

TERMS & CONDITIONS

In these terms and conditions, the following words shall have the meaning ascribed to them below: 'Public' shall mean and include members of the general public, members of the Society, officers of the Society, exhibitors, their employees, contractors, agents and all other persons attending the Show.

'Exhibitor' shall mean and include any person, business or company or other body making an application for space in accordance with these terms and conditions.

'Society', 'RHS', 'us', 'our' or 'we' means the Royal Horticultural Society and any company or legal entity controlled by or under common control with the Royal Horticultural Society. Unless otherwise stated, the term "RHS" therefore includes RHS Enterprises Limited and RHS Special Events Limited, which are trading companies wholly owned by the Royal Horticultural Society.

'RHS Regulations' means any terms and conditions and regulations of the RHS applicable to the Show, including the Regulations and the Health and Safety Guide for RHS Shows set out in the Flower Show Manual.

Any capitalised words that are used but not defined in these Terms & Conditions shall have the meaning in the Acceptance of Site Contract.

Where the context so admits, references in these terms and conditions to the singular shall include the plural. Where more than one person, business, company or body is understood by the term Exhibitor, any liability imposed on the Exhibitor by these terms and conditions shall be a joint and several liability on those people's businesses, companies and bodies.

Acceptance of entries

The Royal Horticultural Society (RHS) adopts a good faith approach in assessing all applications for space and subsequently in monitoring the conduct and standard of Exhibitors to whom space is allocated. However, whilst every effort is made to allocate space to Exhibitors whom the Society regards as appropriate to the Show, matters may come to the attention of the Society after allocation which we were not aware of at the time space was allocated to the particular Exhibitor, or which have arisen since the time that space was allocated.

Accordingly, after acceptance and up to the Show, the Society reserves the right to cancel or amend any allocation of space if it considers the attendance of an Exhibitor at the Show will be prejudicial to the interests of the Show, the general public, members of the Society or the good name or reputation of the Society. The RHS reserves, without limitation, the right to remove or alter exhibits and to refuse any application for space in its sole discretion and in the event of any such refusal it is not required to give an explanation.

Acceptance of Regulations by Exhibitors

Application for space by the Exhibitor and/or the acceptance of space offered shall mean that the Exhibitor agrees to observe and conform to the RHS Regulations and to abide by the decisions of the Society in connection with the Show. It will be the responsibility of the Exhibitor to ensure that contractors and any third party involved with their exhibit on site comply with these terms and conditions, RHS Regulations, all applicable laws and regulations, and any instructions or directions given to the Exhibitor by the Society or our employees, agents and contractors.

Applications for space

Any person or organisation may apply for space to stage an exhibit at the Show. Applications must be made on the official application form. Forms and Regulations for each section are available from the RHS Shows Department. The return deadlines are printed on the application forms. Applications received after the deadline that are of a sufficiently high standard may be placed on a waiting list. The RHS reserves the right to deny space at the Show to any Exhibitor who has consistently failed to provide a high standard and quality of goods or services sold through the Show, or who has failed to adhere to the RHS regulations. The RHS may at its discretion pass information to other exhibition organisers concerning the conduct of such exhibitors. Exhibitor warrants that all information provided to the RHS in connection with an exhibit at the Show is true and correct, including any

information provided on the application form and any other information that the RHS requires in relation to the exhibit from time to time.

Cancellation of space

Exhibitors who have been allocated space but subsequently find that they are unable to exhibit must notify the Show Manager as soon as possible in writing. Exhibitors who cancel late or who neglect to send any notification may not be allocated space at subsequent RHS Shows. The RHS reserves the right to recover its reasonable expenses when exhibits are cancelled.

Exhibitors' liability & need for insurance

- a) The Exhibitor shall indemnify the RHS from and against any claim, damage, loss or expense suffered or incurred by RHS or any third party in respect of personal injury, damage to property or any loss (whether caused by negligence or not) which may arise out of, in connection with or in consequences of any activities of the Exhibitor in connection with the Show (including any goods or services sold or offered for sale by the Exhibitor), or which may arise from a breach by the Exhibitor, their servants or agents (whether or not in the course of their employment or any of the provisions) of these terms and conditions, provided nothing herein shall impose any liability upon the Exhibitor for any loss, damage or expense to the extent arising out of negligence on the part of the RHS or its servants or agents.
- b) The Exhibitor shall be liable for loss and/or damage to the workplace (which shall include work executed and all material intended for, delivered to a place on or near to the workplace) from any cause whatsoever.
- c) The Exhibitor shall insure their liabilities under clauses (a) and (b) above by the provision of the appropriate insurance below:
 - Public and Product Liability Insurance for a minimum of £5 million. (Variations subject to proof of undertaking.)
 - Employer's Liability Insurance (where the Exhibitor has employees who are paid on PAYE working at the show) A copy of your insurance must be sent in with your Health and Safety Form 1 (to be supplied at a later date).
- d) In connection with clause (c) above, the RHS's Insurers may request details of such insurances.

RHS liabilities

The RHS carries third party insurance cover in respect of any such claim through its liability or negligence during the show including the build-up and breakdown periods.

Show cancellation and force majeure

If the Show is not held, or if the completion of the stand contractor's work is not completed through causes beyond the control of the RHS, then the allocation of space will be deemed to be null and void and a refund will only be made from monies paid direct to the Society. If the Show is partially closed through causes beyond the control of the RHS, no refunds will be made of monies paid directly to the RHS. You are strongly urged to take out insurance to cover the possibility that the Show may be cancelled in accordance with this provision.

Data protection

By submitting an application to exhibit at a Show, the Exhibitor consents to the processing by the RHS and our agents and contractors (including third party service providers) of any personal data provided by the Exhibitor. We will only process that data for the purposes of the Show and to send Exhibitors information about the RHS, including future Shows and events held by the RHS. Personal data submitted to the RHS may be processed or stored outside the European Economic Area ("EEA") by the RHS and our service providers. Any personal data provided to the RHS by an Exhibitor will be processed in accordance with this clause and the RHS Privacy Statement available at <https://www.rhs.org.uk/Privacy>.