

Terms and Conditions

1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the offer letter;

"fees" means the fees set out in the Fees and Charges Schedule as amended from time to time;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Fees and Charges Schedule" means the published note of the School's prevailing fees;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given such notice of such amendments as is reasonably practicable;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means Windermere Educational Trust Limited, a company registered in England under company number 00914963 whose registered office is at Brow Head, Windermere, Cumbria, LA23 1NW or its duly authorised representative or successor organisation as set out in clause 12, as the context requires; and

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

b) The Acceptance Form, the Fees and Charges Schedule, the School Rules, the Complaints Procedure, and these terms and conditions form the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party and you are not therefore entitled to assign the contract without the express written permission of the School.

2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit in full.

(b) The deposit is not refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving. Apart from the School's right to use the deposit as set out in this clause, neither party has the right of set off.

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit, but before your child starts at the School, you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time, the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after the first day of term (or if no notice is received), the current term's fees shall be payable and shall become due and owing to the School as a debt. In addition Fees in Lieu of Notice will be charged for the following term. The School will credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

(d) The deposit will not be refunded where the child is permanently excluded, or where the parents withdraw the child following a disciplinary outcome that may otherwise warrant permanent exclusion.

(e) The deposit will be refunded after the child has left the School, and once the final bill has been issued. You must inform the School of the bank account where you would like the deposit to be returned to in order to initiate the refund. Deposits which remain unclaimed two years after the child has left the School, will be retained by the School.

3. School Fees

(a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials shall be met by the fees unless otherwise notified by the School.

(b) Any extracurricular activities such as private music lessons, trips and visits shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. With the exception of examination fees and the disciplinary issues referred to in Clause 6(e), your permission will be gained for any activities and purchases over £20.

(c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and for any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing to release any party from their obligations to pay fees and/or supplemental charges.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's written notice provided they have first obtained the prior written consent of both the School and the remaining parent and have provided to the School such evidence as the School reasonably requires that the remaining parent has so consented.

(d) If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be given such notice of that withdrawal or likely withdrawal as is

WINDERMERE EDUCATIONAL TRUST LIMITED

reasonably practicable. A bursary may be withdrawn if inaccurate, incomplete or misleading information was provided on the Bursary Application Form. If, within 14 days following the withdrawal of a scholarship or bursary, notice is given to withdraw the child from the School, no fees in lieu of notice will be payable.

(e) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph (c) above). Unless otherwise agreed by the School Business Manager, the termly invoice must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates.

(f) The School reserves the right to withhold references or certificates or to refuse to allow your child to attend the School, or to participate in trips or extra activities while fees or other supplemental charges remain unpaid or there is ongoing persistent default in relation to the payment of fees and/or supplemental charges. The School may make an interest charge of 2% above the Bank of England's base rate per annum on the overdue debt. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees. The School reserves the right to use external debt collection agencies to recover overdue debt, and add any costs incurred with external agencies to the value of the debt owed.

(g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. The School shall give at least a term's notice of any increase in the fees due for a particular term, but where it is not reasonably practicable to give this notice, such notice as is reasonably practicable in all the circumstances will be given, and in any event not later than the final day of the preceding term.

(h) Fees and any prepaid supplemental charges will not normally be reduced or remitted as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

(a) If you wish to withdraw your child from the School (other than upon termination of the contract pursuant to clause 13(c)), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. To give one term's notice, notification in writing must be sent to the Headmaster before the first day of the preceding term.

(b) If you wish to change your child's place at the School from a boarding to a day place you shall either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

(c) In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

(d) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give one term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.

(e) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

WINDERMERE EDUCATIONAL TRUST LIMITED

(a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time.

(b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils. For the purposes of this clause, drugs shall be deemed to include alcohol where a child is less than 18 years of age or where appropriate permission to drink alcohol has not been sought and granted in accordance with the School Rules.

(c) The School reserves the right, subject to compliance with applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

(a) The Head may in his/her discretion require you to remove your child, or he/she may suspend or, in serious or persistent cases, permanently exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

(b) The Head may in his/her discretion require you to remove your child, or he/she may suspend or, in serious or persistent cases, permanently exclude your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances, no fees in lieu of notice will be payable and any prepaid fees will be refunded.

(d) The School Rules set out examples of offences likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive, and in particular the Head may decide that suspension or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(e) Where a child has caused malicious or reckless damage to School property or IT systems, the cost of remedying the damage is payable by the parents/guardians. Where a child on a school trip breaches the School's behaviour policy to the extent that the School deems it necessary to return them home or to School, the cost to the School of returning them, (which may include the cost of an accompanying adult) is payable by the parents/guardians. In both of these cases, parental permission for the extra charge is not required.

(f) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling unless terminated earlier in accordance with these terms and conditions or any other contractual provision.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact is (acting reasonably) deemed appropriate in order to avert an immediate danger (or a perceived imminent danger) of personal injury to, or an

WINDERMERE EDUCATIONAL TRUST LIMITED

immediate danger (or perceived imminent danger) to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion unless you have previously notified us you object to blood transfusions).

(e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, you must notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give you such notice as is reasonably practicable of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

(g) Religious observance at the School shall be conducted in accordance with the School Rules.

8. The Parents' Obligations

(a) In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under the contract between us; positively encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which might reasonably be expected to affect your child's schooling; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. This is to ensure that the School is able to cater for your child's welfare adequately. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake that you shall upon request keep your child at home and not permit him/her to return to the School until such time as the School notifies you that the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(d) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

WINDERMERE EDUCATIONAL TRUST LIMITED

(e) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(f) We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(g) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Wherever practicable, complaints must be made in accordance with the School's Complaints Procedure.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's personal effects while at School.

10. Confidentiality and References

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we do not accept liability for any loss you or your child is alleged to have suffered resulting from opinions or statements of fact contained in any reference or report given by us, provided that we have complied with our duties under this clause.

(b) The School will not make use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left, without your express consent.

(c) You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or your child that is reasonably required by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

(d) The School will process personal data about you and your child in accordance with the General Data Protection Regulations 2018.

11. Intellectual Property Rights

The intellectual property rights of either party shall remain vested in that party.

12. Changes in Ownership and Assignment

We are entitled to assign the contract to a third party but only if such assignment is carried out pursuant to a transfer of all or part of the School's undertaking to a legal or natural person or if such an assignment is the result of constitutional changes or a merger or an amalgamation which results in a change to the legal identity of the School. Where it is practicable and appropriate to do so, we will endeavour to inform and consult with all parents in relation to such changes.

13. Cancellation

(a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on

WINDERMERE EDUCATIONAL TRUST LIMITED

time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to permanently exclude your child under Clause 6(b) of this agreement; (iii) any other circumstance where your child is permanently excluded from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, the contract shall terminate forthwith once your child has completed Year 13. Notwithstanding termination, the provisions of this agreement which are capable of surviving termination shall continue in full force and effect.

14. Force Majeure (ie circumstances beyond our control)

14.1 In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

14.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

14.3 Subject to Clause 14.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

14.4 Subject to Clause 3(g), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(a) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

(i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and

(ii) resume the performance of the obligations as soon as reasonably possible;

(b) in circumstances where, following the efforts made and steps taken under Clause 14.4(a), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

(c) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

15. Communications

All notices required to be given under these terms and conditions must be given in writing and in the case of a notice given to the School must be sent to the address as set out in clause 1(a) or such other address as may be notified to you in writing as replacing the address set out in clause 1(a). You undertake to notify the School forthwith of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

16. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

18. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. Wherever practicable, the School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect and if impracticable, will give you as much notice as is reasonably practicable in all of the circumstances. Otherwise, no variation to these terms and conditions or to the contract more widely shall be enforceable unless it is in writing and signed by us and every person who has signed the Acceptance Form.

Version 2 Approved by the Governing Body of Windermere Educational Trust Limited on 3 September 2019