

Teacher Training at Kew Terms and Conditions

1. General

1.1 These terms and conditions (the "**Terms and Conditions**") shall cover all bookings made through the Kew online booking system (the "**Form**") and made between:

- (1) the Board of Trustees of the Royal Botanic Gardens, Kew ("**Kew**"); and
- (2) the school/college/education establishment/learning group or individual teacher/trainee teacher/education establishment staff as set out on the Form (the "**Client**")

1.2 Kew is committed to working with schools and teachers to ensure that each continuing professional development (CPD) visit to Kew's Gardens at Kew (the "**Gardens**") achieves its development objectives and is conducted in a safe and professional manner.

1.3 In consideration of a staggered fee (see below) (the "**Group Booking Fee/Individual Booking Fee**") for each Client visit and subject to these Terms and Conditions, Kew shall permit the Client access to the Gardens for the purposes of the visit and provide one or more CPD Sessions (as described in our marketing material or on our website).

Group Booking Fees for CPD Sessions

Number of attendees	Cost (£)
1 - 20	370
21-40	585
41+	costed on an individual basis, as specified in the invoice and agreed between both parties

Individual Booking Fees for CPD Sessions

Cost (£)
Prices for training days will vary. Please see the details of charges (if any) on the booking pages (accessible via https://www.kew.org/learning/courses-for-teachers/individual-teacher-training-at-kew).

3. Booking

Group training

3.1 For group training, the Client should complete and submit a booking form online:

<https://www.kew.org/learning/courses-for-teachers/group-teacher-training-at-kew/book-teacher-training>

3.2 Subject to availability, if Kew accepts a booking for a client to visit on the date(s) and at the time(s) requested (the "**Visit Date**"), Kew will send booking information including an invoice and booking confirmation via email. It is the Client's responsibility to review all details of the booking. Bookings must be made 35 calendar days or more before the Visit Date.

3.3 Once a booking has been made, the Client shall pay the Booking Fee within 28 calendar days from the date of the invoice to finalise the booking and issue entry tickets. Upon receipt of payment, Kew will send tickets, pre-visit planning passes (for group bookings only), final itinerary and receipt, via email.

3.4 *Where full payment is not received within 28 calendar days of the date of the invoice, the cancellation fee will be applied and other fees may remain due, see Section 4.*

Individual training

3.5 For individual training days, the Client should book a space on one of our Primary or Secondary science days online: <https://www.kew.org/learning/courses-for-teachers/individual-teacher-training-at-kew>

3.6 All individual training bookings are confirmed and paid for online at the point of booking - please ensure that you can come on the training day before making a booking.

3.7 Please see the booking confirmation (sent to you via email), and the booking pages (accessible via Individual teacher training | Kew), for details of your training days: who the training is suitable for, how many tickets may be booked, any booking requirements and entry details.

3.8 Please note that our booking requirements include that you must be a working teacher. We may request evidence that booking requirements are fulfilled and we reserve the right to cancel the booking if booking requirements are not met, as indicated during the booking process.

4. Alteration and Cancellation of Bookings

Alterations by Kew

4.1 Kew will endeavour to provide the programme booked with the client; however, Kew reserves the right to offer an alternative programme (at its sole discretion) where it considers this necessary e.g., where a group arrives later than the arrival time set out in the Booking.

4.2 Kew reserves the right to postpone or cancel a client's visit or CPD session should it (at its sole discretion) consider it necessary to do so, including if less than ten individuals have registered for a CPD session open to individuals from different organisations. Kew shall give the Client advance notice of a postponement or cancellation and shall endeavour to rearrange the visit to an alternative date suitable for the Client. In the event of such cancellation by Kew, except where this has been caused by circumstances beyond Kew's control, Kew shall refund the Booking Fee. Kew shall not be liable for any other costs incurred by the Client in connection with the booking or the visit.

Alterations of group training

4.3 To request alterations or cancellations of Group Bookings, the Client must contact Kew via email (schools@kew.org).

4.4 In the event the Client wishes to make an alteration to a confirmed booking, either to change the Visit Date, or to alter the content or number of CPD Sessions, the following terms apply:

4.4.1 Kew will allow the Client to make alterations to a confirmed booking on one occasion only. Kew will not allow any further alterations and Client remains liable to pay the full invoiced fee.

4.4.2 Where the Client notifies Kew of its desire to make the alteration **more than 28 calendar days** before the Visit Date, Kew will endeavour to rearrange the Visit Date for a different date at its discretion and subject to availability. In case of

successful alteration of the Visit Date, the Client must pay an alteration fee of £20 in addition to the full invoiced fee. If no alternative Visit Date is available, Kew will hold the fee on the Client's customer account for up to 12 months for the purpose of rearranging the visit and then refund the fee to the Client. Clients are entitled to claim a refund at any time prior to the end of the 12 months period.

4.4.3 Where the Client notifies Kew of its desire to make the alteration **28 calendar days or less** before the Visit Date, alterations are not possible. The full invoiced fee remains payable by the Client, and no refunds will be offered.

4.5 In the event the Client wishes to **cancel a confirmed booking**, the following terms apply:

4.5.1 Where the Client has a group booking and notifies Kew of its desire to cancel **more than 28 calendar days** before the Visit Date, the Client must pay a cancellation fee of £80. Kew will reimburse any fees already paid by the Client excluding the cancellation fee.

4.5.3 Where the Client notifies Kew of its desire to cancel **28 calendar days or less** before the Visit Date, the full invoiced fee will remain payable by the Client and no refunds will be offered.

Alterations of individual training

4.6 For paid individual training days, we are not able to offer refunds, duplicates or exchanges of unwanted bookings or bookings made in error.

4.7 If you cannot attend a free individual training day, please email schools@kew.org to cancel your booking, so that your space can be offered to someone else.

5. Supervision

5.1 Where the Client has made a group booking, the Client shall designate a teacher or other qualified adult as the person in charge of the booking (the "Group Contact") and of the group on the Visit Date (the "**Lead Teacher**") and shall notify Kew of the name of that person at the time of requesting a booking.

5.2 Should it be necessary to change the "Group Contact" or "Lead Teacher" the School shall notify Kew via email (schools@kew.org).

7. Client Obligations

7.1 The Client shall ensure that it and, in the case of group bookings, all attendees from its organisation are aware of and comply with these Terms and Conditions, the "Statutory Regulations (to be observed by persons using the Gardens at Kew)" (the "Garden Regulations") available from Kew and the Kew Dos and Don'ts which can be accessed here:

<https://www.kew.org/kew-gardens/visit-kew-gardens/dos-and-donts>.

7.2 The Client shall ensure (and shall be responsible to Kew for any failure to ensure) that:

- it and all attendees are aware that:
 - the car park and adjacent roads can be busy, and parking restrictions apply.
 - the site is adjacent to a river and contains areas of deep water;
 - CCTV is in use at all times, recorded and monitored by Kew's Constabulary; and
 - the Gardens will also be used by members of the public and due consideration should be given to them at all times;
- it and all attendees make reasonable and careful use of the Gardens; and

- it and all attendees follow any specific instructions given by Kew staff, particularly with regards to issues of safety, access and behaviour.

7.3 For group bookings, the School is responsible for carrying out a safeguarding risk assessment prior to the Visit Date, if any under-18s or vulnerable adults are part of the group.

7.4 For group bookings, the Client is responsible for carrying out a health and safety risk assessment in advance of the Visit Date. Kew has produced a downloadable generic risk assessment to assist schools in preparing their risk assessment document. Risk assessments for CPD sessions are carried out regularly, and copies are available on request. In order to facilitate the health and safety risk assessment, Kew recommends that the Lead Teacher visits the Gardens before the Visit Date to plan the visit. Once a booking is paid for, a pre-visit planning pass for 2 teachers is activated and is valid for any date up to the school Visit Date. You must bring your confirmation document on the day of your planning visit.

7.5 The Client shall remain responsible for any acts or omissions whilst in the Gardens including, but not limited to, damage to Kew's property.

7.6 In the event that the Client or, in the case of group bookings, any attendees from the Client's organisation, breaches any of the Terms and Conditions, Kew shall be entitled at its sole discretion to refuse the Client or respective attendee access to Kew or to require the Client/attendee to vacate the Gardens or part thereof.

7.7 Kew accepts no responsibility for the safekeeping of any items brought into the Gardens. It is the Client's responsibility to ensure that all attendees collect all personal possessions at the end of the visit.

8. Use of the Features

8.1 There is a strict no smoking policy in all buildings in the Gardens.

8.2 There may be restrictions in place from time to time on the use or access to certain features, exhibition or special events in the Gardens, including but not limited to the Hive or the Treetop Walkway. Kew can therefore not guarantee access to these features and Clients are advised to check planned closures on the Kew website ahead of their visit. Kew will not be liable to refund any fees paid in case of closures of any of the features, exhibitions or special events.

9. Limitation of Liability

9.1 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 fees paid to Kew by the Client for the booking in question.

9.2 Nothing in these Terms and Conditions shall exclude Kew's liability:

- for death or personal injury caused by Kew's negligence; or
- for fraud or fraudulent misrepresentation; or
- for any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.3 Kew shall under no circumstances be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the booking; even if Kew has been advised of the possibility of such potential loss.

10. Data Protection

We (including our wholly owned trading subsidiary RBG Kew Enterprises Limited) will use your information as the primary contact point for your School/you for the purposes of administering and keeping you informed about your School's/your booking, dealing with queries and providing other information that may be relevant or of interest to your School/you. This will include informing you about any events or features available in the Gardens during your visit, occasionally sending you details of new educational initiatives and challenges being run at Kew and Wakehurst and on our Endeavour learning platform, offers for free or reduced entry tickets to the Gardens and prize draws and competitions for schools. If you do not wish to receive these communications from us in future, please contact schools@kew.org. For information about how we use personal data, Kew's privacy policy can be found here: <https://www.kew.org/about-our-organisation/our-policies/privacy-policy>.

11. Miscellaneous

- 11.1 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.
- 11.2 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 Client.
- 11.3 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.
- 11.4 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.