

# 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/Sponsor (hereafter referred to as Client). No alterations of these terms will be effective unless made in writing and accepted by Mondale.

### 2. Face to Face Event Facilities

Mondale shall use all reasonable endeavours to provide the Client with the minimum space or stand type as detailed on the Mondale Booking Form and shall provide a suitable clothed display table and a 13amp power source

### Virtual Event Facilities

Mondale shall use all reasonable endeavours to provide the Client with a dedicated area on a virtual platform with the facility to digitally showcase details regarding their organisation and its products and services.

### 3. Venue

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

### 4. Promotion and Attendance

Mondale shall advertise each event in the form it considers appropriate and does not undertake to guarantee numbers of attendees on any day of an event.

### 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 event, then payment will be required prior to the event.
- (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 client

Should a booking be cancelled, the following cancellation charges will apply.  
All cancellations must be received in writing from the client 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, Infectious 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.