

## Terms and Conditions

These terms and conditions (the "Terms and Conditions") shall cover all bookings made between:

- (1) the Board of Trustees of the Royal Botanic Gardens, Kew ("Kew"); and
- (2) the school/college as set out on the Form (the "School").

Kew is committed to working with schools and teachers to ensure that each school visit to Kew's Gardens at Wakehurst achieves its educational objectives and is conducted in a safe and professional manner.

Kew shall:

- permit the School group access to the Gardens for the purposes of the visit (including access, where applicable, to its education rooms);
- at an additional charge, provide additional activities; see the website for full details of all charges.
- provide the School group with a room or area outside for them to eat their lunch, where applicable

## Booking

- The School should complete and submit an online booking request form available from the Kew website or contact us directly.
- Subject to availability, if Wakehurst accepts a booking for a School group to visit on one of the dates and times requested (the "Visit Date"), Wakehurst will send a booking confirmation letter and pro-forma invoice.
- Once Wakehurst has sent, the booking confirmation letter and pro-forma invoice the School shall pay the fee before or on the day of the visit.

## Alteration and Cancellation of Bookings

- To request amendments to bookings, the school must contact Wakehurst via email on [schoolswp@kew.org](mailto:schoolswp@kew.org) or by telephoning 01444894055.
- If the School requests Wakehurst to alter the Visit Date more than 28 clear calendar days before the Visit Date, Wakehurst will endeavour to re-schedule on an alternative date (to be supplied by the School and subject to availability) without forfeiture of the Fee paid. If Wakehurst is unable to re-schedule the visit on an alternative date, Wakehurst will reimburse any Educational Activity Fees paid.
- If the School cancels its Confirmed Booking more than 28 clear calendar days before the Visit Date, Kew will reimburse any Educational Activity Fees paid
- If the School cancels or attempts to alter its Confirmed Booking 28 clear calendar days or less before the Visit Date (or fails to arrive at Wakehurst on the Visit Date), the Fees will be forfeited, unless in mitigating circumstances.
- Wakehurst will endeavour to provide the programme booked with the School, however Wakehurst reserves the right to offer an alternative programme (at its sole discretion) where it considers this necessary e.g. where a school group arrives later than the arrival time set out in the Confirmed Booking.
- Wakehurst reserves the right to postpone or cancel a School's visit should it (at its sole discretion) consider it necessary to do so. Wakehurst shall give the School advance notice of a postponement or cancellation and shall use reasonable endeavours to rearrange the visit to an alternative date suitable for the School. In the event of cancellation, except where this has been caused by circumstances beyond Kew's control, Kew shall refund the Fees paid but shall not be liable for any other costs incurred by the School in connection with the booking or the visit.

### **Supervision**

- The School shall designate a teacher or other qualified adult as the teacher in charge of the booking (the "School Contact") and of the group on the Visit Date (the "Lead Teacher") and shall notify Wakehurst of the name of that person at the time of requesting a booking.
- Should it be necessary to change the "School Contact" or "Lead Teacher" the School shall inform Wakehurst at the earliest opportunity.
- The School shall ensure that a sufficient number of adults (the "Supervising Adults") accompany and supervise students at all times whilst on Kew's premises in order to maintain the following adult-to-student ratio:  
SEN - 1:1 ; Reception - 1:2; Key Stage 1 - 1:5; Key Stage 2 - 1:8; Key Stage 3 - 1:10; Key Stage 4/5 - 1:10.
- The School shall ensure that all Supervising Adults are familiar with the programme for the day.
- Students and Supervising Adults remain the sole responsibility of the Lead Teacher and the School at all times during the visit.
- Supervising Adults are admitted free of charge.

### **Risk Assessments**

- It is the responsibility of the School to carry out an overall risk assessment for its own students. Wakehurst has produced risk assessments for all activities and these are emailed to the lead teacher by the lead Wakehurst teacher
- Wakehurst recommends that the Lead Teacher attends a planning visit at Wakehurst before the Visit Date.

### **School's Obligations**

- The School shall ensure that the Lead Teacher, Supervising Adults and students are aware of and comply with these Terms and Conditions and the "Statutory Regulations (to be observed by persons using the Gardens at Wakehurst)" (the "Garden Regulations").
- The School shall ensure (and shall be responsible to Wakehurst for any failure to ensure) that:
  - the Lead Teacher is responsible for and able to administer medication and first aid required by any member of the School group;
  - the Gardens will also be used by members of the public during the School's visit and due consideration should be given to them at all times;
  - the Lead Teacher and Supervising Adults ensure appropriate behaviour by students at all times and make reasonable and careful use of the Gardens; and
  - the Lead Teacher, Supervising Adults and students obey instruction signage and follow any specific instructions given by Wakehurst staff, particularly with regards to issues of safety, access and behaviour.
- The School shall remain responsible for any acts or omissions of the Lead Teacher, Supervising Adults and students whilst Wakehurst including, but not limited to, damage to Kew's property.
- In the event that any member of the School group breaches any of the Terms and Conditions, Kew shall be entitled at its sole discretion to refuse the School group access to Kew or to require the School group to vacate the Gardens or part thereof.

### **Use of the Facilities**

- Kew accepts no responsibility for the safekeeping of any items brought into the Gardens. It is the School's responsibility to ensure that all students collect all personal possessions at the end of the visit.
- There is a strict no smoking policy in all buildings in the Gardens.

### **Limitation of Liability**

- Subject to the following clause, Kew's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of its obligations governed by these Terms and Conditions shall be limited to the Fees paid to Kew by the School in each case.
- Nothing in these Terms and Conditions shall exclude Kew's liability:
  - for death or personal injury caused by Kew's negligence; or
  - under section 2(3) of the Consumer Protection Act 1987; or
  - for fraud or fraudulent misrepresentation; or
  - for any matter which it would be illegal for Kew to exclude or attempt to exclude its liability or which would otherwise be unenforceable.
- Kew shall under no circumstances be liable for any indirect, special or consequential loss (including loss of anticipated profit or third party claims) howsoever arising either from breach or non-performance of any of its obligations in relation to these Terms and Conditions, even if Kew has been advised of the possibility of such potential loss.

### **Miscellaneous**

- These Terms and Conditions incorporate the Garden Regulations. In case of any discrepancies between the provisions of the Terms and Conditions and the Garden Regulations, the Garden Regulations shall prevail.
- Kew is not liable for any breaches or delays in the performance of its obligations under these terms and conditions arising from any event outside its control, including (but not limited to) fire, flood, storm, strike, lock out, electrical failure, Act of God, explosion, war, terrorist activity or acts of governmental or parliamentary authority. For the avoidance of doubt, in the event of such circumstances arising Kew will not be liable to refund any amount paid by the School.
- These Terms and Conditions shall not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to them.
- These Terms and Conditions shall be construed solely in accordance with English law. Any disputes arising from these Conditions shall be subject to the exclusive jurisdiction of the English Courts.