

## MEMBERSHIP TERMS AND CONDITIONS

These are the terms and conditions applicable to members of the Royal Botanic Gardens, Kew ('Terms'). In these Terms, 'you/r', 'the member' refers to the named 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.

Please note that there are several categories of membership and different benefits and conditions apply to Young Person Memberships as set out in these Terms.

### 1. Your membership benefits

1.1 As a member of Kew, you are entitled, upon presentation of a valid membership card, to the following benefits:

- a) Free and unlimited entry to Kew and Wakehurst for the named member(s). Young Person Members are required to present a valid Photo ID stating their date of birth along with their membership card each time they visit Kew or Wakehurst.
- b) 10% discount in Kew's retail outlets, including the online shop. Certain products may be excluded, please check before purchase.
- c) An exclusive programme of members-only events.
- d) Kew Magazine subscription, to be delivered up to three times a year.
- e) Discounts and/or priority entry at selected ticketed events.
- f) Discount on selected Kew talks and courses

1.2 Members of Kew, with the exception of Young Person Members, are also entitled to claim free entry for one family guest per named member and in the case of Family (2 Adults) and Family (1 Adult) memberships additionally free entry for up to 4 children subject to the following conditions:

- a) Family members and guests are defined as living in the same household. Kew may ask for evidence of a family relationship, such as ID and may refuse entry if a family relationship cannot be verified.
- b) Guests are entitled to free entry to the gardens only if accompanied by the named member.
- c) Guests are entitled to free entry only and are not entitled to any other membership benefits such as retail discounts or exclusive members' events.

1.3 The Young Person Membership is not eligible for access to Kew and Wakehurst as part of a school visit.

1.4 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 the Members' e-newsletter, publications (such as Kew Magazine) and on our website at [www.kew.org/membership](http://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](http://www.kew.org/membership), or by contacting the membership office on 020 8332 3200. In order to purchase Young Person Membership, you will be required to provide a valid photo ID stating your date of birth at the point of purchasing it in person in the Gardens or on your first visit (if purchased by phone or online). Once

you have purchased your membership, we will send your membership card(s) to you via second class post. Please get in touch with us if you have not received your membership card(s) within 5 weeks from purchasing membership. We may not be able to refund or extend your membership if we have not received timely notification of non-receipt of the membership card(s).

2.2 Once you have purchased your membership, you are able to enjoy your membership benefits. Please bring confirmation of your purchase (i.e.: email confirmation) and valid Photo ID to any of our entrance gates, and we will provide you with a temporary membership card.

### **3. Gift Membership**

- 3.1 Gift membership vouchers can be purchased from the retail shop at Kew, or online at [www.kew.org/membership](http://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 entrance gates by the date printed on the voucher, which will be at least twelve months later than the purchase date.
- 3.3 Once activated, their 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 [onlineshop@kew.org](mailto:onlineshop@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 [membership@kew.org](mailto:membership@kew.org), by phone on 0208 332 3200 or in writing to Membership office , Royal Botanic Gardens Kew, Richmond, TW9 3AE. We must receive your notice by the date

specified in your renewal letter. Failure to give notice may 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.
  - 4.1.3 If you purchased Young Person Membership and have turned 25 by the time of your renewal, your membership will automatically be converted to Adult Membership. If you paid for your Young Person Membership by Direct Debit, you will automatically be charged the current price for Adult Membership.
- 4.2 Once your membership has been renewed and payment has been collected, you will not be eligible to receive a refund on your membership, unless the payment was taken in error.
- 4.3 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 cards**

- 5.1 Membership cards are issued to all named members. Membership cards are not issued to guests or children.
- 5.2 Membership cards and associated benefits are strictly non-transferable and can only be used by the named member.
- 5.3 Proof of identity must be shown by Young Person Members each time they visit Kew or Wakehurst and may be requested from other members 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.
- 5.7 Replacement membership cards will be issued within 2- 4 weeks of the request.

## **6. Your right to cancel – new memberships**

- 6.1 If you purchase your membership online at [www.kew.org](http://www.kew.org), 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 the membership office via email at [membership@kew.org](mailto:membership@kew.org) or by writing to us at: Membership office Royal Botanic Gardens Kew, Richmond, Surrey, TW9 3AE.
- 6.2 Cancellation can only be honoured if membership cards are returned un-used.
- 6.3 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.
- 6.4 If a membership is bought on-site at Kew Gardens or Wakehurst, you do not have the right to cancel your membership.

6.5 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.

6.6 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 ticket refund**

7.1 If you have purchased an adult day ticket to visit Kew Gardens, you are eligible for £20 off your initial membership fee. In order to claim your £20 discount, you must provide proof of your adult day ticket purchase at the point of your membership purchase within one month of your visit to Kew Gardens. This discount is not available to purchases of the Young Person Membership.

7.2 The maximum discount applicable to each membership is £20, regardless of which membership category you purchase or how many day tickets have been purchased.

## **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 Kew Events (e.g. Kew the Music). These benefits are subject to change and will vary according to the specific Kew Event.

9.2 Members can also book tickets for exclusive Members' only events including workshops and private viewings. All Members' events are advertised on our website: [www.kew.org](http://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 Membership Team.

## **10. Rejection or termination of membership**

10.1 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 Membership if an individual's conduct is deemed to be inappropriate.

10.2 Inappropriate conduct includes but is not restricted to:

- Continued breach of Membership Terms & Conditions, garden Do's & Don'ts and/or statutory Garden Regulations;

- 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 or guest access 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 or abusive behaviour towards any person(s) at the Kew 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 sending out your membership card and informing you when it is about to renew. In addition, as part of your membership benefits, you will receive 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/kew-gardens/visit-kew-gardens/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 0208 332 3200 or email: [membership@kew.org](mailto:membership@kew.org).