Terms and Conditions for Library and Archives Tour bookings at Kew

- 1. These terms
- 1.1 What these terms cover. These are the terms and conditions applicable to your Library and Archives tour booking at the Royal Botanic Gardens, Kew.
- 1.2 Why you should read them. Please read these terms carefully before you book your Library and Archives Tour. 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. For Library and Archives tour enquiries, you can contact us by writing to library@kew.org
- 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. Age suitability
- 3.1 Tours are aimed at attendees aged 16 and over.

4. CCTV

4.1 CCTV is used onsite to dissuade and identify theft and damage to property. Visitors are responsible for their own personal items when onsite and it is recommended that they keep valuables with them at all times. There are a limited number of lockers onsite for guests to securely store personal items. Large personal items such as suitcases are not permitted.

- 5. Garden entry
- 5.1 Your tour ticket does not include entry to the gardens, and you do not need to pay for entry to the gardens to attend this tour.
- 6. Food and Drink
- 6.1 All food and liquids including sweets and chewing gum are prohibited from the Herbarium building and the Reading Room. You are welcome to return to the reception area to have a drink of water.
- 6.2 Please note that there are no catering facilities on site.
- 7. Pencils only
- 7.1 The Reading Room operates a 'pencil only' policy. Ink might leave stains which could damage the collection. Pencils can be provided on request.
- 8. Photography
- 8.1 You are welcome to take your own photographs without flash.
- 8.2 Filming might take place during tours for promotional or educational purposes. These recordings can be used in all media. Audience members are requested to inform us if they do not want to be filmed.
- 9. Your right to refunds and changes
- 9.1 All activity/resource bookings are final; please ensure that you can come on the day before making a booking.
- 9.2 To cancel your booking, please email us at library@kew.org so that your space can be offered to someone else.
- 9.3 Please note that we operate our activities in all weather conditions. If extreme, unsafe weather conditions force us to cancel the event, you will be offered an alternative date.

- 10. Our right to cancel the activity
- 10.1 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 event leader.
- 10.2 If we are unable to operate the event 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, please let us know at library@kew.org.
- 10.3 We will communicate any cancellations to you as soon as practically possible, by email.
- 10.4 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 expenditure.
- 11. Our responsibility for loss or damage suffered by you
- 11.1 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.
- 11.2 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.
- 11.3 Children remain the sole responsibility of their parent/guardian/carer at all times during their visit.
- 12. How we may use your personal information
- 12.1 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.
- 13. Which laws apply to this contract and where you may bring legal proceedings.
- 13.1 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.