

## Terms and conditions of booking:

### 1 General

1.1 This Agreement is in respect of the hire of residential accommodation and/or conference rooms and function facilities at the **Wellcome Trust Conference Centre, The Wellcome Trust Genome Campus, Hinxton, Cambridgeshire CB10 1RQ** (the "Accommodation") and provision of services including food and beverages (the "Services") by Hinxton Hall to the Client as specified.

### 2. Obligations of Wellcome Trust Trading Limited (WTTL)

2.1 Hinxton Hall shall provide the Accommodation and/or the Services on the dates and times as specified in this Agreement and on the attached Event Details Form (together, with this "Agreement") upon the terms and conditions contained herein.

2.2 If due to circumstances beyond the control of Hinxton Hall it is necessary to make any changes in the arrangements relating to the Accommodation and/or Services, Hinxton Hall shall immediately notify the Client thereof and offer alternative Accommodation and/or Services to those originally specified. Where appropriate, the cost to the Client will be adjusted to reflect the change in the Accommodation and/or Services. If Hinxton Hall is unable to offer a satisfactory alternative, then the Client will have the right to terminate the Agreement at no cost to the Client.

2.3 HHL shall not incur any further obligations or liability under this Agreement or otherwise in connection with provision of the Accommodation and/or the Services

### 3. Obligations of the Client

3.1 The Client agrees to accept the hire of Accommodation and/or provision of Services on the dates and times specified in this Agreement.

**The Client shall pay the charges specified within 14 days of receipt of an invoice from Hinxton Hall.**

3.2 The Client shall indemnify Hinxton Hall against any loss or damage to the property of Hinxton Hall and against any injury to any person or persons on the Wellcome Trust Genome Campus caused by the Client, its guests, employees, servants and/or agents.

3.3 The Client shall indemnify and hold harmless Hinxton Hall against loss or damage to the property or valuables of the Client, its guests, employees, servants and/or agents – other than loss or damage resulting from the negligence of Hinxton Hall.

3.4 The Client agrees to confirm to Hinxton Hall the final timings, menus and any special dietary requirements together with final numbers, the rooming list and names of delegates (for security purposes) not later than fourteen days prior to the start date of the event. If Hinxton Hall does not receive this information, Hinxton Hall will decide what it should supply and charge accordingly. Hinxton Hall reserves the right to charge for non-arrivals or reduced numbers pursuant to Clause 5 below.

3.5 The Client agrees not to bring into the Accommodation food or beverages of any kind without prior agreement.

The Client agrees to indemnify Hinxton Hall against all claims for death or personal injury arising from consumption of such food and/or beverages as a breach of this Clause.

### 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 Hinxton Hall at Hinxton, Cambridgeshire. The Client agrees to pay Hinxton Hall 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
6 – 3 months before the first day of the event	25%
3 months - 28 days before the first day of the event	50%
Less than 28 days before the first day of the event	100%

### 5 Additional Costs

Hinxton Hall 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

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

### 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. 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

Wellcome Trust Conference Centre Hinxton Cambridge CB10 1RQ

T +44 (0)1223 495000 F +44 (0)1223 495114 E info@wtconference.org.uk www.wtconference.org.uk

The Wellcome Trust Conference Centre is operated through two companies: Hinxton Hall Limited, a charity registered in England (no. 1048066) and a company registered in England (no. 3062160); and Wellcome Trust Trading Limited, a non-charitable company registered in England (no. 3227027), controlled by the Wellcome Trust. The registered offices of both companies are at 215 Euston Road, London NW1 2BE, UK.

Hinxton Hall cannot accept liability under this Agreement for any acts or omissions as a consequence of force majeure including, but not limited to, an Act of God, weather conditions, fire, flood, industrial disputes, acts of terrorism or other hostilities or any case whatsoever which may arise for reasons beyond its control.

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 Hinxton Hall. 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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