

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 or meeting rooms and/or function facilities and/or the provision of services including food and beverages at Wellcome Collection Conference Centre, 183 Euston Road, London NW1 2BE by Wellcome Trust Trading Limited (WTTL) to the Client (the "Services") as more particularly specified in the attached **Booking Information Form**.

2. Obligations of Wellcome Trust Trading Limited (WTTL)

2.1 WTTL shall provide the Services on the dates and times as specified in this agreement and the above Booking Information (together the "Agreement") upon the terms and conditions contained herein.

2.2 If, due to circumstances beyond the reasonable control of WTTL, it is necessary to make any changes in the arrangements relating to the Services, WTTL shall immediately notify the Client 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 WTTL is unable to offer a satisfactory alternative, the Client shall have the right to terminate the Agreement at no cost to the Client.

2.3 WTTL shall not incur any further obligations or liability under this Agreement or otherwise in connection with provision of the Services. In particular, WTTL 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 WTTL, nor for any errors or omissions in marketing materials.

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 WTTL's absolute discretion. To apply for a credit account WTTL 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 WTTL in the Booking Information Form. WTTL 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 WTTL 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 WTTL the final timings, menus and any special dietary requirements together with final numbers and names of delegates (for security purposes) no later than seven days prior to the start date of the event. If WTTL does not receive this information, WTTL will decide what it should supply and charge accordingly. WTTL 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 Conference Centre food or beverages of any kind without the prior written consent of WTTL. A corkage charge will be made where WTTL gives the Client permission to consume beverages on Conference Centre premises that have not been supplied by WTTL.

3.6 The Client agrees that it shall not use, sell, publish or broadcast any name, brand, logo or images of, or associated with, WTTL or of WTTL's parent, Wellcome Trust Trading Limited, or of Wellcome Collection, without WTTL's prior written consent, which shall be at the absolute discretion of WTTL.

3.7 The Client shall not affix or attach in any way any sign, poster or otherwise to the fabric of the Conference Centre rooms or to anywhere else in the interior or exterior of the Wellcome Collection building unless it has obtained WTTL's prior written consent to do so. There may be valuable artwork on the walls or otherwise within the Conference Centre and the Client agrees to ensure that any stand or other equipment used by the Client leaves adequate space, as agreed with Conference Centre staff, to prevent damage.

3.8 The Client shall compensate WTTL for the costs of making good any loss of or damage to Wellcome Collection Conference Centre property that is negligently or wilfully caused by the Client, its guests, employees, servants, agents or contractors and for the value to WTTL of any subsequent loss of business or trade or other commercial activity suffered by WTTL. The Client shall indemnify WTTL 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 and/or agents.

3.9 The Client warrants that it has appropriate insurance in place to cover loss or damage pursuant to clause 3.8 hereof.

4. Cancellations or amendments

In the event of cancellation or an amendment in numbers by the Client, notice must be in writing and will only be effective upon actual receipt by WTTL at the address first above written. The Client agrees to pay WTTL cancellation fees in accordance with the following schedule:

Written notice received by us	% of contracted revenue to be charged
> 6 months before the 1st day of the event	The greater of £250 fee or 10% of contract value
6 – 3 months before the first day of the event	50%
3 months to 1 month before the first day of the event	75%
< 1 calendar month before the first day of the event	100%

5. Additional Costs

Any costs in addition to the price for the Services set out in the Booking Information Form shall be detailed in the Booking Information Form.

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 seven days of being requested in writing by the other to do so.

6.2 WTTL may terminate this Agreement on 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

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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case the sender must contact WTTL to discuss an alternative way of sending the notice to WTTL). 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**

WTTL 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 acts or omissions 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, a failure of transport systems or a pandemic disease.

10 **Entire Agreement**

This Agreement constitutes the entire 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 WTTL. 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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