

Terms and Conditions of Sale applicable to Group Visits

1. Terminology

In these terms and conditions the following words have the following meanings:

'RHS Garden Harlow Carr' owned and managed by The Royal Horticultural Society, registered charity number 222879/SC038262,

'Visit': a visitor's admission to RHS Garden Harlow Carr as part of a group,

'Group': a minimum of 10 paying adults (excluding the driver, group leader and any members of the RHS),

'Group visit': an entitlement issued by RHS Garden Harlow Carr in writing allowing a group to be admitted on the date specified in the entitlement,

'Offer': RHS Garden Harlow Carr's written offer to the organiser, subject to availability to one or more group visits,

'Organiser': an organiser of a group, whether this be a tour operator or group travel organiser,

'Visitors': any persons entitled to visit RHS Garden Harlow Carr, whether by virtue of a group visit or otherwise.

2. Payment

Offers are made on the basis of the organiser's applications, which are deemed correct. All offers are subject to these conditions and remain open until the date stated in your letter of confirmation but will lapse if the minimum payment of £25 is not received in cleared funds by close of business on that date. The balance is due on the day of arrival by cash, cheque or credit card, or you can pay the balance by cash, credit card or cheque prior to your visit. Credit facilities for tour operators are available on written request at the discretion of The Royal Horticultural Society. Please note that no other offer can be used in conjunction with the group rate for entry to the garden.

3. Entry

Groups will be admitted to RHS Garden Harlow Carr upon presentation of valid and correct documentation at the date specified in the confirmation letter.

4. Cancellations

If there is less than 28 days notice of cancellation there will be no refund given. Cancellation prior to this, all money paid, less the £25 deposit will be returned.

5. Reselling

The organiser will not present or portray the cost of a visit to RHS Garden Harlow Carr as being greater than £7.70 (pounds sterling) whether or not the visit is sold as part of a package comprising other elements such as transport, tours and/or accommodation. The offer and any group visit comprised in it is personal to the organiser and may not be assigned, transferred or re-sold in any manner whatsoever to the group to which it applies without RHS Garden Harlow Carr's prior written consent which is at its entire discretion.

6. Pricing

Prices apply to visits taking place 1st January 2013 – 31st December 2013. Bookings made for visits after 1st November 2013 may be subject to amended price structure. Pre-booked means booked 24 hours or more in advance of the visit.

7. Marketing

The RHS logo and images of RHS Garden Harlow Carr are available for use on promotional literature by prior agreement with the Marketing department at Harlow Carr. Contact Marketing on 01423 724651. The title of 'RHS Garden Harlow Carr' should always be used not 'Harlow Carr Gardens' or 'Harlow Carr Botanical Gardens'.

8. Liability

Except in respect of death or personal injury caused by RHS Garden Harlow Carr's negligence, the RHS excludes liability to the fullest extent permitted by law for loss or damage suffered by the organiser or any visitor. If RHS Garden Harlow Carr becomes liable, its liability to the organiser is limited to the price of the group visit(s) stated in the offer. In no circumstances will RHS Garden Harlow Carr be liable to the organiser or any third party for any consequential or indirect loss or damage. The RHS will not be liable for any breaches or delays arising from any events outside its control, including (but not limited to) fire, flood, storm, strikes, riots, civil commotion, national disaster, war or acts of governmental authority.

9. Termination

Any breach of these conditions by the organiser entitles RHS Garden Harlow Carr forthwith and without incurring any liability to the organiser to cancel the offer, which will then become void, and to terminate any agreement with the organiser.

10. Jurisdiction

These conditions are subject to English law and any disputes will be subject to the jurisdiction of the courts of England.



Sharing the best in Gardening

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Fax: 01423 530663 E-mail: harlowcarr@rhs.org.uk

rhs.org.uk/harlowcarr