key person to sufficiently support and track your child's learning and development, with the exception of pre-confirmed days off for Holidays. By "two sessions" minimum, we mean two half days (07:30 – 13:00, 08:00 – 13:00, or 13:00 – 18:00), on separate days, i.e. two separate drop offs, not 1 full day. A child's space is agreed to, and confirmed, based on the number of days per week your child will attend – i.e. 2 days a week, 3 days a week, 4 days a week or 5 days a week on set days. If you require more days occasionally please email or message and we will confirm whether there is space, subject to staffing levels.

www.themanorfarmnursery.co.uk

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Registered Office: Manor Farm, Burford Road, Lechlade, Gloucestershire, United Kingdom, GL7 3EX



Invoices are issued in advance of the preceding month, each month and the due date for payment is the 16th month (i.e. 16th May for "June", 16th October for "November" etc). The bill payer will receive the invoice by latest 10th of the month. For all bookings a 5% late payment fee will be applied to your balance if payment is not received by midnight on the 16th. A 5% admin fee is also applicable to any additional late bookings, requested after 16th month.

Funding

Manor Farm is open year round. Manor Farm will claim funded hours for all eligible children, subject to the relevant evidence required.

- ▶ Currently and ongoing all **3 & 4 year olds are entitled to 15 universal funded hours** for 38 weeks (or 570 hours) per year. This is claimable the Term after the child's 3rd birthday, irrelevant of parent's working status.
- ▶ Currently, Manor Farm accept and claim the **extended 15 hours** for 38 weeks per year, for eligible working parents who meet the government criteria. Thus meaning a working parent of a 3 or 4 year old will be entitled to up to **30 hours per week, 38 weeks a year (= 1140 hours per year)**. Some of these hours will roll over in to a child entering Reception, the September after they turn 4 years old.
- ▶ Currently Manor Farm accept and claim up to 30 hours also for working parents, of children **over the age of 9 months**. This is **ONLY claimable** from the **Term after** the child turns 9 months.
- ▶ A space is agreed on the basis of how many days your child needs and the month you need a start date, irrelevant of when funding is claimable. i.e. if your child turns 9 months in April, and becomes eligible from September, however you require a 3 day a week space in April, you will be charged say £927.23 per month April to August and then £354.38 per month from September (0-24 month old, 3 days a week). We are unable to guarantee a 3 day space if you ask for 2 days a week and then ask to increase when funding is applicable. In fact it is unlikely to be available, due to demand. Spaces or a day cannot be "held" far in advance. To secure your full requirement, we recommend taking this in to consideration. A payment plan can be agreed to spread costs, if preferable.

Funding is applied to morning sessions, in blocks of 5 hours, and where relevant 10 hours (for example 30 hours in blocks of 10 x 3 across 3 days). Additional hours, such 07:30-08:00, the afternoons where applicable and those complete non-funded weeks are charged at the Nursery or Preschool rates. Fees are inclusive of consumables (food, nappies and wipes) in the non-funded sessions, whereas consumables are charged separately during funded sessions. Parents are allowed to **OPT OUT** of 07:30 – 08:00, thus claiming the 10 hours a day and no addition fees during Term Time for non-funded hours, and Parents are allowed to **OPT OUT** of consumables.

Manor Farm is open year round 07:30 – 18:00, with the exception of closure on bank holidays and the week between Christmas and New Year. We do offer Term Time only spaces, but these are only spaces subject to the demand for all year round spaces. If a parent also wishes to reduce their child from year round to Term Time only, a 2 month notice period is required and/or the fees are liable.

Payment

We recommend all parents look in to whether they may be able to pay their fees via Tax Free Childcare (TFC). This scheme enables the government to give parents a 20% top up (to a limit of £2,000 per year), to help cover Nursery, Pre School and Holiday Club fees. Find out more on [Best Start in Life - Best Start in Life](#), where you can also learn about 9 month +, further 2 year old funding eligibility and the universal 3 & 4 year old funding, and apply. You may alternatively use a work place Childcare Voucher scheme, or utilise a universal credit scheme. A childcare voucher company may also request our Ofsted number, which is 2537413 (Manor Farm Nursery Ltd).

The Family app allows automated payments to link your Tax Free Childcare account and our invoice, but we do not accept card payments via the app, so bank transfers can be made to match your invoice. Voucher payment companies are not linked and may take 3-5 days to process the payment. For voucher payments and bank transfers a receipt will be sent to your on reconciling our accounts within 48 hours, with the exception of when the director's may be on annual leave. In the event that payment is not received, following the 5% late admin fees, and these further payment requests, you may be turned away on arrival when the forthcoming "month" starts. If attending Holiday Club for the first time, you may be requested in person on arrival to pay, if payment has not been received in advance. If one consistently pays after the 16th month, for more than one month, the Directors reserve the right at their discretion to request an additional 5% administration fee, and/or to send the debt to a debt collecting agency and will add further fee collection charges. In the event that a parent does not pay the £150 for not taking up the agreed space at short notice, within 14 days, the debt will be sent to a debt agency immediately. This is with the exception of families claiming universal credit or under significant, evidence based financial difficulty.

Holidays

Monthly invoices will automatically deduct a set Holiday Allowance Deduction on fees due, in the form of **10% discount**, which has been annualised by the system and then applied monthly. Each month parents will receive a Holiday Request prompt to confirm if your child is off on Holiday or in all month during the upcoming month. You can also add Holidays in advance to the Family app at any time, which will help us with more thorough authorised annual leave planning for our staff. There is no limit on the amount of Holiday that may be taken but if a child takes less than the equivalent of 10% absence due to Holiday, during the academic year September to August, Manor Farm will invoice the bill payer for under-usage, i.e. greater attendance than anticipated. For example if your child attends 3 days a week he/she is assumed to have (10% = 5 weeks, so 3 x 5) 15 days holiday per year, this includes bank holidays.

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Full Time, Sibling and Staff Discount

When a child is booked in to 5 days a week, this triggers a full week discount. The full 5 day week Discount = £20. When a child is not funded this is a saving of £800 per annum (52 – 7 (bank holiday weeks) – 5 holidays weeks = 40 weeks x 5 day weeks = 40 x £20 = £800). This will be deducted monthly as a £66.66 discount. When a child is funded this is a saving of £180 per annum (52 – 38 funded weeks – 5 holiday weeks = 9 weeks x 5 day weeks = 9 x £20 = £180). This will be deducted monthly as £15 discount.

Manor Farm offers a 5% sibling discount if you enroll three or more children with us that are Nursery age, 4 years and younger (this discount does not apply to Holiday Club children), on all fees due. Staff receive a 50% discount on all fees due.

Pre School Reduced sessions

Only in Pre School, after your child has turned 36 months do we allow the flexibility to “reduced” sessions, during non Term Time weeks. This is because Manor Farm offsets these reduced sessions by enabling Holiday Club children bookings and staff then available to work in this non Term Time offering. Parents may reduce their child’s sessions to as few as 2 x 0.5 days, on separate days. This enables continuity for the children for their learning. If the child doesn’t attend, that’s fine, it is just still chargeable and marked as an absence, as opposed to holiday. When non funded weeks are coming up in the forthcoming month we will send out a notification via Family or email to confirm if you would like reduced sessions. We advise Parents of pre school children to be familiar with Term Time and non Term time weeks, as per www.goucestershire.gov.uk. If you know how many and which days you would reduce sessions to during non Term Time weeks, we are also grateful of advance notice for our planning and can set up a set “plan” for your child for those weeks.

The price difference between the usual number of sessions and the reduced number of sessions, is deducted from that monthly invoice.

Termination/ Cancellation / Change

With the exception of Holidays, if you intend on reducing the agreed number of regular days or sessions your child attends or terminate a Nursery place for any reason, Manor Farm requires 8 weeks’ notice in writing. Parents still remain liable for fees throughout the notice period. If a parent withdraws their child during this notice period, the fees shall still remain payable to cover part of the losses for this space for his or her particular age and specific days, as will unlikely be filled promptly.

We reserve the right to terminate a Nursery place with immediate effect if any fees are not paid by the due date, or if a parent, carer or child displays abusive, threatening or otherwise inappropriate behaviour. In all other circumstances we will give you 4 weeks’ notice, in writing, should we wish to terminate a Nursery place for any reason. If the child’s number of days are increased, and the change request has been accepted by Management, thereafter you will be required to give 8 weeks’ notice for a request to reduce the number of days again. Manor Farm staff have a strong understanding of children’s needs from a young age, including children who may have SEN (special educational needs) or undiagnosed needs. As children progress through to pre school, from time to time we identify less independence from children being assessed for these needs and/or behavioural challenges. We will work closely with parents and the local authority to seek financial support for additional staffing and/or resources and training. When this time comes there may be a period of time where the full requirement of hours cannot be supported, during a period of time whilst a plan and provision is being put in place, for the safety and wellbeing of all children and staff.

Regrettably, due to staffing levels, we do not accept swaps after the booking deadline and no refunds will be given for sessions missed due to sickness or any other absence.

The responsibility to apply and confirm eligibility for 30 hours remains the responsibility of the parent/guardian(s). We cannot claim these funded hours after the deadlines issued to us. When returning from maternity or paternity leave parents may find that they cannot prove their eligibility for our claim deadline. Whilst we empathise with this, we urge parents on leave to think about their return to work and apply early. Therefore if there are any problems with seeking an eligibility claim, these can be resolved well before our first invoice is issued. This is particularly relevant if a parent is changing jobs at the end of their parental leave, or is starting a new job having been unemployed. You must inform Manor Farm if you fall out of the eligibility criteria, and you must therefore confirm with them directly what the grace period will be. If you are no longer eligible and the grace period comes to an end you may continue to retain the space but will be invoiced at the standard rate. With this in mind you may wish to give notice to reduce the number of sessions attending, with 8 weeks’ notice and liability for fees as above stated.

Operating Hours

Manor Farm is open Monday to Friday 07:30 – 18:00, closed on Bank Holidays and the week between Christmas and New Year. Please be punctual and allow time to be off the premises by 18:00. If you are late collecting your child from the Nursery or late leaving the premises after 18:00, a late collection charge of £15 will be invoiced between 18:00 and 18:15, and a further £10 for every 5 minutes thereafter. If opting for the 08:00 start time, yet arriving



early then a £15 charge may be applied to your next invoice. If your child is booked in until a specified time, including 13:00 or 14:00 and you are late the full hourly rate or afternoon rate will apply, whichever is lesser.

Behaviour Management

We may require parents to withdraw or remove their child from Nursery in the event that the Nursery Manager and/or Owners considers the child to be disruptive or displaying inappropriate behaviour. We will not tolerate Nursery staff being spoken to in an abusive or threatening manner by parents, carers or children, this includes contact via social media or posting on social media, which may bring Manor Farm in to disrepute. Such behaviour may result in the termination of a Nursery place. We care for children with SEN and/or support all children equally in terms of their learning and development, but in rare and unlikely circumstances a child's needs may not be able to be safely met (after appropriate risk assessment) within the usual EYFS adult to child ratios, potentially due to medical requirements or yet to be diagnosed learning difficulties. In this event the Nursery owners will work closely with the parents to seek a viable option to provide care, but this may incur additional costs for the parents or a period of time before the Local Authority will have chance to fund some of such care. If immediate termination or short term suspension of care, a full refund of fees will be transferred by Manor Farm by BACS to the nominated paying parent or guardian.

Some staff do offer babysitting, but Manor Farm do not accept responsibility for any work offsite or outside of Nursery opening hours or anything other than Nursery sessions. We would not expect this to affect or replace time when Staff are expected to be at work within their contractual hours, unless booking off in advance and authorised paid annual leave. Specific prolonged meetings or communication with key workers about your child's development must also only be in work hours, and arranged at a mutually agreeable time, as Staff are responsible in ratio for additional children in the room. If you require a Parent meeting with the key worker, please arrange through Management. Out of courtesy we ask that parents do not to approach staff regarding long term permanent employment, such as nannying.

Complaints

Any official complaints will be responded to within 24 hours, first in writing, and where appropriate parent/guardian(s) will be invited to a face to face meeting to discuss their concerns. If the dispute remains unresolved due to a difference of opinions, the owners may terminate the child's space with 4 weeks' notice. All complaints, resolved or not, will be logged in our Complaints File for Ofsted to view on their routine Inspections. We retain the rights to act appropriately in line with social media recommendations if a dispute is put public and may bring the Nursery in to disrepute. Feedback is always welcome and each year an anonymous survey will be sent out to parents for completion. If complaining to Ofsted you must use the reference 2537413.

Insurance and Ofsted Registration

We have extensive Insurance cover - full details of the Insurance is available in the Policies and Procedures file in the Reception. Key policies are also available on our website under the Parent Page. If you wish to request copies, please inform a Manager and give us 5 working days to print and provide these for your information. Our Ofsted Certificate is displayed in the Reception (reference 2537413).

Personal Property, belongings and liability

We cannot be held responsible for any loss or damage to children's property. Every reasonable effort will be made by the Nursery staff to ensure the children's belongings are not lost or damaged. Practical 'inexpensive' clothing is strongly recommended for children attending Manor Farm. It is the parent's responsibility to name and clearly label all items of clothing. We suggest that own toys are left at home.

We accept no responsibility for any loss suffered by parents, arising directly or indirectly, as a result of the Nursery being temporarily closed or the non-admittance of your child to the Nursery for any reason, this applies to absence due to sickness, awaiting a medical opinion/test result and/or over usage of holidays fees.

In the event of the force of nature (such as, but not limited to, snow or heatwaves), and emergencies beyond our control (such as floods, water or electricity failures), and as a consequence the business is unable to provide the service, for a limited period of time, Manor Farm may request, or retain, payment of an appropriate contribution to its costs whilst the service is disrupted. A full refund will not be offered. As payment is in advance it would be our preference to credit the child's account on the app in advance of next months' fees due, but if the parent/guardian needs a refund sooner then please email Management to request a BACS payment. In all circumstances whereby the service is still available safely, fees will be liable (for example chicken pox is in the nursery, but the parent/guardian chooses to withhold the child(ren) from Nursery, based on the fact that PHE do not advise closure for such condition or outbreak). Parents can at any time give notice in writing, in which case they will be liable to 8 weeks' fees, during which time the child can attend or fees will still be liable if the leave date is prior to the 8 weeks' fees.

We accept no responsibility for children whilst supervised in their parent/guardian(s) care despite being on Manor Farm premises, i.e. prior to arrival or after pick up, including in the car park. We will not be liable to parents and/or children for any economic loss of any kind, for damage to the child or

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parents' property, for any loss resulting from a claim made by any third party or for any special, indirect or consequential loss or damage of any kind. We will make reasonable endeavours to keep parents and/or children's property in good order and we will enable suitable adult supervision and immediate basic first aid. In the event of an accident or incident the parent/guardian must decide themselves whether to seek immediate medical advice, to avoid potential long term concerns. If the parent/guardian has any concerns they must go through the appropriate complaint procedures, in writing to the owners.

Accidents and Illness

We reserve the right to administer basic emergency first aid and treatment when necessary.

Parents will be informed of all accidents and will be required to sign an accident form. For accidents of a more serious nature, involving hospital treatment, all attempts will be made by Manor Farm to contact the parents but failing this, we are hereby authorised to act on behalf of parents and authorise necessary treatment. We will administer prescribed medicines if parents complete a 'Medicine Consent' form; however, the first dose of medicine must be given at home and parents must take all medicines home at the end of each day. We may require parents to withdraw their child from Manor Farm in the event that they require special medical care or attention or it is considered that the child is not well enough to attend. We may also ask parents to withdraw their child from Nursery if we have reasonable cause to believe that they are or maybe suffering from or has suffered from any contagious disease/infection and there remains a danger that other children at the Nursery may contract such a disease/infection. We accept no responsibility for children contracting contagious diseases or infections. Parents are requested to inform the Nursery if their child is suffering from any illness, infection, sickness or allergies before attending Nursery. Children who have sickness or diarrhoea at home, even if just one incident, must not attend for 48 hours after the last episode.

We also ask parents to keep children on antibiotics at home for the first 48 hours of the course (unless this is part of an ongoing care plan to treat individual medical conditions, e.g. asthma and the child is not unwell). This is because it is important that children are not subjected to the rigours of the nursery day, which requires socialising with other children and being part of a group setting, when they have first become ill and require a course of antibiotics

Based on protocols and policies at the time, we may insist on a test for a condition (such as COVID-19 or other PHE notifiable conditions), and will require evidence of a negative test result, or a doctors' advice, combined with the child not experiencing any symptoms, before returning to Manor Farm. We have a realistic attitude to the needs of working parents but we reserve the right to contact parents if their child becomes ill during Nursery hours, to take them home.

Parents are requested to inform the Nursery of any food, medicine, activity or any other circumstances that may cause the child to have an allergic reaction or behavioural episode. Parents must provide details, in writing, of the severity of the reaction and must continue to inform the Nursery of any changes/progress to the condition, in writing, when they become aware.

Parents are responsibility too for informing the Nursery of any changes of address, contact details or family separation, immediately.

Security

Under no circumstances will the child be allowed to leave Nursery with anyone unknown to Nursery staff unless the parent/guardian(s) has prearranged this. If the parent has made alternative arrangements by telephone, the Nursery will require the name, and telephone number of the person permitted to collect the child and a password will be required upon arrival at the Nursery. A list of responsible adults who are authorised to collect the child should be provided on your Child Entry Form when registering. In the event of separated parents, only one parent will be required to authorise other person(s) collecting. All parents must be aware of anyone they permit through the Reception behind or in front of them, and if you have a concern you must immediately bring it to the attention of a member of staff and/or Management.

Agreement

These Terms and Conditions represent the entire agreement and understanding between the parents and the Nursery. Any other understandings, agreements, warranties, conditions, terms or representations, whether verbal or written, expressed or implied are excluded to the fullest extent, permitted by law. We reserve the right to update/amend these Terms and Conditions at any time. A minimum of 4 weeks' notice will be given of any changes made.

Please note that these Terms & Conditions are available on our app, and agreed to via the Parent app. If you do not consent to these Terms & Conditions, but you pay your invoice, you are in effect accepting a formal contract between you as Parents(s) and Manor Farm, this includes if only one parent/guardian accepts these Terms. A signed version is not required.

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