**Terms and Conditions for Carbon Literacy Training for School Leaders and Teachers**

1. **These terms**

* 1. **What these terms cover**. These are the terms and conditions applicable to carbon literacy training for individuals and groups, operated online or in-person.

1.2 **Why you should read them**. **Please read these terms carefully before you book.** 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 for administrating the Carbon Literacy Training is at Wakehurst, Ardingly, West Sussex RH17 6TN.

2.2 **How to contact us**. You can contact us by writing to us at wakehurstschools@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. **Booking a space in our Carbon Literacy Training**

3.1 Please see the booking page (accessible via <https://www.kew.org/wakehurst/school->visits/carbon-literacy-training), for details of the training including who the training is suitable for, how to book a place in the training and pricing.

**3.2 Individual bookings**: We accept individual bookings for our online delivery of the training on specified dates.

**3.3 Group bookings**: We are also able to offer group bookings to organisations who wish to organise either in-person or online training for their own staff or staff from their affiliated schools. Group pricing is dependent on several factors such as the size of a group and required travel (if applicable). If you approach us to register your interest in a group booking, we will provide you with a bespoke quote, taking into account the specific requirements of the training delivery. Group bookings are only available in instances where a single organisation (the Lead organisation or the “Lead”) makes the booking and pays the full group fee.

3.4 Please fill in the booking form on the booking page in order to:

- book a place for the next available training date

- be added to the waiting list for an upcoming training date; or

- to register your interest in making group training booking ,

We will then get in touch by email to either confirm your booking, confirm your place on a waiting list or to discuss your needs for a group booking.

3.5 **Booking confirmation**: if we accept a booking for a group or individual training on the dates and at the times requested, we will send a booking confirmation and an invoice via email. Once a booking has been confirmed by us, a legally binding agreement is formed between us and the individual (for individual bookings) or the Lead organisation (for group bookings). Please see section 4 for your right to refunds and changes.

3.6 **Training fees** are payable within 14 calendar days from the date of the invoice. Where full payment is not received within 14 calendar days from the date of the invoice, we reserve the right to apply the cancellation fees and other fees may also remain due, see section 4.

4. **Your right to refunds and changes**

4.1 Please ensure that you can come on the training day before making a booking. We will allow you a period of 1 working day from the point that the booking is confirmed. During this period, you will be able to cancel the booking or alter the date on one occasion without incurring cancellation or alteration fees.

4.2 After the period of 1 working day has expired, bookings are final and we are not able to offer free refunds or exchanges of unwanted bookings or bookings made in error. The charges set out in section 4.3 (individual bookings) and 4.4 (group bookings) apply.

4.3 **Cancelling or amending individual bookings** for the online training:

4.3.1 **Cancellations**: If you cancel your confirmed individual booking 28 days or more before the scheduled training date, we will refund the training fees minus a cancellation fee of £50 per person.

The full training course fee remains payable for cancellations less than 28 days before the training date.

4.3.2 **Attending at a different date**: If you have booked training for a specific date and would like to change the date at which you attend our online training, we will endeavour to change the date of your booking at our discretion and subject to availability.

If alteration of the date is not possible and you **requested a different date more than 28 days before the original scheduled training**, we will hold the training fee for up to 6 months for the purpose of rearranging the training at a later point in time. We will refund the fee to you minus a cancellation fee of £50 if the training has not been rearranged within 6 months. You are entitled to claim a refund (minus any cancellation fees) at any time prior to the end of the 6 months period.

If alteration of the date is not possible and you **requested a different date less than 28 days before the original scheduled training**, we will retain the full course fee if no new date could be arranged within 6 months.

4.4 **Cancelling or amending group bookings** for in person and online training:

4.4.1 **Cancellations**: If the Lead organisation cancels a scheduled group booking 28 days or more before the scheduled training date, we will refund the 50% of the invoiced group booking fee to cover our costs associated with planning and organising the training.

If the Lead organisations cancels a group booking less than 28 days before the scheduled training date, the full training course fee remains payable.

4.4.2 **Changes to the training date**: If the Lead organisation would like to change the date of a scheduled group booking, we will endeavour to change the date of the booking at our discretion, subject to availability and an administration fee of £50.

If alteration of the date is not possible and the **Lead requested a different date more than 28 days before the original scheduled training**, we will hold the fee for up to 6 months for the purpose of rearranging the training at a later point in time. We will refund the fee to you minus a cancellation fee of 50% of the full training course fee if the training has not been rearranged within 6 months. The Lead is entitled to claim a refund (minus any cancellation fees) at any time prior to the end of the 6 months period.

If alteration of the date is not possible and the **Lead requested a different date less than 28 days before the original scheduled training**, we will retain the full course fee if no new date could be found within 6 months.

**6. Course Materials**

6.1 Around two weeks before the scheduled course date, we will provide you with some pre-reading and educational materials which we encourage you to review prior to the start of the course. Please note that we will only send the pre-reading materials to individuals or Lead organisations that have paid the full course fee at this point in time. You will still be able to participate in the course if your payment is delayed and you have not received the pre-reading materials, but you may not get the full benefit as you will only receive the materials on the first course day.

6.2 You are not permitted to record the training sessions. We will provide sufficient course materials to ensure that you are able to review and apply the content of the training.

6.3 Course materials, including any intellectual property contained in the materials, are owned by Kew. Kew provides a licence to you to use the materials to a) support your personal learning and development in the areas covered by the course and b) provide education to your organisation’s students and pupils (the permitted purposes).

You must not use the materials for any other purposes, including, but not limited to commercial exploitation of the materials. You must not copy the materials, share the materials with anyone outside your organisation or further distribute them. We reserve the right to take further action to assert our ownership rights if we become aware of any use outside the permitted purposes by you or your organisation.

**7.** **Our right to cancel the training day**

7.1 We may cancel or interrupt the training day at any time if an event outside our reasonable control prevents us from operating the training day. This could include injury or illness of the activity leader.

7.2 If we are unable to operate the training day 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, your booking fee (where applicable) will be refunded in full.

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

7.4 In the event of the training day being cancelled or postponed, we are not responsible for any costs incurred for travel, accommodation, or any other related service.

8. **Our responsibility for loss or damage suffered by you**

8.1 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.

8.2 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.

9. **How we may use your personal information**

9.1 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>.

10. **Which laws apply to this contract and where you may bring legal proceedings**.

10.1 These terms are governed by English law, and you can bring legal proceedings in respect of the services in the English courts.