



TERMS AND CONDITIONS OF BOOKING:

1. General

- 1.1 This agreement is for the hire of conference rooms and/or meeting rooms and/or function facilities and/or the provision of services including food and beverages (together the "Services") by Wellcome Trust Trading Limited (the "Supplier") to the Client at the Event Spaces. The contract formed between the Supplier and the Client (the "Agreement") comprises the Booking Contract (including these terms and conditions) and any Final Details Form which is submitted by the Client and accepted by the Supplier.
- 1.2 The booking is confirmed only upon the receipt of the signed Booking Contract. If the booking contract is not returned within one week of the Client's receipt, the Supplier may cancel the Client's provisional booking without notice or liability to the Client. If another client wishes to book the Spaces in Wellcome Collection for the same date(s) before the Client has returned the Booking Contract the Client will be asked to confirm the booking within 48 hours of notification. If the Supplier does not receive the signed Agreement within this period, the Supplier may cancel the booking without liability to the Client.

2. Obligations of the Supplier

- 2.1 Subject to clause 5, in consideration of the payment by the Client of the Total Fees, any Additional Charges and compliance by the Client with the obligations set out in this Agreement, the Supplier shall provide the Services on the dates and times as specified in the Booking Contract.


3. Obligations of the Client

- 3.1 In consideration of the rights and facilities being granted under this Agreement, the Client agrees to accept and pay the Total Fees and any Additional Charges notified by the Supplier.
- 3.2 The first deposit to the amount of 50% of Total Fees, which is issued upon the receipt of the signed Booking Contract by the Supplier, is payable to the Supplier within 7 days of issue. If payment is not made, the Supplier reserves the right to deem the booking as cancelled with no liability to the Client, and the Client will be subject to any cancellation fees, pursuant to clause 5.4.
- 3.3 The second deposit to the amount of the remaining 50% of Total Fees is payable to the Supplier no less than 28 days prior to the Event Dates. If payment is not made, the Supplier reserves the right to deem the booking as cancelled with no liability to the Client, and the Client will be subject to any cancellation fees, pursuant to clause 5.4.
- 3.4 For any events contracted less than six weeks prior to the Event Dates, the Total Fees will be due within 7 days of the receipt of the signed contract.
- 3.5 The final invoice will be raised after the last day of the event. The invoice will be inclusive of any Additional Charges attributable to the Event (including any charges due for damages at the venue). Payment will be due within 30 days of the invoice being issued.
- 3.6 Any overdue invoices will be subject to accruing an interest of 2.5% of the invoice value per month overdue, pursuant to The Late Payment of Commercial Debts (interest) Act, 1998.
- 3.7 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 14 days prior to the Event Dates. If the Supplier does not receive this information, it is agreed that the Supplier will decide what it should supply and charge accordingly based on the original booking contract.
- 3.8 The Supplier reserves the right to charge for reduced Visitors pursuant to clause 5 below. The Client accepts that if the final numbers exceed the numbers previously notified to Supplier 14 days prior to the Event Dates, The Supplier shall have no obligation to provide catering for such additional attendees.
- 3.9 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 the Supplier gives the Client permission to consume beverages on the Premises that have not been supplied by the Supplier.

Event Spaces at Wellcome Collection

T 020 7611 2200 | 183 Euston Road, London NW1 2BE

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collection**

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- 3.10 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 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 the Supplier.
- 3.11 The Client shall not affix or attach in any way any sign, poster or other item to the interior or exterior of the Premises' unless it has obtained the Supplier's prior written consent to do so. It is acknowledged that there is valuable artwork within the Premises displayed on walls and otherwise. 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.
- 3.12 The Client shall compensate the Supplier for the costs of making good any loss of or damage to the Supplier's property and any subsequent loss of business, trade or commercial activity suffered by the Supplier that is negligently or wilfully caused by the Visitors.
- 3.13 The Client hereby undertakes to obtain all necessary consents and licences in connection with its proposed use of the Event Spaces and/or facilities and warrants that in using the Services it shall not infringe the rights, including intellectual property rights, of any third party.
- 3.14 The Client agrees to comply with the terms of the Supplier's PRS Licence (if and as applicable).
- 3.15 The Client hereby undertakes and agrees to insure itself against its liabilities under this Agreement and upon request shall provide the Supplier with evidence in writing that this insurance requirement has been complied with.
- 3.16 The Client shall ensure that the Visitors comply with all relevant statutes, by-laws, regulations, health and safety requirements, applicable codes of practice and fire regulations (including without limitation the Supplier's health and safety policies which shall always be made available on request) and observe any reasonable restrictions, conditions or directions which the Supplier or the Supplier's staff impose in relation to any matter concerning the event.
- 3.17 The Client shall perform all necessary risk assessments for all activities due to be conducted as part of the event and shall provide such risk assessments to the Supplier in accordance with the Final Details Form or as otherwise requested by the Supplier.
- 3.18 The Client acknowledges that the Supplier reserves 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 the Supplier to be unsociable and/or inappropriate.
- 3.19 The event shall terminate at the time stated in the Booking Contract. An additional Charge of £695 (plus VAT) per hour, or part thereof, will be payable by the Client for any overrun.

4. Indemnity and Liability

- 4.1 The Client agrees to indemnify the Supplier against any claim, losses, damages, costs and expenses made against, paid by or awarded against the Supplier, howsoever arising and whether caused directly or indirectly by:
- (a) the neglect or fault of the Client;
 - (b) any breach by the Client of any of its obligations under this Agreement;
 - (c) the Supplier's enforcement of any terms of this Agreement;
 - (d) the use of the Premises and Event Spaces by the Client; or
 - (e) the event.
- 4.2 The Client agrees and acknowledges that the Supplier, its employees, agents or contractors, shall not be liable for:
- (a) any damage, loss, delay or expense incurred by the Client, the Visitors or any other person connected with the event, except for death or personal injury resulting from the negligence of the Supplier, its employees, agents or contractors;


(b) damage, theft or loss of any goods, articles, possessions, objects or similar things used, kept or left on or at the premises (including without limitation deliveries sent to the venue by the Client in advance of the event; or

(c) the Client's breach of copyright.

5. Variation or Cancellation by the Client

- 5.1 The Client may request to vary the Agreement. Such requests should be sent to the Supplier no less than 28 days before the Event Dates. Any acceptance of any variation in the Event Dates is at the discretion of the Supplier and must be approved by the Supplier in writing.
Any such variation will incur an administrative charge of 20% of the Total Fees (plus VAT). Any variation to the Event Date, will not affect the deposit schedule. For the avoidance of doubt, any deposit paid before the variation will be retained by the Supplier with any payments due, continuing to follow the original schedule within the Booking Contract. If the proposed variation cannot be accommodated, the event shall be deemed as cancelled and will incur a cancellation fee, pursuant to clause 5.4.
- 5.2 Any request to vary the Events Dates, which is received by the Supplier less than 28 days prior to the Event shall be deemed as cancellation and will incur a cancellation fee, pursuant to clause 5.4.
- 5.3 The Client may vary the number of Visitors up until the submission of the Final Details Form which is due no less than 14 days before the Event Dates provided such variation is agreed by the Supplier in writing. The Client may not reduce the Visitors attending below the Minimum Number.
Upon notice of an approved reduction in numbers the Supplier will reduce the Total Fees accordingly and, if such a reduction results in a repayment becoming due to the Client, make such repayment (which the Supplier shall be entitled to set-off against any additional charges incurred by the Client pursuant to clause 3.5) to the Client within 30 days of the final date of the event.
If notice of a reduction in numbers is received by the Supplier later than 14 days before the Event Dates or is not received, the Supplier reserves the right to charge the Supplier for the full cost of the Total Fees as set out in the Agreement. If the Client reduces the number of Visitors below the Minimum Number, it is understood that the fee will be calculated using the Minimum Number.
- 5.4 In the event of cancellation, the Supplier shall endeavour to obtain a suitable alternative booking of the venue but, where it cannot find a suitable alternative booking, reserves the right to charge the following cancellation fees (and the Client will be entitled to set-off the Deposit against the same):

Written notice received by supplier	Cancellation fee payable
From receipt of the Booking Contract through to 3 months prior to Event Date	50% of Total Fees
Less than 3 months to 28 days before the Event Date	75% of contact value
Fewer than 28 days before the Event Date	100% of the Total Fees and any Additional Charges already incurred

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- 5.5 The 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 incurred to the date of cancellation.

6. Cancellation and Termination by the Supplier

- 6.1 The Supplier reserves the right to cancel the booking and terminate this Agreement forthwith by notice in writing to the Client if the Premises or any substantial part thereof is closed or has become unusable due to a Force Majeure Event (as defined in clause 9). If the Supplier cancels the booking in such circumstances, the Supplier will refund any Deposit paid but will not be liable for any costs incurred by the Client or any consequential or inconsequential loss directly or indirectly suffered by the Client as a result of entering into this Agreement.
- 6.2 The Supplier may terminate this Agreement on notice in writing with immediate effect if:
- (a) the Client 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 such reasonable period of time as the Supplier specifies by written notice; or
 - (b) 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.
 - (c) the Client is engaged in a business or any practices which the Supplier in its sole discretion regards as running contrary to Wellcome's mission as a politically independent charity committed to the improvement of health for everyone.

7. Notices

- 7.1 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


- 8.1 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

- 9.1 The Supplier shall have no liability under this Agreement for any interruption to or cancellation of the event which results from the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, act of terrorism, disease outbreaks, epidemics, quarantines or any circumstance outside the control of the Supplier ("Force Majeure Event"). The Supplier shall notify the Client promptly in writing if it reasonably believes that a Force Majeure Event may cause the event to be interrupted or cancelled and clause 6.1 shall apply.

10. Entire Agreement

- 10.1 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

11.1 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 11 will be void.

12. Third Party Right

12.1 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. Dispute Resolution

13.1 If a dispute arises out of or in connection with this Agreement the parties will, following a written request from one to the other, attempt in good faith to resolve the dispute either through:

- (a) discussions between the Supplier's authorised representative and the Client's authorised representative, failing which; or
- (b) discussions between a director of the Supplier and a director of the Client.

No party may commence court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute through the discussions referred to above and either the dispute has not been settled within two weeks of such discussions or the other party has failed to participate in the discussions.

14. Governing Law

14.1 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.

15. COVID-19

15.1 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. The Client acknowledges that COVID-19 may require The Supplier to take one or more of the following measures for the safety of our staff and the safety of Visitors attending the event to which this booking relates:

- (a) impose maximum Visitor numbers at the event;
- (b) limit food or drink availability;
- (c) impose specific requirements regarding personal protective equipment such as, but not limited to, the wearing of masks;
- (d) limit any planned entertainment for your event;
- (e) designate alternative entrance and exit routes.

In some circumstances we might consider revising your booking fee. If we are obliged due to specific Government restrictions, to close our venue, we may offer you an alternative date for the event, up until 30 September of the following year at no additional cost, but if that cannot be agreed the booking will be deemed cancelled and your deposit will be returned in full with no further payment required.

If you are unable to provide the agreed Visitor numbers because of infections or travel restrictions, then we will offer you either a proportionate reduced fee for the event or agree to cancel the booking and return your deposit and any additional sums already paid. If Visitor numbers decrease below the Minimum Number (notified by the organiser in writing a minimum of 14 working days prior to event), we reserve the right to cancel the event. If the Client wishes to go ahead with the event despite being below the Minimum Number, the fee will still be calculated using the Minimum Number.



DEFINITIONS

Final Details Form: The form which will be sent by the Supplier to the Client to confirm the final details of the event which must be returned at least 14 days before the Event Dates.

Fees: The fees as set out in the Financials section of the Booking Contract (the "Fees").

Room Hire Fees: The portion of the Total Fees for the hire of the Event Spaces, as set out in the Booking Contract.

Catering Fees: The portion of the Total Fees attributed to the catering for the booking as set out in the Booking Contract.

Total Fees: The total of the fees.

Additional Charges: Any charges in addition to the Total Fees attributable to the Event.

Event Dates: The dates of the event as set out in the Booking Contract.

Event Spaces: The spaces at Wellcome Collection as set out in the Booking Contract.

Visitors: The Client or its guests, employees, servants, agents or contractors.

Minimum Number: The minimum number of event attendees as set out in the Booking Contract.

Premises: The Wellcome Collection building at 183 Euston Road.