

MEMBERSHIP TERMS AND CONDITIONS

Thank you for supporting Royal Botanic Gardens Kew through your membership subscription. Your membership fee counts as a donation towards our work and your charitable support enables us to continue our world-class research and maintain our diverse living collections which will help discover long-term solutions to combat biodiversity loss and climate change.

In return for your donation, we will offer you a series of benefits to help you, the member, view the charitable work of RBG Kew. The Terms and Conditions outlined below specify the benefits that are available to you, alongside information about how you can manage your membership.

These are the terms and conditions applicable to Wakehurst members of the Royal Botanic Gardens, Kew ('Terms'). In these Terms, 'you/r', 'the member' refers to the named Wakehurst member (cardholder) of the Royal Botanic Gardens, Kew (or applicant for such status), and 'we' and 'us' refers to the Royal Botanic Gardens, Kew ('Kew'). By purchasing a membership or activating a membership gift voucher, you agree to adhere to these Terms.

1. Your membership benefits

1.1. Adult, Joint Adult and Family members of Wakehurst are entitled, upon presentation of a valid membership card, to the following benefits:

- Free and unlimited entry to Wakehurst.
- Free and unlimited use of the Wakehurst car park.
- One free entry to Kew Gardens
- Selected discounts and priority access at ticketed events, promoted through our printed and digital member communications.
- Access to exclusive, member-only events that showcase the work of Kew
- 10% discount in the Wakehurst Shop and Plant Centre. Certain products may be excluded, please check before purchase.
- Access to Kew Magazine subscription in digital format, available up to three times a year.

1.2. Kew may, from time to time, review the range of benefits on offer to you and reserves the right to change/alter membership benefits and entry rights. We will communicate these changes to our members in advance via our member communications – including members' emails, publications (such as Kew magazine) and on our website at www.kew.org/membership.

2. How to apply for membership

2.1. You can purchase a membership in the Gardens, online at www.kew.org/membership, or by contacting our Customer Care team on 01444 894066. Once you have purchased your membership, you are able to enjoy your membership benefits immediately.

3. Gift Membership

3.1. Gift membership vouchers can be purchased from the retail shop at Wakehurst, or online at www.kew.org/membership.

- 3.2. These vouchers can be given to your intended recipient, who is able to activate the membership by presenting the completed voucher to a member of staff at the point of entry by the date printed on the voucher, which will be at least twelve months later than the purchase date.
- 3.3. Once activated, the gift membership will be valid for twelve months.
- 3.4. Once activated, gift membership is non-transferable and can only be used by the named member(s).
- 3.5. In purchasing gift membership, you agree to Kew using your details to process and manage your purchase. We will contact you (the gift purchaser) afterwards to share relevant news and special offers if you have opted in to receive marketing communications, in accordance with our privacy notice which you can view at <https://www.kew.org/about-us/reports-and-policies/privacy>. You can manage your communication preferences at any time or unsubscribe from mail or emails by following the instructions included in the communications that you have received from Kew.
- 3.6. If for any reason you are unhappy with your gift membership purchase, you have the right to cancel your membership order and receive a full refund without giving a reason within 14 days of the date of purchase. To cancel an order, you must contact wakehurst@kew.org. You must return the voucher (complete, unopened, and undamaged) in order to receive a refund. If purchased online, you will need to cover the cost of returning the gift voucher.
- 3.7. Gift membership cannot be cancelled and refunded once the membership has been activated.
- 3.8. A lost gift voucher cannot be replaced or activated, under any circumstances. It is the responsibility of the gift purchaser and / or recipient to keep the gift voucher safe until it is activated.

4. Membership term, renewal, and termination

- 4.1. Your membership is valid for an initial term of 12 months from the date of purchase or activation of a gift voucher, as applicable. We will always write to you approximately one month before your membership is due to expire, detailing the expiry date of your current membership and the following terms apply regarding renewal of your membership:
 - 4.1.1. If your membership is paid by Direct Debit we will automatically renew your membership by another term of 12 months and collect the money for the new term by Direct Debit unless you notify us that you do not wish to renew your membership either via email at wakehurst@kew.org, by phone on 01444 894066 or, by writing to us at: Wakehurst, Selsfield Road, Ardingly, West Sussex, RH17 6TN. We must receive your notice by the date specified in your renewal letter. Failure to give notice will result in the Direct Debit being claimed.
 - 4.1.2. If you paid for your membership by any other method, the renewal letter will state what actions you need to take to renew your membership.
- 4.2. We reserve the right in our absolute discretion to change the membership subscription fees applicable to each category of membership. Any such change will only apply to you at the time of renewal of your membership.
- 4.3. Once your membership has been renewed and subscription fee has been collected, you will not be eligible to receive a refund on your membership, unless the payment was taken in error.
- 4.4. If you move address, it is your responsibility to contact us to update your address. If we are not updated on your new address and we write to your old address to notify of your membership renewal, this is not our error. If your renewal fee is collected in this instance, you are not eligible for a refund.

5. Your membership card(s)

- 5.1. Membership cards are issued to all named members. Membership cards are not issued to children.
- 5.2. Membership cards and associated benefits are strictly non-transferable and can only be used by the named members.
- 5.3. Proof of identity may be requested alongside presentation of your membership card(s) at Kew or Wakehurst.
- 5.4. Members who are unable to show a valid membership card on entry may be required to purchase a ticket for entry to the Gardens, which is non-refundable.
- 5.5. Lost or stolen membership cards will be replaced free of charge in the first instance.
- 5.6. We reserve the right to levy an administration fee for subsequent requests for replacement cards, unless, in the event of theft, a police report is provided.

6. Your right to a refund

- 6.1. As your membership fee is a donation to support the work of RBG Kew, we do not issue refunds save for the following exceptions:
 - 6.1.1. RBG Kew complies with distance selling regulations. If you purchased your membership online at www.kew.org/membership, over the phone or by post, you have the right to cancel your membership order and receive a full refund without giving a reason within 14 days of the date you purchased the membership. To cancel your membership, you must contact us via email at wakehurst@kew.org, by phone on 01444 894066 or by writing to us at: Wakehurst, Selsfield Road, Ardingly, West Sussex, RH17 6TN.
 - 6.1.2. If an error is made in the payment of your Direct Debit, by RBG Kew or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. You can claim this as an Indemnity Claim via your bank or building society. If you receive a refund you are not entitled to, you must pay it back when RBG Kew asks you to.
 - 6.1.3. Cancellation can only be honoured if membership cards are returned un-used.
 - 6.1.4. To meet the cancellation deadline, you will need to send notice of your intention to cancel within 14 days of the date you purchased the membership.
 - 6.1.5. Other than in the circumstances described above, your annual membership is non-refundable. If you choose to cancel your membership part way through the year of your membership, no part refund is available.
 - 6.1.6. If your membership is a gift membership, which has been activated, you do not have the right to cancel your membership and receive a refund.

7. Day entry refund

- 7.1. If you have purchased an adult day ticket or car parking ticket to visit Wakehurst, you are eligible for a refund off your initial membership fee to the full value of the day ticket or car parking ticket. In order to claim, you must provide proof of your adult day ticket or car parking ticket purchase at the point of your membership purchase. This offer is valid on the day of visit only and is not available for online membership purchases.

8. Changes in membership category

8.1 If you wish to change your membership category, you must pay the difference in price between the two categories. You will pay the full difference; this will not be pro-rated.

8.2 If you would like to change your membership category to a category which costs less, no refund will be due.

9. Members' events

9.1. Members are occasionally entitled to benefits (i.e. discounts or priority booking) for a number of Wakehurst events (e.g. Glow Wild). These benefits are subject to change and will vary according to the specific event.

9.2. Members can also book tickets for exclusive members' only events. All members' events are advertised on our website: www.kew.org and will also be promoted through our regular e-newsletters and occasionally in Kew Magazine.

9.3. We reserve the right to invite non-members to members' events, at the discretion of the Wakehurst events team.

10. Rejection or termination of membership

Kew reserves the right to terminate membership without refunding the membership fee or a portion thereof in the following circumstances:

- On notification of the death of a member.
- On receipt of a written or verbal notification to cancel by the member.
- If payment of the membership has not been received within 60 days of the due date; or
- By discretion of the Director of Wakehurst, if an individual's conduct is deemed to be inappropriate.

Inappropriate conduct includes but is not restricted to:

- Breach of Membership Terms & Conditions, garden Do's & Don'ts and/or statutory Garden Regulations including theft of plant material.
- Giving your membership card to someone other than the person named on that card for them to gain the benefits of membership.
- Using your membership for commercial purposes or commercial gain including but not limited to selling your card to non-members or using your membership or allowing for your membership to be used to undertake activities with any third-party organisation or business.
- Threatening, aggressive, or abusive behaviour towards any person(s) at Kew Gardens or Wakehurst.
- Theft of, as well as damaging or threatening to damage any of the collections or property of the Royal Botanic Gardens, Kew.

11. Keeping in touch – how we will communicate with you

11.1. We will contact you by email, post, and phone in relation to your membership administration, such as informing you when it is about to renew. In addition, as part of your membership benefits, you can access a digital copy of the Kew magazine up to 3 times a year and information (via post or email)

about how to optimise your membership such as early bird tickets for events and special offers available to members when visiting the gardens.

11.2. If you have opted in to receive marketing communications, we will also contact you with other information about Kew, including offers and benefits that we think you may be interested in and how you can support our work.

11.3. You can update your communication preferences at any time or unsubscribe from postal mail or emails by following the instructions in the communications that you have received (e.g. email or post). Our full privacy policy is available to view online at: <https://www.kew.org/about-us/reports-and-policies/privacy>.

12. Further conditions

12.1. Member entry to the gardens is valid during normal opening hours and is subject to the usual conditions of entry. Members must adhere to the statutory Garden Regulations displayed in the gardens and our Do's and Don'ts - <https://www.kew.org/wakehurst/visit-wakehurst/dos-and-donts>.

12.2. We reserve the right to change these Terms & Conditions at any time. We will communicate these changes and the date when they will come into force to you in advance.

12.3. These Terms & Conditions and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Contacting us

If you have any questions about membership or these Terms & Conditions, please contact us by phone on 01444 894066 or email: wakehurst@kew.org.