

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;
 - "**Campus**" means the Wellcome Genome Campus and associated facilities, located in Hinxton, Cambridge CB10 1RQ;
 - "**Contract**" means the Booking Contract, these Conditions and any other annexes to or special conditions specified in the Booking Contract;
 - "**Client**" means the person, organisation, firm or company on whose behalf the Booking Contract 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;
 - "**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, 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, these Conditions, any other annexes to the Booking Contract.
- 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 parties are references to the Client and HHL and references to the other 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

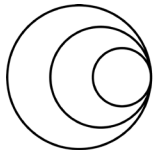
The Booking Contract constitutes an offer by HHL to provide the facilities and services described at the price stated in the Booking Contract, and subject to the terms and conditions contained in the Contract. The Contract is not final until and unless signed by both the Client and HHL.

3. DEPOSIT AND PAYMENT

- 3.1. HHL may issue one or more deposit invoices to the Client upon receipt of a signed Contract, as detailed in the Booking Contract.
- 3.2. The Client must pay each deposit invoice in full within 30 days of the date of the invoice, unless otherwise stipulated in the Booking Contract. If funds are not received within the required timeframe, HHL reserves the right to cancel the booking and charge the Client the cancellation fee provided in Clause 6.6.
- 3.3. Except as in accordance with Clause 6.2, deposit funds are non-refundable.
- 3.4. Payments must be made in pounds sterling. HHL reserves the right to pass on any bank charges resulting from exchange of foreign payments.
- 3.5. Unless expressly stated otherwise, all prices are exclusive of VAT which will be added and must be paid.
- 3.6. HHL will issue a final invoice for the remaining balance within 14 days of the completion of the Event. The Client shall pay the invoice in full within 30 days of the invoice date.
- 3.7. HHL reserves the right to charge interest in accordance with the Late Payments of Commercial Debts (Interest) Act 1998. In the event of payment becoming overdue, interest will accrue at 8% above the current payable Bank base rate for each month that the account remains unpaid.
- 3.8. Unless stipulated in the Booking Contract, payment may be made via bank transfer or credit card.

4. EVENT DETAILS

- 4.1. Any amendments to the arrangements, including number of attendees, must be confirmed to HHL in writing. As the specific details on the booking are established, the value of the booking may increase. From time to time HHL will issue updated quotations, setting out the current value of your booking.



- 4.2. A completed Final Details Form must be provided to HHL at least 10 days prior to the start of the Event. 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.
- 4.3. Final Details Form will 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.
- 4.4. Significant changes in the programme or the expected numbers may result in amendments in the applicable rates and/or facilities offered by HHL. Any such changes will be notified to the Client in a timely manner.
- 4.5. The Client agrees not to bring onto Campus food or beverages of any kind without the prior written consent HHL. A corkage charge may be applied.
- 4.6. 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.
- 4.7. 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.
- 4.8. The Client acknowledges that valuable artwork may be present on Campus and the Client shall not cause any damage to Campus property.
- 4.9. Equipment or items delivered prior to the start of the Event must be labelled correctly with the appropriate HHL contact name, the Event, Event date, and the name of the Client. HHL can provide a pre-made label if required.
- 4.10. Equipment provided by the Client or suppliers for the Client may 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.
- 4.11. HHL accepts no responsibility for personal items left on campus more than 24 hours after the end of the Event.

5. CAMPUS AND HHL PROPERTY

- 5.1. The Client accepts responsibility for ensuring that all attendees are familiar with, and understand these terms and conditions as applicable.
- 5.2. HHL reserves the right to expel from Campus and immediately terminate the stay of any attendees who 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.
- 5.3. The Client hereby agrees to pay all extra charges incurred by any attendee if not paid by that attendee on departure, unless the attendee has a separate signed contract with HHL pertaining to such charges.
- 5.4. The Client acknowledges that HHL must comply with certain licensing, Health and Safety and other statutory regulations and agrees to fulfil all obligations and any reasonable requests by HHL in this respect.
- 5.5. Any external suppliers must provide insurance documents, public liability and risk assessments for any equipment they bring to Campus. Any electrical items must have PAT test certificates and HHL retains the right to refuse entry to Campus if these documents are not provided.
- 5.6. The Client must obtain the prior written approval from HHL for any externally organised entertainment, services or activities.
- 5.7. The Client must purchase any and all catering services through HHL's nominated on-site supplier unless agreed in writing in advance.
- 5.8. HHL Property shall be maintained and kept in good condition by the Client until returned to HHL and shall not be disposed of other than in accordance with HHL's written instructions.
- 5.9. HHL Property shall not be used otherwise than as authorised by HHL in writing.
- 5.10. The Client shall compensate HHL for any loss or damage to property that is negligently or wilfully caused by attendees, the Client, its guests, employees, agents or contractors, 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.
- 5.11. 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).

6. AMENDMENTS OR CANCELLATION

- 6.1. If HHL needs to make any amendments to the Client's booking for reasons beyond its reasonable control, HHL reserves the right to offer alternative facilities, which will be of an equal or higher standard to those facilities booked. 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 a satisfactory alternative, then the Client shall have the right to terminate the Contract at no cost to the Client.

- 6.2. In the unlikely event that HHL must cancel all or part of the booking as a result of circumstances beyond its reasonable control (including without limitation labour disputes, public health emergencies, and natural disasters), HHL will refund any monies paid to HHL by the Client for the affected portion of the Event, and shall not have any further liability or be deemed to be in breach of this Contract. HHL shall promptly notify the Client in writing when such circumstances affect performance under this Contract.
- 6.3. Any cancellation, partial cancellation or postponement by the Client must be made in writing, and will take effect from the date of receipt by HHL.
- 6.4. Any reduction in the duration or contracted value of the booking is subject to cancellation charges as stipulated in Clause 6.6.
- 6.5. The Client hereby acknowledges and agrees that in the event of cancellation of its booking any supplementary quotations form part of the Contract.
- 6.6. If the Client makes changes to the Event, the number of attendees decreases from those originally booked, or the Client cancels the Event, the Client agrees to pay all fees and costs relating to commitments already incurred by HHL. In addition, fees for any services listed in the Booking Contract that are cancelled by the amendment will apply in accordance with the following table:

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

7. CLIENT'S WARRANTIES AND UNDERTAKINGS

- 7.1. The Client warrants that it 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 and obtain any necessary consents required in relation to the Event.
- 7.2. The Client warrants that it will comply with, and ensure that its attendees, employees, and agents comply with, the policy documents here: <https://www.hinxtionhall.org/about/policies/> and any other requirements notified to the Client by HHL or the Wellcome Genome Campus, including but not limited to policies relating to health and safety, accessibility, and security.
- 7.3. 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.
- 7.4. The Client acknowledges that 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.

8. LIABILITY

- 8.1. 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 this Contract.
- 8.2. HHL shall not be liable for failure of any system, equipment, or hardware outside its reasonable control, including but not limited to utilities, network, server, and internet connections.
- 8.3. HHL shall not be liable for any loss or damage to any property, vehicles or equipment belonging to the Client, its employees or any of the attendees.

9. INDEMNITY

- 9.1. The Client 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 (a) as a result of the Client's breach of any of the terms, conditions, warranties or undertakings contained in the Contract; and (b) related to the content or conduct of the Event.
- 9.2. The Client undertakes to insure itself against any and all liability under this Contract and HHL has the right to require proof in writing that this insurance requirement has been complied with.

10. DATA PROTECTION

- 10.1. HHL may be required to process third-party personal data in order to provide the services requested under the 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.
- 10.2. HHL will retain third party 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. PRESERVATION OF RIGHTS

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

12. ASSIGNMENT

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

13. SURVIVAL

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

14. WAIVER

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

15. VARIATION

No amendment or variation to the terms of the Contract shall take effect unless agreed in writing and signed by authorised representatives of each of the parties.

16. SEVERANCE

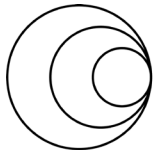
- 16.1. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable:
 - 16.1.1. it shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect the validity or enforcement of this agreement; and
 - 16.1.2. 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.

17. NOTICES

- 17.1. Notices under this 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 the appropriate address set out in the Contract or such other address as the addressee may by written notice have directed.
- 17.2. Notices sent as above shall be deemed to have been received:
 - 17.2.1. 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;
 - 17.2.2. on the second business day following the day of posting in the case of inland first class mail; or
 - 17.2.3. seven business days after the day of posting in the case of air-mail.

18. ENTIRE AGREEMENT

- 18.1. The 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 Contract on the basis of any representation that is not expressly incorporated into this Contract.
- 18.2. Without limiting the generality of Clause 18.1, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into this Contract, and a party's only remedy is for breach of contract. However, nothing in this Contract purports to exclude liability for any fraudulent statement or act.



19. DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract promptly through negotiations between representatives of the Client and HHL who have authority to resolve the same.

20. EXCLUSION OF THIRD PARTY RIGHTS

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and the parties to this Contract do not intend that any term of this 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.

21. GOVERNING LAW AND JURISDICTION

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