

Terms and Conditions

1. DEFINITIONS

1.1. In these Terms and Conditions (“**Conditions**”), the following words shall have the following meanings:

“**Attendee**” means any person, guest, or delegate attending the Event;

“**Booking Contract**” means the booking contract issued by HHL to the Client, as amended or updated from time to time in accordance with these Conditions and, any other annexes to or special conditions in the Booking Contract;

“**Campus**” means the Wellcome Genome Campus and associated facilities, located in Hinxton, Cambridge CB10 1SA;

“**Client**” means the person, organisation, firm or company on whose behalf the Booking Form has been signed, and who is responsible for the Event;

“**Event**” means the purpose for which the Client enters into this Contract with HHL as further described in the Booking Contract;

“**Final Details Form**” means the form sent by HHL to be completed by the Client pre-Event formalising specific Event details such as, catering, room details, AV requirements and transport and logistics. For smaller bookings, HHL will request specific Event details by email.

“**Financial Year**” means 1 October to 30 September;

“**HHL**” means Hinxton Hall Limited, a company registered in England under number 03062160 whose principal place of business is at Wellcome Genome Campus, Hinxton, Cambridge, CB10 1SA; and any entity which controls, is controlled by, or is under common control with Hinxton Hall Limited.

“**Services**” means any facilities, accommodation, meals or services provided by HHL for the Event, as detailed in the Booking Contract.

1.2. These Conditions form part of the agreement detailed in the Booking Contract to which they are attached.

1.3. The Booking Contract, the Conditions and any other annexes to the Booking Contract shall be read and interpreted according to the following descending order of priority: the Booking Contract, any other annexes to the Booking Contract, these Conditions.

1.4. In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.5. In these Conditions, references to “**Clauses**” are references to clauses in these Conditions.

1.6. In these Conditions, references to the Parties are references to the Client and HHL and references to a Party are references to either the Client or HHL where the context so admits.

1.7. The headings in the Conditions do not affect their interpretation.

2. ACCEPTANCE

2.1. The Booking Contract constitutes an offer by HHL to provide the facilities and services described at the price stated in the Booking Contract, and subject to these Conditions. The Booking Contract is deemed to be accepted once signed by both the Client and HHL.

- 2.2. The Booking Contract is between the Client and HHL, not any other person or organisation that the Client books rooms, meals or facilities for. The Client accepts responsibility for paying all charges, including any extra charges, arising under the Booking Contract unless otherwise agreed in writing by HHL. The Client may not transfer their rights or responsibilities under this contract to any other person or organisation.

3. PAYMENTS

- 3.1. All amounts payable by the Client under the Booking Contract are exclusive of amounts in respect of value added tax (VAT) which the Client shall additionally be liable to pay HHL at the prevailing rate (if applicable), subject to receipt of an invoice.
- 3.2. HHL may require a deposit. Such deposit amount shall be a percentage of the total price as stated in the Booking Contract.
- 3.3. The Client must pay the deposit in full by the due date stipulated in the Booking Contract or a deposit invoice. If funds are not received by the due date, HHL reserves the right to cancel the booking and charge the Client the cancellation fee provided in Clause 5.4.
- 3.4. HHL will issue a final invoice for any outstanding balance within 14 days of the completion of the Event. The Client shall pay the final invoice in full within 30 days of the final invoice date.
- 3.5. All payments made by the Client to HHL must be made in pounds sterling via bank transfer unless an alternative payment method is agreed in writing by HHL. HHL reserves the right to pass on any bank charges resulting from exchange of foreign currency.
- 3.6. If the Client fails to make a payment due to HHL under the Contract by the due date, then, without limiting HHL's remedies under clause 11, the Client shall pay interest, at a rate of 8% above the current Bank of England base rate, on the overdue sum from the due date until payment of the overdue sum (whether before or after Judgment).
- 3.7. All amounts due to HHL under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. EVENT DETAILS AND AMENDMENTS

- 4.1. The Client is responsible for providing HHL with the Event title, agenda, details regarding controversial or sensitive topics and list of key speakers as soon as possible and in any event, no later than 14 days before the start of the Event. HHL reserves the right to cancel the Event if, in HHL's opinion, the Event is likely to damage the reputation or goodwill of HHL and/or Wellcome Sanger Institute. If the Event is cancelled in accordance with this clause, HHL reserves the right to charge the Client the cancellation fee provided in clause 5.4.
- 4.2. The Client is directed to review HHL's Conference Centre venue access information via the link <https://www.hinxtonhall.org/your-event/accessibility> to familiarise itself with the accessibility of HHL's premises. The Client is responsible for completing a Personal Emergency Evacuation Plan Questionnaire and returning the same to HHL as soon as possible and no less than 14 days before the start of the Event for any attendees who may require additional accessibility and/or facilities. HHL may charge additional fees in order to meet specific

requirements requested by the Client for an Event and such charges will be confirmed to the Client in writing.

- 4.3. Any alterations (including to the number of attendees) must be confirmed to HHL in writing and HHL shall confirm in writing details of any extra charges for the Services which are agreed, and any items the Client has cancelled but must pay for under clause 5.4.
- 4.4. A Final Details Form must be provided to HHL no later than 14 days prior to the start of the Event. The completed Final Details Form shall form part of the Booking Contract. The Final Details Form must include the final timings, accessibility requirements, menus and any allergen requirements together with final numbers and names of attendees (for security purposes). Without an attendee list, attendees will be refused entry to campus. If the Client fails to provide an adequate Final Details Form, HHL will provide for the Event on the terms agreed in the Booking Contract.
- 4.5. If the Final Details Form includes significant alterations from the Booking Contract, HHL will use its best endeavours to accommodate such alterations but, HHL cannot guarantee that such requests shall be met. Such alterations shall be subject to HHL's approval. Where alterations within the Final Details Form result in amendments to the charges for the Services, HHL shall confirm the price adjustment and/or any cancellation fees under clause 5.4 to the Client in writing in a timely manner.

5. POSTPONEMENT AND CANCELLATION BY THE CLIENT

- 5.1. If the Client wishes to postpone the Event, such request must be sent to HHL in writing no less than 30 days before the start of the Event. For Events held in the Auditorium, a postponement request must be sent to HHL in writing no less than 90 days before the start of the Event. It will be at HHL's discretion whether to agree to such a request and reschedule the Event for a mutually agreed date. If HHL agree to postpone the Event, the new Event date must fall within the same Financial Year as the original Event date. Any postponement may be subject to an additional change fee of not more than 5% of the full value set out in the Booking Contract.
- 5.2. The Event can only postponed by the Client once and any subsequent requests to change to the Event date will result in the Event being cancelled and the Client liable to pay the cancellation fee under clauses 5.3 and 5.4.
- 5.3. If the Client cancels a rescheduled Event within 30 days of a written request to postpone the original Event, the Client shall be liable to pay the cancellation fees under clause 5.4 based on the original Event Date.
- 5.4. The Client may cancel the Booking Contract by notice in writing to HHL. The Client shall be liable to pay charges for the full value of the whole booking (including any additional fees incurred since the Booking Contract was signed) and the level of charge to be applied will depend on the amount of notice the Client provides to HHL, calculated from the table below:

Calendar Days to Event at Time of Cancellation	Percent of Booking Contract Fees Payable
>180 days	25%
180 – 91	40%
90 – 61	50%
60 – 28	75%
27 – 14	90%
< 14 days	100%

5.5. In addition to the cancellation fees in clause 5.4, the Client shall be liable to pay all fees and costs relating to commitments already incurred by HHL in connection with the Event.

5.6. Any sums already received by the Client, including any deposit, under the Booking Contract will be deducted from the fees set out in clauses 5.4 and 5.5.

5.7. For the avoidance of doubt, all sums arising under this clause are exclusive of amounts in respect VAT which the Client shall additionally be liable to pay HHL at the prevailing rate (if applicable), subject to receipt of an invoice.

6. AMENDMENTS AND CANCELLATION BY HHL

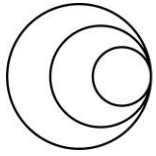
6.1. In the event that HHL needs to make any amendments to the Client's booking for reasons beyond its control (including but not limited to government restrictions and/or industrial action), HHL shall use reasonable efforts to offer alternative Services, which will be, in HHL's opinion, of equal or higher standard to those facilities set out in the Booking Contract. In this case:

- 6.1.1. HHL shall notify the Client as soon as possible and offer alternative Services if possible;
- 6.1.2. Where appropriate, the cost to the Client will be adjusted to reflect the change in the Services;
- 6.1.3. If HHL is unable to offer an alternative, the Client shall have the right to terminate the Booking Contract at no cost to the Client.

6.2. In the event that HHL must cancel all or part of the Event as a result of circumstances beyond its control (including but not limited to labour disputes, public health emergencies, natural disasters and government restrictions which either prevent performance of the Booking Contract in whole or in part, or in the reasonable opinion of HHL result in conditions too unsafe to hold the Event as booked) HHL will promptly notify the Client in writing. HHL shall refund any fees paid by the Client for the affected portion of the Event, minus any fees and costs already incurred by HHL in connection with the Event. HHL shall not have any further liability or be deemed to be in breach of the Booking Contract.

6.3. HHL may cancel the Booking Contract with immediate effect by giving the Client notice in writing if:

- 6.3.1. The Client fails to pay any amount due under the Booking Contract on the due date for payment;
- 6.3.2. The Client commits a material breach of any term of the Booking Contract;



- 6.3.3. The Client takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 6.3.3;
- 6.3.4. The Client suspends or ceases, or threatens to suspend or cease, carrying on business;
- 6.3.5. The Client becomes unable to pay its debts as they fall due.

7. CLIENT OBLIGATIONS

- 7.1. The Client agrees not to bring onto Campus, or into accommodation provided by HHL, any food or beverages of any kind without the prior written consent of HHL. If consent is granted, a corkage charge may be applied.
- 7.2. The Client must purchase any and all catering services through HHL's nominated on-site supplier unless agreed in writing in advance.
- 7.3. The Client agrees that it shall not use, sell, publish or broadcast any name, brand, logo or images of, or associated with HHL, the Wellcome Trust, Wellcome Collection or Connecting Science without HHL's prior written consent.
- 7.4. The Client shall not affix or attach in any way any sign, poster or other material to any interior or exterior surfaces on Campus without HHL's prior written consent.
- 7.5. The Client shall label any equipment or items delivered to HHL prior to the start of the Event and collected from HHL at the end of the Event. Such labels must state the appropriate HHL contact name, the Event, the Event date and the name of the Client. HHL's event organiser can provide a pre-made label if required.
- 7.6. The Client agrees that any equipment and/or parcels provided by the Client or suppliers for the Client must arrive on Campus no sooner than 24hrs prior to the start of the Event and be collected no later than 24hrs after the end of the Event, unless agreed in writing with HHL. The Client shall be liable at all times for all and any equipment and/or parcels provided by the Client or suppliers for the Client. For the avoidance of doubt, HHL accepts no responsibility for equipment and/or parcels provided by the Client or suppliers for the Client.
- 7.7. The Client shall ensure that HHL is provided with copies of insurance documents, public liability and risk assessments for any equipment or items brought to Campus by the Client or suppliers for the Client for the purposes of the Event. Any electrical items must have PAT test certificates and HHL retains the right to refuse entry to Campus if these documents are not provided. HHL reserves the right to request copies of additional information and documentation dependent on the equipment being used for the Event.

- 7.8. The Client agrees to comply with any reasonable requests made by HHL to enable HHL to comply with its licensing, health and safety and other statutory regulations.
- 7.9. The Client must obtain the prior written approval from HHL for any externally organised entertainment, services or activities.
- 7.10. The Client shall, and shall ensure that its attendees, employees, guests, contractors and agents shall, maintain and keep in good condition HHL property and accommodation. The Client shall not dispose of any HHL property other than in accordance with HHL's written instructions.
- 7.11. The Client acknowledges that valuable artwork may be present on Campus and the Client shall not, and shall ensure that attendees, guests, employees, agents or contractors shall not cause any damage to Campus property. The Client shall be liable for any damage caused by an attendee of an Event, the Client, its guests, employees, agents or contractors, to Campus property.
- 7.12. The Client shall not use HHL property otherwise than as authorised by HHL in writing.

8. CAMPUS

- 8.1. HHL reserves the 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 HHL to be unsociable and/or inappropriate. The decision of HHL in these matters is final and no refunds will be issued.
- 8.2. Except for certified assistance dogs, no animals or pets of any kind are allowed on Campus. Anyone bringing a certified assistance dog to Campus must comply with the accessibility policy (which is available on request).
- 8.3. While HHL will use reasonable efforts to provide parking for the Event, the Client acknowledges that no amount of parking is or can be guaranteed on site and is offered on a first come, first served basis.

9. DATA PROTECTION

- 9.1. Each Party shall comply with all applicable laws, legislation (including, without limitation, the Data Protection Act 2018), directives, regulations, codes or best practice from time to time in force.
- 9.2. HHL may be required to process third-party personal data in order to provide the services requested under the Booking Contract, for example when attendees come onto Campus. The Parties agree that with respect to such data, the Client is the Controller and that HHL acts as a Processor under the Data Protection Act 2018.
- 9.3. HHL will retain third party data only as long as necessary to supply the Services under the Booking Contract, and will apply its standard data protection and security measures to such data.
- 9.4. The Client warrants that it will obtain any necessary consents required in relation to the Event.

10. CLIENT'S WARRANTIES AND UNDERTAKINGS

10.1. The Client warrants that it will comply with, and ensure that its attendees, employees, and agents comply with all policy documents available here: <https://www.hinxtonhall.org/about/policies/>, as well as any other requirements notified to the Client by HHL or the Wellcome Genome Campus from time to time, including but not limited to policies relating to health and safety, accessibility, and security.

10.2. The Client undertakes to HHL that the Client will bring to the attention of all attendees, as well as employees, agents, and representatives of the Client, the requirements of these Conditions. The Client shall be responsible for ensuring that such requirements are duly observed by all such attendees, employees, agents, and representatives of the Client.

11. LIABILITY

11.1. Save with respect to death or personal injury caused by HHL's negligence, HHL shall not be liable for any damages, costs, claims, liabilities, expenses, losses (including indirect or consequential loss) and demands arising out of or in connection with the Booking Contract (including any amendments agreed in writing).

11.2. HHL shall not be liable for failure of any system, equipment, or hardware, whether provided by HHL or a third party supplier, outside its reasonable control, including but not limited to utilities, network, server, AV equipment and internet connections.

11.3. HHL shall not be liable for any loss or damage to any property, equipment, and/or personal items left on campus and/or vehicles belonging to the Client, its employees, agents, contractors, suppliers or any of the attendees.

11.4. Save with respect to death or personal injury caused by the Client's negligence, the total liability arising under these Conditions shall be limited to the greater of £10,000 or the total fees paid and payable to HHL by the Client in relation to the Booking Contract.

11.5. The Client shall compensate HHL for any loss or damage to property (including accommodation) that is negligently or wilfully caused by or directly resulting from actions or omissions of attendees, the Client, its guests, employees, agents or contractors.

12. INDEMNITY

12.1. The Client will indemnify and keep HHL fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, direct losses and demands incurred by HHL as a result of the Client's breach of any of the terms, conditions, warranties or undertakings contained in the Booking Contract.

12.2. HHL confirms that it has sufficient and appropriate insurance in place related to the premises.

12.3. The Client undertakes to insure itself against any and all liability under the Booking Contract and HHL has the right to require proof in writing that this insurance requirement has been complied with.

13. PRESERVATION OF RIGHTS

Each right or remedy of HHL under the Booking Contract is in addition and without prejudice to any other right or remedy of HHL, whether under the Booking Contract or at common law or under statute, and in no way limits these other rights.

14. ASSIGNMENT

The Client shall not assign, delegate, sub-contract or otherwise transfer any or all of its rights and obligations under the Booking Contract to any third party without the prior written consent of HHL.

15. SURVIVAL

Any termination of the Booking Contract shall not affect the accrued rights of HHL nor the liabilities and obligations of the Client.

16. WAIVER

Failure on a Party's part at any time to enforce any provision of the Booking Contract shall in no way affect its rights at a later date to require performance of the Booking Contract nor shall a waiver of any breach be taken or held to be a waiver of any subsequent breach of any provision.

17. VARIATION

No amendment or variation to the terms of the Booking Contract shall take effect unless agreed in writing.

18. SEVERANCE

18.1. If any provision of the Booking Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable:

18.1.1. it shall, to the extent required, be severed from the Booking Contract and rendered ineffective as far as possible without modifying the remaining provisions of the Booking Contract, and shall not in any way affect the validity or enforcement of this agreement; and

18.1.2. the Parties shall negotiate in good faith to replace such term with a valid or enforceable term which reflects their original intentions as closely as possible.

19. NOTICES

19.1. Notices under the Booking Contract must be sent by first class post or (with a hard copy confirmation sent that day by post) by e-mail, or by hand, to Wellcome Genome Campus, Hinxton CB10 1RQ or such other address as the addressee may by written notice have directed.

19.2. Notices sent as above shall be deemed to have been received:

19.2.1. on the same business day in the case of hand-delivery, e-mail, or, if not delivered or sent on a business day, on the next business day;

19.2.2. on the second business day following the day of posting in the case of inland first class mail; or

19.2.3. seven business days after the day of posting in the case of air-mail.

20. ENTIRE AGREEMENT

20.1. The Booking Contract contains the whole agreement between the Parties in respect of the subject matter and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into the Booking Contract on the basis of any representation that is not expressly incorporated into this Booking Contract.

20.2. Without limiting the generality of Clause 20.1, neither Party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into the Booking Contract, and a Party's only remedy is for breach of contract. However, nothing in the Booking Contract purports to exclude liability for any fraudulent statement or act.

21. DISPUTE RESOLUTION

21.1. The Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to the Booking Contract promptly through negotiations between representatives of the Client and HHL who have authority to resolve the same. If the dispute is not wholly resolved through such negotiations, the Parties agree to enter into mediation in good faith and in accordance with the CEDR Model Mediation Procedure.

22. EXCLUSION OF THIRD PARTY RIGHTS

22.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Booking Contract and the parties to the Booking Contract do not intend that any term of the Booking Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23. GOVERNING LAW AND JURISDICTION

23.1. The Booking Contract and any dispute or claim arising out of or in conjunction with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.