

## TERMS & CONDITIONS

### 1. DESCRIPTION OF PARTIES

The expression 'the Company' shall mean the Meetings Industry Association. The expression 'the Customer' shall mean the customer of the Company.

### 2. GENERAL: GOVERNING TERMS AND CONDITIONS

- 2.1. These terms and conditions apply to all contracts between the Company and the Customer. All orders in whatever terms are accepted by the Company subject to these conditions. No modifications (written or oral) of these conditions shall be effective unless confirmed in writing by an officer of the Company. Previous dealings between the Company and the Customer shall not vary or replace these conditions in any way whatsoever. The signing by the Company of any of the Customers documentation shall not imply any modification or have the effect of modifying these conditions. Acceptance of membership from the Customer shall be conclusive evidence before any Court or Arbitrator that these conditions apply. No contract between the Company and the Customer shall come into existence until an order by the Customer is accepted by the earliest of a) the issue by the company of an order acknowledgement b) the issue of the Company's invoice.
- 2.2. These conditions shall override any other terms or conditions contained in or referred to in any order form or any other documents or correspondence of the Customer. No variation of these conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Company.

### 3. PRICES AND PAYMENT

- 3.1. Unless otherwise specified by the Company in writing the prices payable for membership are those ruling at the date of agreement. Prices are exclusive of any applicable VAT.
- 3.2. All invoices are payable 30 days from the date on which they are issued, unless otherwise agreed in writing by the Company or otherwise stated in the invoice. Time of payment of the price shall be of the essence of the contract. The Customer shall not be entitled to make any deduction from or withhold payment of the invoice price for any reason at all, save where and to the extent that the Company has given written notice setting out terms under which a discount may be offered for early payment and has offered such discounts to the Customer and the Customer has accepted such terms And such offer. Payment may be required by the Company as a precondition of membership. Without prejudice to any other rights of the Company if the Customer fails to make payment by the due date, then the Company shall be entitled to cancel or suspend membership and the Customer shall reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 3.3. In the event of any increase in cost to the Company of labour or overheads or any increase in taxes or duties or any variation of exchange rates, or as a result of any other factors beyond the control of the Company, or any change in circumstance of the Customer, or any delay caused by any instruction of the Customer or failure of the Customer to give the Company adequate information or instructions, the Company may increase the price payable by the Company for membership.

### 4. GENERAL

- 4.1. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- 4.2. No waiver by the Company of any breach of any contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 4.3. If any term of the provision of these conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such terms or provision or part shall to that extent be deemed not to form part of these conditions but the validity and enforceability of these conditions shall not be affected.
- 4.4. The headings in these conditions are for reference purposes only and shall not affect the construction of these conditions
- 4.5. All contracts between the Company and the Customer shall be governed by English law and the Customer submits to the exclusive jurisdiction of English Courts except to the extent that the Company invokes the jurisdiction of the Courts of another Country.