



Wellcome Trust Trading Limited

Terms and Conditions

Terms and conditions of booking:

1 General

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.

2 Obligations of the Supplier

2.1 Subject to clause 5, in consideration of the payment by the Client of the Fees and 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 Commercial Details.

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 Fees and any Additional Charges to the Supplier.

3.2 The Deposit, which shall be 50% of the Total Fees, is payable to the Supplier on the signing of this Agreement and is non-refundable. The Client’s booking will be treated as provisional until the Client has returned a signed copy of this Agreement and the Deposit to the Supplier and the Supplier has confirmed that the booking is agreed. If the Agreement and Deposit are not returned within eight weeks of the Event Dates, the Client’s booking will be cancelled.

3.3 If another client wishes to book the Event Spaces for the same dates before the Client’s booking has been confirmed, the Client will be asked to confirm the booking and pay the Deposit within 48 hours. If the Deposit and signed Agreement are not received within this period, Supplier may cancel the booking without liability to the Client.

3.4 The remaining balance of the Total Fees is payable as follows:

3 months prior to the Event Dates: 25%

1 month prior to the Event Dates: 25%

3.5 Any Additional Charges are payable in full one month before the Event Dates.

3.6 For any events contracted less than six weeks prior to the Event Dates, the Total Fees and any Additional Charges will be payable at the point of booking.

3.7 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. If a credit account is granted, clauses 3.2 to 3.6 shall not apply to the Client’s booking, but the Client agrees to pay any deposit(s) stipulated by the Supplier in the Booking Contract or otherwise sought by the Supplier at any time prior to the Client’s event.

3.8 An invoice for any further charges which are attributable to the event (including in particular for rectification of any damage to the venue) 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.

3.9 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, Supplier will decide what it should supply and charge accordingly. Supplier reserves the right to charge for reduced numbers pursuant to clause 6 below. Client accepts that if final numbers exceed the numbers notified to Supplier 14 days prior to the Event Dates, Supplier shall have no obligation to provide catering for such additional attendees.

Event Spaces at Wellcome Collection

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



www.wellcomecollection.org/eventspaces

The free destination for the incurably curious

Event spaces at Wellcome Collection are operated through Wellcome Trust Trading Limited, a non-charitable trading company registered in England and Wales (no. 3227027), controlled by the Wellcome Trust (a charity registered in England and Wales, no. 210183). The registered offices of both are at 215 Euston Road, London NW1 2BE, UK.



3.10 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.

3.11 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.

3.12 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.

3.13 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 or its guests, employees, servants, agents or contractors (the "Visitors") and for the value to Supplier of any subsequent loss of business or trade or other commercial activity suffered by Supplier.

3.14 The Client hereby undertakes to obtain all necessary consents and licences in connection with its proposed use of the conference rooms and/or facilities and warrants that in using the Services it shall not infringe the rights, including intellectual property rights, of any third party.

3.15 The Client agrees to comply with the terms of the Supplier's PRS Licence (if and as applicable).

3.16 The Client hereby undertakes and agrees 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.

3.17 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 be made available on request) and observe at all times any reasonable restrictions, conditions or directions which the Supplier or Supplier staff impose in relation to any matter concerning the event

3.18 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.

3.19 The Client acknowledges that 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 Supplier to be unsociable and/or inappropriate.

3.20 The event shall terminate at the time stated in the Booking Spaces. An additional charge 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 venue 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 Cancellation by the Client/Reduction in Numbers

5.1 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.

5.2 The Client may not reduce the numbers attending below the Minimum Number. A reduction below the Minimum Number shall be treated as a cancellation by the Client.

5.3 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
More than 6 months before the Event Date	£250 or 10% of Room Hire Fee
Less than 6 to 3 months before the Event Date	25%
Less than 3 months to 28 days before the Event Date	50%
Fewer than 28 days before the Event Date	100% of Room Hire Fee and all Conference Package and Catering Fees

Written notice received by Supplier:	Cancellation fee payable
More than 6 months before the Event Date	£250 or 10% of Room Hire Fee
Less than 6 to 3 months before the Event Date	25%
Less than 3 months to 28 days before the Event Date	50%
Fewer than 28 days before the Event Date	100% of Room Hire Fee and all Conference Package and Catering Fees

5.4 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.

5.5 Notice of a reduction in numbers (provided always that such reduction does not reduce the number below the Minimum Number) must be received by the Supplier no later than 14 days before the Event Date, upon which notice the Supplier will reduce the Conference Package and Catering Fees accordingly and, if such 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 3.8) to the Client within 30 days of the final date of the event. If notice is received by the Supplier after this time or is not received, the Supplier reserves the right to charge the Supplier for the full cost of the Conference Package and Catering Fees as set out in the Booking Contract.

6 Cancellation and termination by the Supplier

6.1 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 10). If Supplier cancels the booking in such circumstances, 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 Supplier may terminate this Agreement in 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.



7 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.

8 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.

9 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.

10 Force Majeure

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 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.

11 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.

12 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.

13 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.

14 Dispute Resolution

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 (a) through discussions between the Supplier's authorised representative and the Client's authorised representative, failing which; (b) through 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.

15 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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