

Our terms

1. These terms

1.1 **What these terms cover.** These are the terms and conditions applicable to your session booking at the Royal Botanic Gardens, Kew.

1.2 **Why you should read them.** Please read these terms carefully before you book your session. 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 RBG Kew Enterprises Limited, a company registered in England and Wales. Our company registration number is 2798886 and our registered office is Royal Botanic Gardens, Kew, Richmond, TW9 3AE. RBG Kew Enterprises Limited is the commercial subsidiary of the Board of Trustees of the Royal Botanic Gardens, Kew.

2.2 **How to contact us.** You can contact us by writing to us at info@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 or postal address you provided to us in your order.

3. Your right to refunds and changes

3.1 This is a contract for the provision of services related to leisure activities on a specific date. Therefore, you do not have a legal right to request a refund of the charges if you change your mind or are unable to attend the session on the day it is scheduled.

3.2 We are not able to offer refunds, duplicates or exchanges of tickets bought in error.

3.3 Please note that we run the sessions in all weather conditions. Where events are held outdoors, cancellations 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 (see clause 4.1 and 4.3 below).

4. Our right to cancel the session

4.1 We may cancel or interrupt the session at any time if an event outside our reasonable control prevents us from organising the session. This could include severe weather which closes Kew Gardens on safety grounds, injury or illness of the session instructor and government guidance and/or regulations applicable to organizing sessions, such as social distancing regulations.

4.2 If we are unable to run the session 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 session date. If you prefer to withdraw your booking, your fee will be refunded in full.

4.3 We will communicate any cancellations to you as soon as practically possible, by email.

5. Photography and equipment

5.1 Please bring your own phone and/or photography equipment to the session. We will not be providing any equipment for this session.

5.2 **Any photographs, film and other media depicting Henry Moore works exhibited at Kew Gardens or Wakehurst must used for private purposes only.**

5.3 **Any inclusion of Henry Moore artworks in any photograph, film or other media for commercial use requires a licence from the Henry Moore Foundation (HMF). 'Commercial use' is defined very broadly and is not limited to instances where photographs, film and other media are sold separately.** The HMF has engaged The Design and Artists Copyright Society (DACS) to deal with licensing on HMF's behalf. As such, you should contact licensing@dacs.org.uk if you plan to use commercially any photography or footage featuring Henry Moore artworks exhibited at Kew Gardens or Wakehurst.

5.4 **Please note that if you are using images commercially, you must obtain a licence even if the Henry Moore artworks are only featured incidentally.** Incidental inclusion is where depiction of the Henry Moore artwork is incidental to the main subject of the photograph, film or other media, for example an image or film footage in which a Henry Moore sculpture in part or in whole is visible in the background.

6. Access & Medical Conditions

6.1 Kew Gardens contains hazards which are potentially dangerous, especially to children or any individuals who with impaired mobility. This includes water features and the surrounding paths, steps and walkways which may become slippery when wet.

6.2 Where special access requirements are needed by participants attending the session then these requirements must be notified to us in writing prior to the session so that the required arrangements can be made.

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 sales 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.

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 kew.org/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.