

Bed and Breakfast Terms and Conditions

1. DEFINITIONS

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

“**Attendee**” means you and any person or guest referenced in the booking information;

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

“**Contract**” means these Conditions and any other special terms and conditions specified in the booking information;

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

“**Services**” means any facilities, accommodation, or services provided by HHL to an Attendee.

“**You**”, “**Your**” means the person making the booking.

1.2. This Contract forms the full agreement between HHL and the You.

1.3. 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.

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

1.5. In these Conditions, references to parties are references to You and HHL and references to the other party are references to either You or HHL where the context so admits.

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

2. ACCEPTANCE

2.1 The information You provide when booking your accommodation constitutes an offer by You to procure a bed and breakfast service from HHL at the price stated, and subject to these Conditions. HHL accepts Your offer and the Contract is final upon Your receipt of confirmation by email.

2.2 If HHL has not received payment within 48 hours of Your booking, it will not be accepted and HHL will not hold the room.

2.3 It is Your responsibility to ensure that the information in the booking is correct.

3. PAYMENT

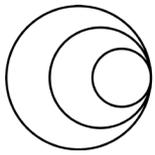
3.1. Unless otherwise agreed, payment must be made online or via the WorldPay link in your confirmation email and must be made by debit or credit card. You will not be able to stay onsite without proof of prior payment.

3.2. Cancellations made within 48 hours of check-in time will be charged at 100% cancellation. If you cancel, your booking prior to this time HHL can offer a full refund. Any refunds payable will be made to the debit or credit card used for the payment.

3.3. Payments must be made in pounds sterling. HHL reserves the right to charge You for any bank charges resulting from exchange of foreign payments, as well as any associated administrative costs.

4. NO COMMISSION

4.1. HHL will not be liable for any commission or agency fee related to this booking under any circumstances.



5. VENUE DETAILS

- 5.1. Only You and any other Attendees noted in the booking information are allowed on Campus during Your stay. Anyone not identified to HHL in the booking may be refused entry to Campus.
- 5.2. No Attendee may bring food or beverages of any kind onto Campus without the prior written consent HHL.
- 5.3. You acknowledge that valuable artwork may be present on Campus and Attendees shall not cause any damage to Campus property.
- 5.4. HHL accepts no responsibility for personal items left on campus more than 24 hours after the end of Your booking.

6. CAMPUS AND HHL PROPERTY

- 6.1. All Attendees will familiarise with and understand these Conditions, the policy documents here: <https://www.hinxttonhall.org/about/policies/> and any other policies or guidance posted or provided to You in connection with Your booking and presence on Campus.
- 6.2. HHL reserves the right to expel any Attendee from Campus and immediately terminate their stay if in HHL's sole discretion, they violate HHL's Code of Conduct or otherwise exhibit poor behaviour or conduct which is unacceptable to HHL, its employees or its other persons on Campus, forthwith. The decision of HHL in these matters is final and no refunds will be issued.
- 6.3. You shall compensate HHL for any loss or damage to property that is negligently or wilfully caused by any Attendee, as well as for subsequent loss of business or trade or other commercial activity suffered by HHL as a result of such loss or damage.
- 6.4. Except for certified assistance dogs, no animals or pets of any kind are allowed on Campus. If You wish to bring a certified assistance dog to Campus, You must contact conference.reception@hinxttonhall.org as early as possible, and at least 14

days prior to your arrival and comply with the all relevant policies as provided to you by HHL.

7. CANCELLATION

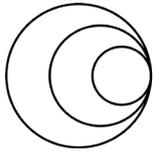
- 7.1. In the unlikely event that HHL must cancel Your booking as a result of circumstances beyond its reasonable control (including without limitation labour disputes, public health emergencies, and natural disasters which either prevent, or in the reasonable opinion of HHL result in conditions too unsafe to proceed with the booking), HHL will refund any monies paid to HHL by You, and shall not have any further liability.

8. ATTENDEE'S WARRANTIES

- 8.1. You warrant that You will comply with, and procure that any additional Attendees comply with, any policies or other requirements on the Hinxtton Hall Conference Centre website or notified to You by HHL or the Wellcome Genome Campus, including but not limited to policies relating to health and safety, accessibility, and security.
- 8.2. You warrant that any Attendees have or will have appropriate travel and medical insurance for the duration of their stay. HHL will not be liable for any medical or any associated costs should any Attendees require hospital or medical attention while attending Campus.

9. LIABILITY

- 9.1. Save with respect to death or personal injury caused by HHL's negligence or fraud, 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 an Attendee's stay on Campus.
- 9.2. HHL shall not be liable for failure of any system, equipment, or hardware outside its reasonable control, including but not limited to utilities, network, mobile signal, server, and internet connections.
- 9.3. HHL shall not be liable for any loss or damage to any property, vehicles or equipment belonging to any Attendee.



9.4. HHL will not be liable for Visa-related costs (e.g. visa application fee or embassy travel costs, etc) under any circumstances. Please note that a refund will not be given to those whose visa application is declined if you inform us less than 48 hours prior to your arrival.

10. INDEMNITY

10.1. You will indemnify and keep HHL fully indemnified in respect of any and all damages, costs, claims, liabilities, expenses, losses (including indirect or consequential loss) and demands incurred by HHL, directly or indirectly as a result of any Attendee's breach of these Conditions.

11. DATA PROTECTION

11.1. HHL will process Your personal data in accordance with our Privacy Policy, available on our website. We will retain Your data only as long as necessary to supply the Services under the Contract, and will apply its standard data protection and security measures to such data.

11.2. Where You provide Personal Data on behalf of someone else, you confirm that you have provided them with the information set out in these Conditions and our Privacy Policy and that you have a lawful basis for providing their information to HHL.

12. PRESERVATION OF RIGHTS

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

13. ASSIGNMENT

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

14. SURVIVAL

Any termination of your booking shall not affect the accrued rights of HHL nor your liabilities and obligations.

15. WAIVER

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

16. VARIATION

No amendment or variation to this Contract shall take effect unless agreed in writing.

17. SEVERANCE

17.1. If any provision of the 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:

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

17.1.2. 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.

18. EXCLUSION OF THIRD PARTY RIGHTS

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

19. GOVERNING LAW AND JURISDICTION

The Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.