

## **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 telephoning our customer service team at 0208 332 5655 or by writing to us at [info@kew.org](mailto: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 We are not able to offer refunds, duplicates or exchanges of unwanted tickets or tickets bought in error.

3.2 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 course**

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 organising group exercise and wellbeing sessions, such as social distancing regulations.

4.2 If we are unable to run the session for any other reason, we or our ticket agent [seetickets.com](http://seetickets.com) 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. Refunds are dealt with on a case-by-case basis. If you are due a refund, you must return the ticket to us within 28 days of the event date. Contact our ticket agent [seetickets.com](http://seetickets.com) to discuss any options. We will review and further updates will be given in the normal course of our correspondence with you.

### **5. Session Equipment**

5.1 Please note that session equipment such as yoga mats are not provided unless stated in the course description.

Equipment lists will be issued to participants where appropriate.

### **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.

6.3 If you have any medical conditions, are on prescribed medication, pregnant or have any concerns about attending the session, please obtain medical advice before attending the session and inform the instructor prior to the beginning of the session so they can make any necessary adjustments, if required.

6.4 If you are unable to attend your session for medical reasons, for example if you have suffered an injury after booking your session, please get in touch with us as soon as possible to discuss your options. We will consider the circumstances on a case-by-case basis and may, at our discretion, offer you an alternative date or a refund.

### **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](http://kew.org/privacy).

8.2 Some of our sessions are delivered by third parties who may contact participants ahead of the session to provide additional information such as appropriate clothing, what to bring to the session and to confirm that there are no medical reasons preventing you from attending the session.

### **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.