

## Potato Council stand, Potato Europe, 7-8 September 2011, Belgium

### Terms and Conditions for co-exhibitors

1. The Potato Council stand at Potato Europe 2011 is being staged by the Potato Council, a division of the Agriculture and Horticulture Development Board (AHDB), of Stoneleigh Park, Kenilworth, Warwickshire CV8 2TL.
2. It is a condition of your application to co-exhibit on the Potato Council stand at Potato Europe 2011 that you irrevocably agree that the following Terms and Conditions will apply to any contract to co-exhibit. Submitting a booking application will signify and be deemed to be acceptance of these Terms and Conditions by you and any other company named by you and included in the stand booking confirmation that AHDB will send to you.
3. If any contract with you relating to the Potato Council stand is amended for any reason, these Terms and Conditions shall apply to the contract as so amended.
4. The postal address for any correspondence relating to your booking is AHDB-Potato Council, Stoneleigh Park, Kenilworth, Warwickshire, CV8 2TL.
5. Thirty per cent (30%) of the total booking fee will be invoiced with or soon after AHDB's acceptance of your application. The final payment (70%) will be invoiced at the end of July. Payments become due for payment immediately upon invoicing and shall be made in sterling. If the 30% payment is not received by 31 July 2011 or the full payment is not received by 31 August 2011, the booking will be cancelled forthwith without reference to you and the space may be reallocated. Subject to availability of space on the Potato Council stand, AHDB may reinstate a cancelled booking upon written application by you provided the outstanding money together with an administration fee of 15% of the booking fee is received within 48 hours of its agreement to reinstate the booking.
6. Stand bookings do not include any accommodation or meals/refreshments (other than stand refreshments for co-exhibitors and stand visitors on the Potato Council stand on event days).
7. Stand places are limited and will be allocated on a first-come-first-served basis. AHDB may decline to accept any booking application without giving reason. No contract will arise until your booking application has been accepted in writing by AHDB.
8. Bookings are for named organisations and are non-transferable.
9. By making this booking you confirm that you for yourself and on behalf of any organisation for whom you are making a booking irrevocably accept these terms and conditions and that you are fully authorised to do so.
10. Any equipment required on your stand in relation to the stand design and build over and above what is provided as part of the stand package must be sourced from the AHDB-appointed stand designers/contractors, Symbiosis Limited. For the avoidance of doubt, this excludes IT equipment personalised to your business.
11. The design of your part of the stand shall be coherent with the rest of the Potato Council stand and shall not compromise restrictions applicable to AHDB.
12. Force Majeure.

If AHDB is delayed in, or prevented from, performing any provision of your booking as a result of Force Majeure, such delay or non-performance shall not constitute cancellation by AHDB, nor will AHDB incur any liability to any person booked to attend, or attending Potato Europe 2011. Force Majeure includes any fire, flood, unavoidable accident, lock out, strike, labour dispute, industrial action of any kind, breakdown of plant or equipment, national calamity or riot, act of God, national mourning, outbreak of disease, the enactment of any act of any legally constituted authority, any cause or event arising out of or attributable to war or

national emergency or any other cause or event (whether or not similar to any of the foregoing) outside the reasonable control of AHDB.

AHDB will have the right at all times to abandon, cancel, curtail, relocate, delay or suspend in whole or in part any contract with you relating to the Potato Council stand as a result of Force Majeure. AHDB will announce any such decision by such means as it decides as soon as reasonably practical and will not have any liability to any person whether or not resulting from negligence by any person in relation to its exercise of its rights under this paragraph **Error! Reference source not found.** including without limitation any liability, costs, expenses, damage or loss (whether direct, indirect, consequential or otherwise) incurred by any person booked to attend, or attending, the event and stand.

13. Cancellation by AHDB

AHDB reserves the right to cancel the Potato Council stand or any individual booking at any time and without giving reason. In the event of any such cancellation before 5pm Friday 26 August 2011 otherwise than as a consequence of Force Majeure, fees paid by you in relation to your booking will be refunded in full. Cancellation thereafter before the close of the event will result in a pro-rata refund based upon the proportion of the services provided. In all cases, no further refunds will be made and no compensation will be payable.

For the avoidance of doubt, AHDB does not accept any other liability consequent upon such cancellation including without limitation any liability, costs, expenses, damage or loss (whether direct, indirect, consequential or otherwise) incurred by any person booked to attend or attending the event, including liability resulting from negligence by AHDB or the appointed stand contractor, Symbiosis Limited, including non-exhaustively costs relating to any accommodation or travel arrangements.

14. Failure of Services.

AHDB will use its reasonable endeavours to ensure supply of services specified in the booking forms but will not incur any liability to any person for any loss, damage, liability, cost or expense, nor shall any person be entitled to any allowance or refund in respect of any sum payable if any such services shall not be provided in whole or in part or shall cease to be available.

15. Cancellation by you:

No request for cancellation will be accepted after 5pm Friday 26 August 2011.

Should you wish to cancel your booking, you must do so in writing to the address in paragraph 4 using a method providing proof of delivery, and the following refund arrangements will apply in respect of the booking or part of the booking being cancelled:

Cancellation received on or before 30 July 2011: 50% refund of payments received less any costs reasonably incurred by AHDB at the time of cancellation

Cancellation received on or after 31 July 2011: No refund will be given.

For the avoidance of doubt, these cancellation provisions apply to cancellation or partial or complete failure to attend due to any circumstances whatsoever, including without limitation, illness, travel disruption, visa problems or refusal of entry to the venue country. As such, you are advised to consider appropriate insurances and attend to any entry requirements in a timely manner.

AHDB will be fully entitled to resell any stand space released through cancellation and this will have no effect on the refund provisions set out above.

The Potato Council stand, content and activities may change without notice or compensation. Any such changes will not give rise to any change in the above arrangements for cancellation by you.

16. AHDB will make all reasonable efforts to accommodate requests to amend bookings, but reserves the right to refuse such amendments. An administration charge of 15% of the total booking fee applicable to the initial or amended booking whichever is the greater will apply together with reimbursement of all costs reasonably incurred in relation to the initial booking and the amended booking.
17. AHDB reserves the right to refuse any person admission onto the stand or any associated activity or event or to remove them at any time as a result of their behaviour or conduct or if in AHDB's reasonable opinion it is necessary or appropriate to do so, without providing a refund or any other compensation.
18. All stand participants agree to comply with any instructions, written or verbal, given for any reason by AHDB or venue staff.
19. Participants attending any part of the event or using any of its facilities must wear their official event pass and may be required to show it to obtain access or use certain of the facilities.
20. Subject to paragraph 21, AHDB will accept no liability for any loss of or damage to persons or property brought into/or left on the stand (unless it is due to AHDB's negligence) or in respect of or arising from anything else outside AHDB's reasonable control.
21. Except in the case of death or personal injury caused by the negligence of AHDB for which the liability of AHDB is unlimited, and except in relation to indirect losses (meaning any indirect or consequential loss including but not limited to loss of profits, loss of revenue, loss of goodwill, loss of custom, loss of business, and loss of reputation, whether foreseeable or unforeseeable) in respect of which AHDB shall have no liability, the liability of AHDB under these Terms and Conditions whether for breach of contract, negligence or otherwise, shall not exceed the relevant organisation's booking fees paid in relation to the Potato Council stand at Potato Europe 2011.
22. These Terms and Conditions are subject to and shall be construed in accordance with the law of England and all persons agree to the exclusive jurisdiction of English courts.
23. The provisions of these Terms and Conditions are severable, and if any provision or part of them is held to be illegal, invalid or unenforceable by any court or other body of competent jurisdiction that will not affect other provisions or, as the case may be, the remainder of the relevant provision.
24. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy (whether provided by law, equity or these Terms and Conditions).
25. None of these Terms and Conditions are intended to confer a benefit on or be enforceable by any third parties under the Contracts (Rights of Third Parties) Act 1999.
26. These Terms and Conditions set out the entire agreement between you and AHDB and supersede any previous agreement or arrangement relating to its subject matter. Any amendment or variation must be agreed in writing.