

TERMS AND CONDITIONS

WELLCOME TRUST TRADING LIMITED

conference
centre

wellcome
collection

Terms and conditions of booking:

1 General

This agreement is for the hire of conference rooms and/or meeting rooms and/or residential accommodation and/or function facilities and/or the provision of services including food and beverages (together the "**Services**") at the Premises by the Supplier to the Client as specified in the attached Booking Information Form.

2 Obligations of the Supplier

- 2.1 The Supplier shall provide the Services on the dates and times as specified in this agreement and on the Booking Information Form (together the "**Agreement**") upon the terms and conditions contained herein.
- 2.2 If due to circumstances beyond the control of the Supplier it is necessary to make any changes in the arrangements relating to the Services, the Supplier shall immediately notify the Client thereof and, if reasonably possible, offer alternative Services to those originally specified. Where appropriate, the cost to the Client will be adjusted to reflect the change in the Services. If the Supplier is unable to offer a satisfactory alternative, then the Client shall have the right to terminate the Agreement at no cost to the Client.
- 2.3 The Supplier shall not incur any further obligations or liability under this Agreement or otherwise in connection with provision of the Services. In particular the Supplier shall not accept any liability for any theft, loss or damage to the property or valuables of the Client, its guests, employees or agents other than loss or damage resulting from the negligence of the Supplier, nor for any errors or omissions in marketing materials or representations made to the Client by employees of the Supplier during the marketing process.

3 Obligations of the Client

- 3.1 The Client agrees to accept and pay for the Services on the dates and times and for the price specified in the Booking Information Form.
- 3.2 The Client acknowledges that credit accounts are granted at the Supplier's absolute discretion. To apply for a credit account Supplier requires the Client to complete and return an application form prior to contracting for any event and to pay any deposit(s) as stipulated by Supplier in the Booking Information Form. Supplier reserves the right to seek a deposit at any time prior to the Client's event, irrespective of whether it has been granted a credit account.
- 3.3 An invoice for any final balance not covered by the Client's deposit(s) will be raised after the last day of the event and payment is required within 30 days of the date of the invoice unless otherwise agreed by Supplier in writing. Details of the Client's payment schedule are set out in the Booking Information Form attached.
- 3.4 The Client agrees to confirm to Supplier the final timings, menus and any special dietary requirements together with final numbers and names of delegates (for security purposes) no later than fourteen days prior to the start date of the event. If the Supplier does not receive this information, Supplier will decide what it should supply and charge accordingly. Supplier reserves the right to charge for non-arrivals or reduced numbers pursuant to Clause 4 below.
- 3.5 The Client agrees not to bring into the Premises food or beverages of any kind without the prior written consent of Supplier. A corkage charge will be made where Supplier gives the Client permission to consume beverages on the Premises that have not been supplied by Supplier.
- 3.6 The Client agrees that it shall not use, sell, publish or broadcast any name, brand, logo or images of, or associated with, the Supplier or of the Supplier's parent, the Wellcome Trust, or of Wellcome Collection, without the Supplier's prior written consent, which shall be at the absolute discretion of Supplier.
- 3.7 The Client shall not affix or attach in any way any sign, poster or otherwise to the fabric of the Premises' rooms or to anywhere else in the interior or exterior of the building unless it has obtained the Supplier's prior written consent to do so. There may be valuable artwork on the walls or otherwise within the Premises and the Client agrees to ensure that any stand or other equipment used by the Client leaves adequate space, as agreed with Supplier staff, to prevent damage.
- 3.8 The Client shall compensate Supplier for the costs of making good any loss of or damage to Supplier property that is negligently or wilfully caused by the Client, its guests, employees, servants, agents or contractors and for the value to Supplier of any subsequent loss of business or trade or other commercial activity suffered by Supplier.
- 3.9 The Client shall indemnify Supplier against any claim made against it in respect of personal injury or death caused by any negligent act or omission of the Client or its guests, employees, servants, agents and/or contractors.
- 3.10 The Client hereby warrants and undertakes to insure itself against any and all liability under this Agreement and the Supplier has the right to require proof in writing that this insurance requirement has been complied with.
- 3.11 The Client shall indemnify and hold harmless Supplier against loss or damage to the property or valuables of the Client, its guests, employees, servants, agents or contractors, other than loss or damage resulting from the negligence of Supplier.
- 3.12 The Client shall ensure that its employees, servants, agents and/or contractors comply with the Supplier's Health and Safety policies which shall be made available on request.
- 3.13 The Client acknowledges that Supplier reserve its right in its absolute discretion to refuse admission, ban from entry or remove from the premises, any individual or group behaving in a manner which is deemed by Supplier to be unsociable and/or inappropriate.

183 Euston Road London NW1 2BE UK

T 020 7611 2200 F 020 7611 2211 E conferencecentre@wellcome.ac.uk www.wellcomecollectionconference.org.uk

Wellcome Collection is part of the Wellcome Trust.

Wellcome Collection Conference Centre will be operated through two companies: The Wellcome Trust Limited, a company registered in England (no. 2711000), as Trustee of the Wellcome Trust, a charity registered in England (no. 210183); and Wellcome Trust Trading Limited, a non-charitable trading company controlled by the Wellcome Trust and registered in England (no. 3227327). The registered offices of both companies are at 215 Euston Road, London NW1 2BE, UK.

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4 Cancellation/Reduction in Numbers

In the event of cancellation or a reduction in numbers by the Client, notice must be in writing and will only be effective upon actual receipt by Supplier. The Client agrees to pay Supplier in accordance with the following schedule:

| Written notice received by us: | Percentage of contracted revenue to be charged |
|--|--|
| More than 6 months before the first day of the event | £250 cancellation fee or 10% of contract value |
| 6 – 3 months before the first day of the event | 50% |
| 3 months - 28 days before the first day of the event | 75% |
| Less than 28 days before the first day of the event | 100% |

5 Additional Costs

Supplier may have entered into commitments with third parties for special services relating to the Client's event, including but not limited to hire of equipment. In the event of cancellation by the Client, the Client agrees to pay all fees and costs relating to such commitments. The function shall terminate at the time stated. An additional charge will be payable by the Client for any overrun.

6 Termination

6.1 Either party may terminate this Agreement immediately by notice in writing to the other if either party is in breach of any of its obligations under this Agreement and, in case of a breach capable of being remedied, fails to remedy such breach within 7 days of being requested in writing by the other to do so.

6.2 Supplier may terminate this Agreement in notice in writing with immediate effect if the Client ceases to operate or is placed into receivership or liquidation or an administration order is made against it or it becomes the subject of any analogous insolvency proceedings.

7 Notices

Any notice given shall be given in writing and sent either by hand, first class post, email or facsimile transmission. Notices shall be sent to the addresses stated in this Agreement. Notices sent by hand shall be deemed to have been delivered on receipt. Notices sent by post shall be deemed, unless the contrary can be proved, to have been delivered the second working day after posting. Notices sent by email will be deemed to have been received on the first working day after transmission (unless the sender receives an out of office message from the recipient, in which case the sender must contact Supplier to discuss an alternative way of sending the notice to Supplier. Notices sent by facsimile transmission shall be deemed to have been received at the time the transmission is successfully completed.

8 Non-performance

Any failure by either party to require at any time full performance of any of these terms and conditions shall in no manner affect their right to enforce the same at a later date.

9 Force Majeure

Supplier cannot accept liability under this Agreement for any acts or omissions whatsoever which may arise for reasons beyond its reasonable control ("**Force Majeure Event**") including but not limited to any act or omission as a consequence of a Force Majeure Event including, but not limited to, an Act of God, weather conditions, fire, flood, industrial disputes, acts of terrorism or other hostilities or any other case.

10 Entire Agreement

This Agreement constitutes the entire and sole agreement between the parties hereto with respect to its subject matter and supersedes any and all previous agreements and understandings in respect thereof, whether written or oral. No amendment or variation to this Agreement shall be binding unless it shall be made in writing and signed by both parties.

11 Assignment

The Client shall not assign any of its rights under this Agreement except with the prior written consent of Supplier. Any purported assignment in contravention of this clause will be void.

12 Third party rights

Nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

13 Governing Law

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

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