

## **The HRC 200 Buyers Club Terms and Conditions**

Should you have any specific questions about the hosted buyer programme terms and conditions, please contact our Buyers Club Director [keterina.albanese@montex.co.uk](mailto:keterina.albanese@montex.co.uk)

### **APPRAISAL**

#### **What does a member of HRC200 receive?**

##### **Pre-event**

- Use of an individually tailored and private diary and meeting tool to find and connect with suppliers pre-show. By connecting in advance, suppliers have the opportunity to personalise their product offering to suit your business needs. Through this tool you can find new and innovative exhibitor products and services and arrange in advance to meet them at the show.

##### **Upon Arrival**

- Complimentary parking
- Fast-track entry
- Complimentary cloakroom

##### **At the Event**

- Primary access to the leading and most innovative suppliers in the market and smaller specialist businesses
- One nights' accommodation
- An exciting, unique and fun evening networking event amongst peers and suppliers
- A business breakfast on day two with a leading name in business and economics talking on the discussing issues that will affect buying decisions in the years to come
- Use of the Buyers Club meeting pods to conduct exhibitor supplier meetings (meetings may also take place on exhibitors/suppliers' stand)
- Access to the exclusive HRC200 lounge with comfortable seating, snacks, refreshments and recharging facilities

##### **Requirements of a HRC Buyer**

- A procurement professional with an annual dedicated purchasing budget in excess of £100,000.
- Commit to at least 8 face-to-face exhibitor meetings over the two days

## 1. Definitions

- Cancellation Fee means the fee that is payable in accordance with clause 5.4, being the amount as set out on the schedule.
- Customer means a person that nominates themselves to be a member of the HRC 200 Buyers Club – either in his/her own right or as an employer of a hosted buyer.
- Exhibition means the Professional Kitchen Show 2019 and the Foodservice Show 2019.
- Exhibitor means a person that has contracted with the Organiser to take stand space at the exhibition.
- Final Cancellation Date means the final date that the Customer may cancel attendance of the hosted buyer without incurring a Cancellation Fee in accordance with clause 5.4, being the date as set out on the Schedule.
- Force Majeure: an event beyond the reasonable control of a party.
- Hosted Buyer or HRC Buyer means an individual for whom the Organiser has accepted an Order and undertaken, either directly or indirectly through a Customer, to provide certain services. Where the sense allows it this also includes a substitute in accordance with clause 4.5.
- Non-Attendance Charge means the amount that will be charged to the Customer under the terms of clause 5.1, being the amount as set out on the Schedule.
- Order means an order placed by a Customer through the online application form.
- Organiser means Fresh Montgomery Ltd (a subsidiary of Fresh Montgomery Ltd), a part of the Exhibitions division.
- Hosted buyers must apply prior to the Exhibition using the software provided by the Organiser and all applications will be accepted or rejected at the organisers sole discretion.
- Pre-Scheduled Appointment means an appointment booked by a hosted buyer with an Exhibitor for a meeting at the Exhibition. Such appointment to be made prior to the Exhibition using the software provided by the Organiser.
- Programme means the individual programme provided to the hosted buyer by the Organiser stipulating the obligations of the hosted buyer with regard to attendance at the Exhibition including Pre-Scheduled Appointments and meals.
- Venue means the venue of the exhibition, the NEC, Birmingham.

*The Schedule forms part of these Terms and Conditions.*

## **2. Application**

2.1 An Order is concluded when the Customer completes the online hosted buyer application form and has ticked the relevant boxes on the form agreeing to be bound by these Terms and Conditions and the Order is accepted by the Organiser (“Acceptance”).

2.2 Acceptance by the Organiser will be acknowledged by email.

2.3 The Organiser may accept or reject an Order, or any part of it, at its absolute discretion. All Orders placed will go through a qualification process to ensure that they meet the criteria of a hosted buyer.

2.4 In the event that the Customer is not the hosted buyer but the hosted buyer’s employer, the Customer undertakes to ensure that the hosted buyer complies with these Terms and Conditions.

## **3. Obligations of the Organiser**

3.1 The Organiser agrees to provide or facilitate the Customer with the services as set out on the Schedule at A, for the benefit of the hosted buyer.

3.2 The Organiser shall not, however, provide the items as set out on the Schedule at B, which are the responsibility of the Customer.

## **4. Obligations of the Customer**

4.1 The Customer shall be responsible for the items covered in clause 3.2.

4.2 The Customer undertakes to ensure that the hosted buyer vacates the relevant hotel room and the Venue as specified by the hotel or the Organiser and shall be responsible for any extra charges if the hosted buyer fails to do so.

4.3 In the event of a cancellation of a hosted buyer by the Customer, the Customer agrees to make best efforts to provide a substitute hosted buyer of a comparable authority, subject to agreement by the Organiser that such substitute is eligible to attend in accordance with the criteria at clause 2.3.

4.4 The hosted buyer can choose to attend the Exhibition for different durations but will be obliged to attend the number of Pre-scheduled Appointments and other events as set out on the Schedule at C.

4.5 It is an obligation of the Customer to ensure that the hosted buyer books and attends Prescheduled Appointments and other events as set out in the Schedule at D.

4.6 By meeting the obligations of the customer, attendance at the Exhibition together with the travel, accommodation and subsistence commitments set out in the Organiser obligations under clause 3 will be completely free of charge.

## **5. Cancellation by the Customer**

5.1 In the event of a Customer not adhering to its obligations under clause 4, the Organiser may charge the appropriate Cancellation Fee (as set out on the Schedule at E) and in that event will send an invoice to the Customer.

5.2 The Organiser reserves the right to review and revoke any Order if either (a) the hosted buyer has not booked Prescheduled Appointments in line with the obligations at clause 4; or (B) any information provided in respect of the hosted buyer is found to be materially untrue or inaccurate.

5.3 If the Customer wishes to cancel an Order such notice must be received in writing, by email (to the address on the Schedule at E) , by the Organiser addressed to the “hosted buyer team” at the Organiser’s address and will be effective when received by the Organiser and such receipt notified to the Customer.

5.4 If the cancellation is notified after the Final Cancellation Date (as specified on the Schedule at E), and subject to clause 5.5, a Cancellation Fee (as set out on the Schedule at E) will be charged to the Customer.

5.5 In the event that a hosted buyer does not attend the Exhibition in line with his/her Programme or is responsible for missing more than two of their Pre-scheduled Appointments in any one day this will be treated as a cancellation.

5.6 If the hosted buyer fails to attend any other mandatory event in their Programme the Organiser reserves the right to charge the Customer the appropriate Cancellation Fee (as set out on the Schedule at E)

5.7 In determining whether or not to levy a charge under this clause 5 the Organiser will in all cases act reasonably and take into account any genuine reason for the failure of the Customer to meet their obligations, including an event of Force Majeure.

5.8 The Customer agrees that the above charges are a reasonable pre-estimate of the loss suffered by the Organiser in the event of the Customer cancelling their or the hosted buyer’s attendance at the Exhibition.

## **6. Limitation of Liability - Customers’ attention is particularly drawn to the provisions of this clause**

6.1 Other than as expressly stated in these Terms and Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

6.2 Nothing in these Terms and Conditions limits or excludes the liability of the Organiser for death or personal injury resulting from negligence.

6.3 The Organiser, its employees or agents shall not be responsible for any loss, theft or damage to the property of the hosted buyer or the Customer. Further, the Organiser its agents and employees will not be liable for any loss or damage or injury to persons or property during the term of the Exhibition from any cause whatsoever by reason of the use or occupancy of the Venue by the hosted buyer.

6.4 Subject to clauses 6.1 and 6.2, the Organiser shall not be liable to the Customer for: (i) loss of profits; or (ii) loss of business; or (iii) depletion of goodwill and/or similar losses; or (iv) loss of anticipated savings; or (v) loss of goods; or (vi) loss of contract; or (vii) loss of use; or (viii) loss of corruption of data or information; or (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses (“Losses”).

6.5 To the fullest extent permitted by law the Customer shall not be entitled to bring a claim and the Organiser shall not be liable to the hosted buyer or to the Customer for any loss or injury whatsoever and howsoever caused that may be incurred by the Customer or the hosted buyer or which is caused by or contributed to by the Organiser’s (or any third party’s) acts omissions breach or negligence arising out of or in connection with the flights including but not limited to refusal by us the pilot or a competent authority to carry the hosted buyer or cancellation delay or disruption of a flight for any reason.

6.6 The Organiser shall not be liable for any Losses arising from the insolvency or failure of any relevant transport provider or hotel used by the hosted buyer.

## **7. Cancellation by the Organiser**

7.1 The Organiser shall have no liability to the Customer or Hosted Buyer if the Organiser cancels, postpones or re-sites the Exhibition, or reduces the planned period for preparation, display or dismantling the Exhibition for any reason.

7.2 In the event that clause 7.1 is applicable the Organiser shall not be liable to the Customer for any direct losses or any Losses (as defined in clause 6.4)

## **8. Other Terms**

8.1 By agreeing to these Terms and Conditions the Customer consents on their own behalf, or on behalf of the hosted buyer, to the hosted buyer’s personal details (name, job title, country, industry and business name and address) (A) being shared with Exhibitors in connection with the hosted buyer’s attendance at the Exhibition (unless the Customer has “opted out” of this option when placing an Order) and (B) being provided to Exhibitors who have been contacted by the hosted buyer to request a Pre-Scheduled Appointment using the software provided by the Organiser.

8.2 The Organiser reserves the right to alter the content of the Programme and/or timings.

8.3 If it appears to the Organiser that the hosted buyer may be engaged in activities which are deemed by the Organiser in its absolute discretion to be contrary to the best interests of the Exhibition, or which appear to the Organiser in its absolute discretion unethical or in breach of any law, the Organiser may exclude or eject any persons from the Exhibition. The Customer will be liable for any liabilities arising thereby, save where the Customer establishes negligence or bad faith by the Organiser and to the fullest extent permitted by law the Organiser will not be liable for any direct or indirect loss, including loss of revenue, loss of goodwill, excess costs or consequential loss suffered by the Customer, its employees, visitors, customers, staff, agents or contractors or by the hosted buyer however so arising resulting from an exclusion under this clause.

8.4 Failure by the Organiser to insist upon strict performance by the Customer of any of these Terms and Conditions shall not operate as a waiver or otherwise release or in any way affect the liability of the Customer under these Terms and Conditions.

8.5 The Organiser shall be under no liability for any failure, delay or omission on its part or resulting from any event of Force Majeure.

8.6 The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to these Terms and Conditions and nothing in these Terms and Conditions shall confer on any third party the right to enforce any provision of them.

8.7 Each party shall procure that its employees, agents and sub-contractors shall at all times act in an ethical business manner and shall not at any time contravene or breach the provisions contained in the Bribery Act 2010 or any legislation relating to anti-bribery. Breach of this clause will be regarded as a material breach of this agreement which cannot be remedied and shall lead to immediate termination.

## **9. Law Applicable**

These Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter will be governed by English Law and subject to the exclusive jurisdiction of the English Courts.

January 2019

Schedule

(A) The services to be provided by the Organiser

- Customer agrees that it will procure that the hosted buyer will read and comply with the terms and conditions available on the relevant transport provider's website. The travel times will be booked to ensure maximum time at the Exhibition. Any costs for travel to and from the exhibition will be the responsibility of the Customer.
- Hosted buyers will have standard hotel accommodation (room and breakfast charges only) in either the Crowne Plaza (NEC) or a hotel within walking distance of the NEC for 1 night on Tuesday 22<sup>nd</sup> January 2019.
- All meals and refreshments scheduled in the Programme.
- Access to the tool enabling the hosted buyer to book Pre-Scheduled Appointments with Exhibitors and (where relevant) apply for Post Event Educational Tours.

(B) The responsibilities of the Customer

- Expenses of all travel (besides car parking for 48 hrs at the NEC) and all meals not taken within the programme or in the "hosted buyer lounge"
- Personal expenses such as mini bar, additional drinks, refreshments, spa treatments, telephone etc.

- Travel insurance
- Upgrades for room

(C) Attendance required (clause 4.6)

- The hosted buyers can choose to attend the Exhibition for different durations but will be obliged to attend eight 15 minute Pre-Scheduled Appointments per day of attendance at the Exhibition if attending for one day and attend eight 15 minute Pre-Scheduled Appointments per day of attendance at the Exhibition if attending for two days.

(D) The obligations of the Customer (clause 4.7)

- Book and attend Pre-Scheduled Appointments in line with their days of attendance at the Exhibition.
- Should the Customer be unable to attend the event, : HRC 200 membership can be cancelled and/or the buyer changed to another relevant person from the same company by the deadline of 8th January 2019, thereafter any cancellations will be invoiced £150 as per the Ts&Cs

(E) Cancellation by the Customer (clause 5)

- If the hosted buyer only has accommodation booked, the cancellation charge will match the cost of accommodation if less than the appropriate Cancellation Fee (See Cancellation Fees below).
- The email address to which notices must be sent is: [Keterina.albanese@montex.co.uk](mailto:Keterina.albanese@montex.co.uk)
- If the cancellation is notified after 7th January 2019 (the Final Cancellation Date), an appropriate Cancellation Fee will be charged to the Customer (See Cancellation Fees below).

**Cancellation Fees:**

For Customers where accommodation has been provided by the Organiser, the fee will be £150

For Customers where accommodation has not been provided by the Organiser, the fee will be £30