

Venue hire 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 (“**Wellcome**”) to [name of Client] (“**Client**”) at the event spaces detailed in the Booking Contract (“**Event Spaces**”). The contract formed between Wellcome 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 Wellcome.
- 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, Wellcome may cancel the Client’s provisional booking without notice or liability to the Client. If another client wishes to book the Event 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 Wellcome does not receive the signed Agreement within this period, Wellcome may cancel the booking without liability to the Client.
- 1.3 Save for:
- (a) any amendments to Catering Fees under the Agreement, which Wellcome reserves the right to amend in line with any inflationary increases per calendar year; and
 - (b) any amendments agreed in accordance with clause 11.3,

the Total Fees as set out in the Agreement shall remain unchanged for up to 12 months from the date of this Agreement, after which time, Wellcome reserves the right to amend the Total Fees in line with Wellcome’s annual price changes.

2 Wellcome’s obligations

Subject to clause 5, in consideration of the Client paying the Total Fees and any Additional Charges, and the Client complying with its obligations in this Agreement, Wellcome shall provide the Services on the dates and times as specified in the Booking Contract.

3 Client’s obligations

- 3.1 In consideration of the Services being provided under this Agreement, the Client agrees to accept and pay the Total Fees and any Additional Charges notified by Wellcome in accordance with the Agreement.
- 3.2 The first Deposit of 50% of Total Fees, which is invoiced upon the receipt of the signed Booking Contract by Wellcome, is payable to Wellcome within 7 days of the date of invoice.

- 3.3 The second Deposit of the remaining 50% of Total Fees will be invoiced 60 days prior to the Event Date(s) and will be payable to Wellcome no less than 28 days prior to the Event Date(s).
- 3.4 For any Events contracted less than 60 days prior to the Event Date(s), 100% of the Total Fees will be invoiced upon receipt of the signed Booking Contract. The invoice will be payable by the Client within 7 days of the date of the invoice, or, if the date of the invoice falls less than 7 days before the Event Date(s), immediately upon receipt of the invoice.
- 3.5 If payment is not made under clause 3.2, 3.3 or 3.4, Wellcome 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.
- 3.6 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 Event venue). Payment will be due within 30 days of the date of the invoice.
- 3.7 If the Client fails to make payment due under this Agreement by the due date for payment then the Client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.
- 3.8 The Client agrees to confirm to Wellcome 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 Date(s). If Wellcome does not receive this information, it is agreed that Wellcome will decide what it should supply and charge accordingly based on the original Booking Contract.
- 3.9 Wellcome reserves the right to charge for reduced Visitors pursuant to clause 5 below. The Client accepts that if final numbers exceed the numbers previously notified to Wellcome 14 days prior to the Event Date(s), Wellcome shall have no obligation to provide catering for such additional attendees.
- 3.10 The Client agrees not to bring into the Premises food or beverages of any kind without Wellcome's prior written consent. A corkage charge will be made where Wellcome gives the Client permission to consume beverages on the Premises that have not been supplied by Wellcome.
- 3.11 The Client agrees that it shall not use, sell, publish or broadcast any name, brand, logo or images of, or associated with Wellcome, the Wellcome Trust, or of Wellcome Collection, without Wellcome's prior written consent, which shall be at the absolute discretion of Wellcome.
- 3.12 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 Wellcome's prior written consent to do so. It is acknowledged that there are valuable works within the Premises displayed on walls, in display cases and otherwise. The Client agrees to ensure that any stand or other equipment used by the Client leaves adequate space, as agreed with Wellcome staff, to prevent damage.

- 3.13 The Client shall compensate Wellcome for the costs of making good any loss of or damage to Wellcome property and any subsequent loss of business, trade or commercial activity suffered by Wellcome that is negligently or wilfully caused by the Visitors.
- 3.14 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.
- 3.15 The Client agrees to comply with the terms of Wellcome's PRS Licence (if and as applicable).
- 3.16 The Client hereby undertakes and agrees to obtain suitable public liability insurance for a minimum of £10,000,000 (ten million pounds sterling) to insure itself against its liabilities under this Agreement and upon request shall provide Wellcome with evidence in writing that this insurance requirement has been complied with.
- 3.17 The Client shall ensure that neither it nor any of its personnel or Visitors shall behave in a manner that contravenes Wellcome policy, standards or guidelines, including but not limited to Wellcome's Bullying, Harassment and Sexual Harassment Policy and health and safety policies, or any applicable laws and/or regulations, including but not limited to the Bribery Act 2010, the Equality Act 2010 and the Modern Slavery Act 2015. The Client shall ensure that the Visitors observe all reasonable restrictions, conditions and directions imposed by Wellcome 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 Wellcome in accordance with the Final Details Form or as otherwise requested by Wellcome.
- 3.19 The Client acknowledges that Wellcome 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 Wellcome to be unsociable and/or inappropriate.
- 3.20 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 Subject to clause 4.2, the Client agrees to indemnify Wellcome against any claim, losses, damages, costs and expenses made against, paid by or awarded against Wellcome, howsoever arising that are caused directly by:
- (a) the Client;
 - (b) any breach by the Client of any of its obligations under this Agreement;
 - (c) the use of the Premises and Event Spaces by the Client; or
 - (d) the Event itself.

- 4.2 Nothing in the Agreement shall exclude or limit a party's liability for death or personal injury caused by that party's negligence, or for fraudulent misrepresentation. Subject to this clause 4.2, in no event shall the Client or Wellcome be liable for any consequential or indirect loss under the Agreement.
- 4.3 Subject to clause 4.2, the Client agrees and acknowledges that Wellcome, 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 Wellcome, 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 Premises by the Client in advance of the Event; or
 - (c) the Client's breach of a third party's intellectual property rights.

5 Variation or cancellation by the Client

- 5.1 The Client may request to vary the Agreement. Such requests should be sent to Wellcome no less than 28 days before the Event Date(s). Acceptance of any variation in the Event Date(s) is at Wellcome's discretion and must be approved by Wellcome in writing. Any such variation will incur an administrative charge of 20% of the Total Fees (plus VAT). Any variation to the Event Date(s), will not affect the Deposit schedule. For the avoidance of doubt, any Deposit(s) paid before the variation will be retained by Wellcome 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 cancelled by Wellcome and will incur a cancellation fee, pursuant to clause 5.4.
- 5.2 Any request to vary the Event Date(s), which is received by Wellcome less than 28 days prior to the Event shall be treated as a cancellation and will incur a cancellation fee, pursuant to clause 5.4.
- 5.3 The Client may vary the numbers of Visitors up until submission of the Final Details Form which is due no less than 14 days before the Event Date(s), provided such variation is agreed by Wellcome in writing. The Client may not reduce the Visitors attending below the Minimum Number specified in the Booking Contract.

Upon notice of an approved reduction in numbers Wellcome will reduce the Total Fees accordingly and, if such a reduction results in a repayment becoming due to the Client, make such repayment to the Client within 30 days of the final date of the Event. Wellcome shall be entitled to off-set against any Additional Charges incurred by the Client pursuant to clause 3.6, the value of any such repayment.

If notice of a reduction in numbers is received by Wellcome later than 14 days before the Event Date(s) or is not received, Wellcome reserves the right to charge the Client 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 specified in the Booking Contract, the Total Fees will be calculated based on the Minimum Number.

- 5.4 Without affecting the Client's right to terminate the Agreement under clause 5.6, the Client may cancel the booking and terminate the Agreement by notice in writing to Wellcome, subject to the remainder of this clause. In the event of cancellation by the Client, Wellcome shall use reasonable endeavours to re-book the Premises but reserves the right to charge the following cancellation fees plus the full value of any Additional Charges incurred (and the Client will be entitled to off-set against such cancellation fees and Additional Charges, the value of any sums received by Wellcome, including the Deposit):

Cancellation fees:

- (a) 50% of the Total Fees when cancellation notice is received by Wellcome, from the date of the signed Booking Contract up to 90 days before the Event Date;
 - (b) 75% of the Total Fees when cancellation notice is received by Wellcome, between 89 to 28 days before the Event Date; and
 - (c) 100% of the Total Fees when cancellation notice is received by Wellcome, less than 28 days before the Event Date.
- 5.5 Wellcome 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.
- 5.6 The Client may cancel the booking and terminate the Agreement if Wellcome is unable to perform its obligations in connection with the Agreement pursuant to clause 9 (Force Majeure).

6 Cancellation by Wellcome

- 6.1 Without affecting any other right or remedy available to Wellcome, Wellcome may terminate this Agreement on notice in writing with immediate effect if:
- (a) the Client fails to pay any amount due under the Agreement on the due date for payment; or
 - (b) the Client commits a material breach of any term of the Agreement; or
 - (c) the Client suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; is unable to pay its debts as they fall due; enters liquidation or winding up except for the purpose of a bona fide merger acquisition, reconstruction or amalgamation; circumstances arise which entitle a court or a creditor to appoint a receiver, a manager or administrator over the Client or over any or all of the Client's business or which entitle a court to make a winding-up order (except for the purpose of a bona fide merger, acquisition, reconstruction or amalgamation); or the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy; or
 - (d) the Client is engaged in a business or any practices which Wellcome 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; or

(e) the Client is unable to perform its obligations in connection with the Agreement pursuant to clause 9.2; or

(f) if the Premises or any substantial part thereof is closed, or has become unusable, due to a Force Majeure Event, pursuant to clause 9.3.

7 Notices

7.1 Any notice given to a party under or in connection with the Agreement shall be given in writing and sent either by hand, pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business (where the organisation is not a limited company), email (including text in the subject line of the email identifying the contents of the email as a formal notice given under this Agreement). Notices shall be addressed to and sent to the addresses stated in this Agreement. Notice of any proceedings or other documents in any legal action may not be served by way of email.

7.2 Notices sent by hand shall be deemed to have been received on signature of a delivery receipt. Notices sent by pre-paid first-class post or other next working day delivery service shall be deemed to have been received at 9.00am on the second Working Day after posting. Notices sent by email will be deemed to have been received on the Working Day of sending the notice to the correct email address (as provided by the intended recipient party) if sent between 09.00 and 17.00 on a Working Day or on the following Working Day if sent after 17.00.

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

9.1 Neither party shall be liable for any delay or failure in the performance of its obligations under the Agreement for so long and to the extent that such delay or failure results from a Force Majeure Event.

9.2 Subject to clause 9.3, if the period of delay or non-performance due to a Force Majeure Event continues for ten (10) Working Days, the party not affected may terminate the Agreement by giving five (5) Working Days' written notice to the affected party.

9.3 Wellcome 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. If Wellcome cancels the booking in such circumstances, Wellcome will refund any sums already paid by the Client (including any Deposit) 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.

10 Confidentiality and Data Protection

- 10.1 Each party undertakes that it shall not at any time during the Agreement, and for a period of two (2) years after termination of the Agreement, disclose to any person any Confidential Information of the other party except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's Confidential Information:
- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this clause 10;
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - (iii) with the prior written consent of the other party.
- 10.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.
- 10.4 When performing their obligations under this Agreement, both parties agree to comply with all applicable data protection laws relevant to the handling of personal data, and to obtaining all necessary consents. Wellcome will hold and process personal data for the purposes of administering its relationship with the Client and performing its obligations under the Agreement. To learn more about an individual's rights, or the information Wellcome may hold on an individual, please visit: <https://wellcome.org/who-we-are/privacy-and-terms>.

11 Entire agreement

- 11.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2 Each party acknowledges to the other that it has not been induced to enter into this Agreement by any representation, warranty or undertaking by or on behalf of the other party or any other person save for those contained in the Agreement.
- 11.3 No variation of this Agreement shall be effective unless it shall be made in writing and signed by the parties' authorised representatives.

12 Assignment

The Client shall not assign any of its rights under this Agreement except with Wellcome's prior written consent. Any purported assignment in contravention of this clause 12 will be void.

13 Third-party right

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

- 14.1 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 through discussions between Wellcome's authorised representative and the Client's authorised representative, following which, if such discussions do not resolve the dispute, discussions between a director of Wellcome and a director of the Client.
- 14.2 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 2 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.

Definitions

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

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

Confidential Information: the content of the Agreement and any information, in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, suppliers, products, affairs and finances, business proposals of either party for the time being confidential to a party and trade secrets or commercially-sensitive information including technical data and know-how relating to the business of a party, of any member of the group of companies to which the party belongs or of any of their suppliers, customers, agents, distributors, shareholders, management or business contacts and including information that either party receives or obtains in connection with the Agreement, whether or not such information (if in anything other than oral form) is marked confidential.

Deposit: A percentage of the Total Fees paid from the Client to Wellcome in accordance with clause 3.2 or 3.3.

Event: The event for which the Client wishes to hire the Event Spaces, on the Event Date(s), and the details for which are set out in the Final Details Form.

Event Date(s): The date(s) of the Event as set out in the Booking Contract.

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

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

Final Details Form: The form which will be sent by Wellcome to the Client to confirm the final details of the Event which must be returned at least 14 days before the Event Date(s).

Force Majeure Event: any circumstances beyond the reasonable control of either party and which occur after the date of the Booking Contract (or, if earlier, the date on which either party commenced performing its obligations under the Agreement) and whose effects are not capable of being overcome without causing unreasonable expense or loss to the party affected. Force Majeure will include but not be limited to: war and other hostilities, riots, fire, flood, leakage of water, explosion, earthquake or other natural disaster or act of God, civil disturbance, terrorist activity, breakdown of machinery, interruption or failure of utility service, external road or building works, disease epidemic or pandemic, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, quarantines, or any other circumstance beyond a party's reasonable control. A Force Majeure Event will not include any industrial action occurring within the Client's (or any sub-contractor of the Client) organisation.

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

Premises: The Wellcome Collection building at 183 Euston Road.

PRS Licence: Licence to play, in a public space, music by artists registered with PPL PRS Ltd.

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

Total Fees: The total of the Fees.

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

Working Day: A day other than a Saturday, Sunday or public holiday in England when banks in London are closed for business, excluding days nominated by Wellcome on reasonable notice for planned closure of its offices.