



## Show Garden Application Form

21-23 May 2010

Company Name:
Contact Name:
Telephone:
Address:
Postcode:
Email:

**We would like to apply for a Show Garden space @ 10m x 10m**

- Our site preference is against the wall       Our site preference is an island site

**The theme and thinking behind the Design Plan is:**

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**Designer:** .....

**Sponsor/s** (if applicable): .....

- I attach an outline plan of the Show Garden**  
(NB. this must be emailed to [info@gardenshowireland.com](mailto:info@gardenshowireland.com) or sent in disc form).



## Terms and Conditions

1. **The Organiser: Project Planning International**
2. Montalto Estate, Spa Road, Ballynahinch, Co.Down, N.Ireland BT24 8PT  
TEL: +44 (0) 28 9756 1993 E-mail: info@gardenshowireland.com
3. **Venue: Garden Show Ireland** (Herein called "Show") shall take place at Hillsborough Castle (Herein called the "show site") over three consecutive days – Friday 21–Sunday 23 May 2010.
4. **Exhibition Timetable:** All exhibits must be open for business during Show opening hours. No dismantling or packing may be started before the show closes on Sunday 23 May 2010. The exhibitor has an obligation to attendees to ensure that these terms are not violated.
5. **Errors:** The Organiser is not responsible for any errors, misspellings etc., in any Show publication, advertising, or in any Show electronic media.
6. **Allocation of Space:** Any stand which in the opinion of the Organiser, is inappropriate, is subject to being altered to comply with the Organiser requirements at the expense of the Exhibitor. No Exhibitor may sub-let or share their allocated space with any other organisation or company without permission from the Organiser. Any Exhibitor wishing to share their stand with any groups other than divisions of their own company must apply in writing to the Organiser with full details of the sharing company. If the Exhibitor decides to cancel by written notice, the Organiser has the right to retain all amounts paid by the Exhibitor based on the schedule of payments of the application/contract for stand space. Deposits and/or payments may be non-refundable. The Organiser reserves the right in the event of unavoidable circumstances to change the layout of the exhibition, or any part thereof without liability to the Exhibitor. Any exhibitor affected by any possible change will be notified.
7. **Exhibit Area:** All aisles and entrance doors will be under the control of the Organiser. Merchandise, displays, signs or other property of the Exhibitor may not extend into the aisles to obstruct the view of other spaces or aisles. The exhibitor and their agents, employees or other representatives may not sell merchandise, give souvenirs or hand out any other literature of any kind anywhere other than in their own exhibit space. The Organiser reserves the right, in its sole discretion to (1) determine the eligibility of Exhibitors and exhibits for the show, (2) reject or prohibit exhibits or Exhibitors which the Organisers consider objectionable, and (3) relocate exhibitors or exhibits when in the Organisers opinion such moves are necessary to maintain the integrity and/or good order of the Show. Exhibitors may not operate sound equipment that might prove disturbing to other exhibitors. The Organisers have the right to determine the acceptable level of sound in all such instances. The Exhibitor may distribute printed matter, souvenirs, or other articles only within their space. Food, beverages or novelty items either sold or given away, must be approved by the Organiser and their catering contractors. Any outside service contracted for by the Exhibitor, not included in this contract must be reviewed and approved by the Organiser. Any property left within the Show confines beyond the specified time will be removed and the Exhibitor will be charged for removal and storage costs.
8. **Payment /Cancellation Charges:** Full payment is required when booking. The following cancellation charges will apply:
  - Cancellation on or before 2 April 2010 – loss of 30% of total value**
  - Cancellation between 3 April and 23 April 2010 – loss of 70% of total value**
  - Cancellation after 23 April 2010 – 100% of total value**

This contract may only be cancelled if written notice, letter or fax is received by the Organiser. In the event the Exhibitor fails to make payment or fails to comply in any respect with the terms of this contract, the Organiser reserves the right to cancel this contract without notice and all rights of the Exhibitor on account hereof will be retained by the Organiser as liquidated damages for breach of the contract and the Organiser may thereupon re-rent said space. Failure to appear at the event does not release the Exhibitor from responsibility for payment of the full cost of the space rented. If an exhibitor fails to occupy the space he has contracted for, by 10:00 am Friday 5<sup>th</sup> June, or fails to comply with the terms of this application/contract, the Organiser has the right to use the space in any manner.
9. **Fees:** The fees paid per this contract represent an agreed measure of compensation for fair value of service rendered by the Organiser. Any sums paid in excess of the above cancellation charges will be refunded by the Organiser. The Organiser shall be entitled to close an exhibit at any time for failure by an Exhibitor or his assignee or any other officers, agents, employees, or other representatives of such Exhibitor or assignee to perform, meet or observe any terms or condition set forth herein and such Exhibitor shall not be entitled to any refund or any part of any fee. Full payment for contracted exhibit space has to be received for the event with the booking form or the said exhibition space shall be released
10. **Refunds:** In the event that of any cause beyond the control of the Organiser and the show or any part thereof is prevented from being held, is cancelled, or exhibit space hereunder becomes unavailable, any refund of exhibit fees to the exhibitor shall be at the absolute discretion of the Organisers. Such refund if given shall be a proportionate share of the balance of the aggregate exhibit fees received which remains after incurring expenses



incurred by the Show and reasonable compensation to the Show, but in no case shall the amount of refund to the Exhibitor exceed the amount of exhibit fee paid. The Exhibitor shall not have any right to an accounting review or audit of the financial records of the show.

- 11. Deliveries:** Deliveries shall be made only at a time specified by the Organisers prior to the Show. The Organiser and the show site are not responsible for any loss or theft of an Exhibitors merchandise or equipment during any period of the Show including set-up/dismantling.
- 12. Fire, Theft, Accident:** The Organiser will maintain security service in the building and/or shall make reasonable efforts to provide security. However, the Organiser shall not be responsible for the safety of the Exhibitor or its property, employees, visitors or customers from theft, disappearance, pilferage, injury or damage by fire, accident or any other cause. The Exhibitor assumes sole liability for any losses resulting from such causes. The Organiser shall not provide insurance for the benefit of the Exhibitor. The Exhibitor agrees to comply with fire regulations promulgated by the show site, which among other regulations, prohibits attachment of any signs or other items to the walls of the building, or to attach signs to the drapery of the stand unless fireproofed.
- 13. Indemnification:** The Exhibitor shall indemnify and hold the Organiser harmless from any damages, losses or liabilities resulting from any claims, demands, suits or other actions based on or arising out of the Exhibitor's occupation or use of exhibition space or its installation, operation or removal of exhibits including but not limited to all claims and demands of exhibitors or any third party including any of, their agents, employees, representatives, customers and guests for injury to person or property (including theft or mysterious disappearance) arising by virtue of any occurrence in the exhibit space or show site or in the period during which the Exhibitor into or out of the Show Site. The Exhibitor shall observe and abide by additional regulations made by the show for the efficient, safe operation or success of the show and such additional regulations shall be at the sole discretion of the Organiser. Any exhibitor who violates the above terms and conditions is subject to being refused further participation in this show or any other show managed by the Organiser.
- 14. Insurance:** The Exhibitor is required to carry their own insurance for the duration of the event.
- 15. Electricity & Plumbing:** Any electrical and/or plumbing requirements should be directed to the appointed Show contractors and are not the responsibility of the Organisers. The Organisers shall not accept liability for any charge for such electrical or plumbing work.
- 16. Amendments:** The Organiser shall have full power to interpret and/or amend these Terms and Conditions which in its discretion shall be in the best interest of the show. The decision of the Organiser must be accepted as final in any dispute between the Exhibitor and any situation not covered by these Terms and Conditions.
- 17. Obligations:** The Exhibitor/Organiser does not guarantee in any way the success of any exhibitor.
- 18. Exclusivity:** The Organiser does not offer exclusivity for any products or services, nor can we guarantee that you will not be placed near a competitor. However, we shall try to accommodate you as best we can.
- 19. Failure to provide Exhibit Space:** The Organiser shall not be responsible for any damage or cause of action resulting from failure to provide a specified exhibit space due to any reason beyond its control or due to its sole or partial negligence. In the event of such a failure to provide a specified exhibit space, the Organiser may, at its option, terminate this Agreement/Contract in its entirety by refunding up to 50% of the total exhibit fee paid by the Exhibitor, thereby releasing the parties hereto from any and all further obligation under this agreement. In the event of a partial or total evacuation of the exhibit space for less than five (5) hours for a cause beyond the control of the Organisers, there shall be no reduction or abatement of the Exhibit fee paid by the Exhibitor. In the event of a partial or total evacuation of the exhibit space for five hours or more, the exhibit fee shall be reduced in proportion to the period of time lost in relation to the total time of the exhibition per the exhibition timetable, up to a maximum reduction of 50% of the total exhibit fee. Notwithstanding any of the foregoing, in no event shall the Organiser's liability to Exhibitor hereunder exceed the total exhibit fee provided per this Application/Contract.

**Please complete and return to the below address by Friday 29 January 2010 at the latest:**

Garden Show Ireland  
Montalto Estate  
Spa  
Ballynahinch  
Co. Down  
BT24 8PT.

**I agree to conform to the rules and regulations of Garden Show Ireland**

Signature:

Date: