

## Terms and Conditions for Family Learning activity bookings at Kew

### 1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions applicable to your Family Learning activity booking at the Royal Botanic Gardens, Kew.
- 1.2 **Why you should read them. Please read these terms carefully before you book your Family Learning Activity.** These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. Information about us and how to contact us

- 2.1 **Who we are.** We are the Board of Trustees of the Royal Botanic Gardens, Kew. Our office is Royal Botanic Gardens, Kew, Richmond, TW9 3AE.
- 2.2 **How to contact us.** You can contact us by writing to us at [familylearning@kew.org](mailto:familylearning@kew.org), or by post to Royal Botanic Gardens, Kew, Richmond, TW9 3AE.
- 2.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address you provided to us in your booking form. It is your responsibility to inform us of any change to your contact details.

### 3. Your right to refunds and changes

- 3.1 We offer free and paid Family Learning activities. All activity bookings are final, please ensure that you can come on the day, before making a booking.
- 3.2 For paid activities we are not able to offer refunds, duplicates or exchanges of unwanted bookings or bookings made in error.
- 3.3 For free activities please email [familylearning@kew.org](mailto:familylearning@kew.org) to cancel your booking, so that your space can be offered to someone else.
- 3.4 Please note that we operate our activities in all weather conditions. Cancellations or refunds (if applicable) will not be offered in the event of poor weather. If extreme, unsafe weather conditions force us to cancel the event, you will be offered an alternative date, or if not available, a refund in cases where a payment has been made (see clause 6 below).

### 4. Our activities

- 4.1 Please see your activity booking page (accessible via <https://www.kew.org/learning/community-and-access/family-and-early-years-learning>) for details of your activity including: who the event is for; how many tickets may be booked; any booking requirements; entry details.
- 4.2 We reserve the right to cancel the order if more tickets than the maximum allowed, as indicated during the booking process, are booked.

### 5. Pricing

- 5.1 Prices for activities will vary. Please see the details of charges (if any) on the booking page for your activity (accessible via <https://www.kew.org/learning/community-and-access/family-and-early-years-learning>).
- 5.2 For some SEND (Special educational needs and disability) activities entry to Royal Botanic Gardens, Kew will be included with the activity booking, but for other activities it will **need to be booked separately**. Please refer to the activity booking page (accessible via

<https://www.kew.org/learning/community-and-access/family-and-early-years-learning>) for information on whether entry to the Gardens is included or not.

## **6. Our right to cancel the activity**

- 6.1 We may cancel or interrupt the activity at any time if an event outside our reasonable control prevents us from operating the activity. This could include severe weather which closes Kew Gardens on safety grounds or injury or illness of the activity leader.
- 6.2 If we are unable to operate the activity for any other reason, we will get in touch as soon as possible to let you know. Depending on availability, we may offer you an alternative date. If you prefer to withdraw your booking, your booking fee (where applicable) will be refunded in full.
- 6.3 We will communicate any cancellations to you as soon as practically possible, by email.
- 6.4 If your entry ticket to the Royal Botanic Gardens, Kew is separate to your tour booking then if the tour is cancelled or postponed, any entry ticket refunds will be handled on a case-by-case basis. You will need to contact [info@kew.org](mailto:info@kew.org).
- 6.5 In the event of an activity being cancelled or postponed, we are not responsible for any costs incurred for travel, accommodation or any other related service.

## **7. Our responsibility for loss or damage suffered by you**

- 7.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.
- 7.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.
- 7.3 Children remain the sole responsibility of their parent/guardian/carer at all times during their visit to the Gardens, including throughout any Family Learning Activities.

## **8. How we may use your personal information**

- 8.1 We will only use your personal information as set out in our privacy policy available at <https://www.kew.org/about-us/reports-and-policies/privacy>.

## **9. Which laws apply to this contract and where you may bring legal proceedings.**

- 9.1 These terms are governed by English law, and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts.