

**Kew Schools 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/home educator group/booking agent/lead booker as set out on the Form (the "**School**").

"**Pupil**" shall refer to any child visiting the Gardens with any school/college/education establishment/learning group/home educator group.

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

1.3 In consideration of a staggered fee (see below) (the "**Booking Fee**") for each School visit and subject to these Terms and Conditions, Kew shall:

- permit the School / learning group access to the Gardens for the purposes of the visit (a "**Self-led Visit**");
- at an additional charge, provide one or more Education Sessions (an "**Assisted Visit**").

Booking Fees for pupils from EYFS to KS5:		Booking Fees for University/Adult Learning Groups:	
Number of pupils	Cost (£)	Number of pupils	Cost (£)
1 - 35	65	1 - 16	60
36 - 70	110	17 - 35	95
71 - 105	150	36 - 70	190
106 - 140	190	71 - 105	270
141 - 175	230	106 - 140	340
176 - 201	270	141 - 175	410
		176 - 201	480

1.4 Schools shall only make bookings for their registered or affiliated pupils. If we become aware of a School (which, for the avoidance of doubt and as defined above includes booking agents, educational establishments and home educator groups) selling tickets for Self-led or Assisted Visits at disproportionately higher rates than Kew's Bookings Fees, we may, at our discretion decline future bookings and shall not be liable for any other costs incurred by the School in connection with the (planned) booking or the visit.

## 2. Education Sessions

2.1 Education Sessions (as described in our marketing material or on our website) are available at the following charges (the "Education Session Fees"):

Education Session Fees for EYFS - KS4:	Cost (£)
45 minute session	35
90 minute session	70

Education Session Fees for KS5:	Cost (£)
Half day session	80
Full day session	160

The number of students that can be accommodated per Education Session may vary. Please refer to our [website](#) for applicable and up to date numbers.

## 3. Booking

3.1 The School should complete and submit a booking form on: <http://www.kew.org/visit-kew-gardens/schools>

3.2 Subject to availability, if Kew accepts a booking for a School group 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 School's responsibility to review all details of the booking.

3.3 Where the booking is made **35 calendar days or more before the Visit Date**;

- Once a booking has been made, the School shall pay the Booking Fee and all Session Fees 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, final itinerary and receipt, via email.
- *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.*

3.4 Where the booking is made **34 calendar days or less before the visit date**;

- Once the booking has been made and Kew has accepted the booking, the School shall pay the Booking Fee and all Education Session Fees due within 5 calendar days from the date of the invoice to finalise the booking and issue entry tickets. In this instance, only credit card payments (no cheques or BACs) will be accepted. Upon receipt of payment, Kew will send tickets, pre-visit planning passes, final itinerary and receipt, via email.
- *Where full payment is not received within 5 calendar days from the date of the invoice, the cancellation fee will be applied and other fees may remain due, see Section 4.*

## 4. Alteration and Cancellation of Bookings

4.1 To request alterations or cancellations, the school must contact Kew via email ([schools@kew.org](mailto:schools@kew.org)).

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

4.2.1 Kew will allow the School to make alterations to a confirmed booking on one occasion only. Kew will not allow any further alterations and Schools remain liable to pay the full invoiced fee.

- 4.2.2 Where the School notifies Kew of its desire to make the alteration (to either the Visit Date or to the Education Sessions) **more than 28 calendar days** before the Visit Date, Kew will endeavour to make the requested alteration at its discretion and subject to availability. In case of successful alteration, the School must pay an alteration fee of £20 in addition to the full invoiced fee. If the alteration is not possible, Kew will hold the fee on the School's customer account for up to 12 months for the purpose of rearranging the visit and then refund the fee to the School, minus any cancellation fees (see 4.3.1). Schools are entitled to claim a refund (minus any cancellation fees, see 4.3.1) at any time prior to the end of the 12 months period.
- 4.2.3 Where the School notifies Kew of its desire to make the alteration **28 calendar days or less** before the Visit Date:
- 4.2.3.1 where the visit is a Self-led Visit, Kew will endeavour to rearrange the Visit Date for a different date at its discretion and subject to availability and the School must pay the £20 alteration fee upon successful alteration of the Visit Date. In our busy period from March to July (the "Busy Period"), alternative Visit Dates may not be available. If no alternative Visit Date is available during the Busy Period, the visit will be cancelled and the School will be liable to pay the full invoiced fee. Outside the Busy Period, if no alternative Visit Date can be found, Kew will hold the fee on the School's customer account for up to 12 months for the purpose of rearranging the visit and then refund the fee to the School. Schools are entitled to claim a refund at any time prior to the end of the 12 months period.
- 4.2.3.2 where the visit is an Assisted Visit, alterations (to either the Visit Date, or the Education Sessions) are not possible. The full invoiced fee remains payable by the School and no refunds will be offered.
- 4.3 In the event the School wishes to **cancel a confirmed booking**, the following terms apply:
- 4.3.1 Where the School notifies Kew of its desire to cancel **more than 28 calendar days** before the Visit Date, the School must pay a cancellation fee of £80. Kew will reimburse any fees already paid by the School excluding the cancellation fee.
- 4.3.2 Where the School 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 School and no refunds will be offered.
- 4.4 Kew will endeavour to provide the programme booked with the School, however Kew 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 Booking.
- 4.5 Kew reserves the right to postpone or cancel a School's visit should it (at its sole discretion) consider it necessary to do so. Kew shall give the School advance notice of a postponement or cancellation and shall endeavour to rearrange the visit to an alternative date suitable for the School. 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 and any Education Session Fees paid but shall not be liable for any other costs incurred by the School in connection with the booking or the visit.

## 5. Supervision

- 5.1 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 Kew of the name of that person at the time of requesting a booking.
- 5.2 Should it be necessary to change the "School Contact" or "Lead Teacher" the School shall notify Kew via email ([schools@kew.org](mailto:schools@kew.org)).

- 5.3 Subject to clause 5.4, the School shall ensure that a sufficient number of adults (the "**Supervising Adults**") accompany and supervise pupils at all times whilst on Kew's premises in order to maintain the adult-to-pupil ratio set out on our website:  
<https://www.kew.org/kew-gardens/school-visits/prices>. In the event that there is an insufficient number of Supervising Adults, Kew reserves the right to cancel or pause an Education Session.
- 5.4 Different ratios apply to visits by home educator groups: each pupil visiting as part of a home educator group must be accompanied by a Supervising Adult which may be a parent, guardian or carer. If a parent, guardian, or carer is not present on the trip, it is the responsibility of the trip organiser to ensure that the parent/guardian has given permission for their child to be supervised by another adult accompanying the trip. In the event that a pupil is not accompanied by a Supervising Adult, Kew reserves the right to cancel or pause an Education Session.
- 5.5 The School shall ensure that all Supervising Adults are familiar with the programme for the day.
- 5.6 Pupils and Supervising Adults remain the sole responsibility of the Lead Teacher and the School at all times during the visit.
- 5.7 Supervising Adults are admitted free of charge. Additional adults above the ratios added at the time of booking will be charged a reduced rate. Additional adults, over and above the adult-to-pupil ratio, who arrive on the day will be required to pay the full standard entry fee on arrival at the Gardens.

## **6. School's Obligations**

- 6.1 The School shall ensure that the Lead Teacher, Supervising Adults and pupils 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>, and that all Supervising Adults have been made aware of the information on the [Prices, Planning and Practical Information](#) page of the website.
- 6.2 The School shall ensure (and shall be responsible to Kew 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 Lead Teacher and Supervising Adults are aware that:
    - the car park and adjacent roads can be busy;
    - 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 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 pupils at all times and make reasonable and careful use of the Gardens; and
  - the Lead Teacher, Supervising Adults and pupils obey instruction signage and follow any specific instructions given by Kew staff, particularly with regards to issues of safety, access and behaviour.
- 6.3 The School is responsible for the safeguarding of its pupils when visiting the Gardens and for carrying out a safeguarding risk assessment prior to the Visit Date. This must be made available to Kew if requested.

- 6.4 The School is responsible for carrying out a health and safety risk assessment for its pupils 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 Educational Sessions are carried out regularly, and copies are available on request. In order to facilitate the health and safety risk assessment, the Lead Teacher may wish to visit 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. The School shall ensure that all Supervising Adults have had the opportunity to read the risk assessment in advance of the visit.
- 6.5 The School shall remain responsible for any acts or omissions of the Lead Teacher, Supervising Adults and pupils whilst in the Gardens including, but not limited to, damage to Kew's property.
- 6.6 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.
- 6.7 Kew accepts no responsibility for the safekeeping of any items brought into the Gardens. It is the School's responsibility to ensure that all pupils, teachers and Supervising Adults collect all personal possessions at the end of the visit.

## **7. Use of the Features**

- 7.1 There is a strict no smoking policy in all buildings in the Gardens.
- 7.2 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 access to the Children's Garden, the Hive or the Treetop Walkway. Kew can therefore not guarantee access to these features and Schools 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.

## **8. Limitation of Liability**

- 8.1 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 School for the booking in question.
- 8.2 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).
- 8.3 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.

## **9. 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 for the purposes of administering and keeping you informed about your School's booking,

dealing with queries and providing other information that may be relevant or of interest to your School. 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](mailto: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>.

## 10. Miscellaneous

10.1 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.

10.2 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 School

**PLEASE NOTE :** In exceptional circumstances, Kew may close the whole or part of the Gardens to the public where there is, or there is a reasonable expectation of, a serious issue including adverse weather, an outbreak of pests or disease but also in the event of the death of the UK monarch and/or their spouse, on the day the death is publicly announced, the following day and the day of the funeral. Such closures shall be treated as force majeure and Kew shall therefore not be liable for any costs or losses arising. Where Kew makes such a decision it shall provide the School with as much notice as reasonably practicable and will keep the School advised of the situation. In such circumstances, Kew shall have the right, without limiting its other rights or remedies, to postpone the visit date and shall liaise with the School to rearrange the visit date at a date convenient to both parties, or if it is not possible to rearrange, to provide a refund of the Booking Fee to the School.

10.3 Kew will not provide any images or material for marketing to agents organising educational bookings. Agents must not use materials from Kew's websites for commercial purposes in contravention of Kew's website terms of use. Agents are advised to ensure the information they provide about the education sessions is accurate and up to date. Kew shall not be liable to Agents or their customers in case of incorrect info being provided by Agents. Agents organising educational bookings may provide links to the 'Schools at Kew' section of our Website to their customers, however agents must not suggest any form of association, approval or endorsement on the part of Kew and must always comply with the general terms and conditions for the usage of the Kew.org website.

10.4 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.

10.5 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.