

MONDALE IT SOLUTIONS LIMITED

Terms and Conditions of Sale

1. Terms of Business

These conditions supersede all other terms and conditions and shall be deemed incorporated into all contracts made between Mondale IT Solutions Ltd (hereafter referred to as Mondale) and the Exhibitor. No alterations of these terms will be effective unless made in writing and accepted by Mondale.

2. Exhibition Facilities

- (a) Mondale shall use all reasonable endeavours to provide the Exhibitor with the minimum space for a stand type as detailed on the Mondale Booking Form.
- (b) Mondale shall provide the Exhibitor with the following: -
 - (i) a 13amp power source
 - (ii) a suitable display table
 - (iii) a cloth to cover the display table if required

3. Venue

- (a) Mondale shall use all reasonable endeavours to provide venues conducive to the nature of the business being conducted at an exhibition. Mondale however cannot be held responsible for venues proving to be unsuitable or a venue's state of repair.
- (b) Mondale reserves the right to change venues without prior notice to the Exhibitor and undertake to advise the Exhibitor of such changes as soon as is reasonably practicable.
- (c) Mondale reserve the right to alter the start and finishing times of any exhibition from those previously advertised or communicated to the Exhibitor at Mondale's discretion.
- (d) Mondale undertakes to provide appropriate information to the Exhibitor relating to access times, location and parking details for an exhibition. Mondale cannot be held responsible for any errors or omissions in the information provided to the Exhibitor and do not guarantee parking arrangements. Mondale reserves the right to initiate late changes for an exhibition without prior notice to the Exhibitor.
- (e) The Exhibitor undertakes to adhere to the Health and Safety guidelines and instructions laid down by Mondale or a representative from the Venue. The Exhibitor undertakes to provide Mondale with a current Risk Assessment if requested to do so.
- (f) The Exhibitor undertakes to provide adequate Public and Employers Liability insurance in line with current legislation and their risk assessment.

4. Promotion and Attendance

- (a) Mondale shall advertise each exhibition in the form it considers appropriate and does not undertake to guarantee numbers of attendees on any day of an exhibition.
- (b) Mondale shall endeavour to collect the name, position and address of each visitor either online or via a registration form at the entrance to an exhibition. Mondale cannot accept responsibility for missing information and shall not be held responsible for any visitor refusing to provide their name or other details. The data collected will only be made available to the Exhibitor within four working weeks of the close of an exhibition and will be subject to full payment having been received within the payment terms outlined in Clause 5 below and full permission having been given by both the delegate and the host to disclose such data in line with current Data Protection legislation.
- (c) Where a venue has more than one entrance point for visitors to gain access to an exhibition, Mondale reserves the right to cease registering visitors to that exhibition. Mondale cannot accept responsibility for any omissions or errors in any data relating to an exhibition that has been sent to the Exhibitor.

5. Terms of Payment

- (a) Invoices are payable within 14 days of the date of Mondale's invoice. If a booking is taken less than 14 days prior to an exhibition, then payment will be required prior to the exhibition.
- (b) In the event of a payment not being made by the due date, then, without prejudice to any other right or remedy available, Mondale shall be entitled to:
 - (i) Cancel the contract or suspend any further services.
 - (ii) Charge interest (both before and after judgement) on the amount unpaid at the rate of 2.5 per cent per calendar month from the date of invoice until payment in full is made.
- (c) Any goods supplied under these terms shall remain the property of Mondale until full payment has been received.
- (d) Invoice numbers must be quoted on all correspondence.
- (e) Payment should be in pounds sterling and drawn on a mainland British clearing bank.

6. Cancellation by exhibitor

Should a booking be cancelled, the following cancellation charges will apply. All cancellations must be received in writing from the exhibitor and will be deemed to take effect from the date of receipt.

| CANCELLATION CLAUSE | % |
|-----------------------------|------|
| 12 weeks prior to the event | 50% |
| 8 weeks prior to the event | 75% |
| 6 weeks prior to the event | 100% |

7. Force Majeure

Mondale shall not be liable for any delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond its reasonable control nor shall Mondale be liable for any refund of payments made should circumstances such as Terrorism, War, Outbreaks of Communicable Diseases or similar outbreaks, adverse weather or restricted venue access cause any cancellation or delay.

8. Notice

Any notice or permit to be given by either party to the other under these terms shall be in writing addressed to that other party at its normal place of business.

9. Waiver

Any failure by Mondale to exercise any of the rights under these terms shall not constitute or be deemed to be waiver or forfeiture of such rights.