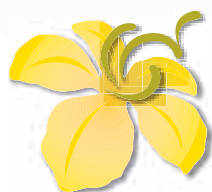


# EXHIBITION REGULATIONS



Royal Flora  
Ratchaphruek  
2006

The International Horticultural Exposition for His Majesty the King  
1 November 2006 - 31 January 2007



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# DEFINITIONS AND INTERPRETATION

## Definitions

### Article 1

In this Exhibition Regulations (as hereinafter defined), the following words and expressions shall have the following meanings:

**AIPH** means the International Association of Horticultural Producers;

**AIPH Regulations** means the regulations of the International Association of Horticultural Producers which are in effect during the period on which the status of Thailand as a member of AIPH remains valid;

**BIE** means the International Bureau of Exhibition;

**BIE Convention** means the Paris Convention on International Exhibitions of 22 November 1928 and the amendments related thereto to which Thailand become the party in 1993;

**Commissioner** means Commissioner of Royal Flora Ratchaphruek 2006 appointed by the Government of Thailand pursuant to Article 4 of these Exhibition Regulations and Commissioner representing countries which participate in Royal Flora Ratchaphruek 2006;

**Corporate Gardens** means the domestic outdoor gardens organized and maintained by Thai persons either natural or juristic persons at the specific area and throughout the exhibition period of Royal Flora Ratchaphruek 2006;

**Exhibitors** means all natural or juristic persons either Thai or foreigners who have entered into the agreement for participating in Royal Flora Ratchaphruek 2006 with the Organizer;

**Exhibited Products** means all kinds of plants whether dead or alive, parts of plants, seeds, and things brought into the Exhibition Site for purpose of exhibition or competition by Exhibitors;

**Exhibition Regulations** means the regulations for the preparation, management and other acts necessary for the organisation of Royal Flora Ratchaphruek 2006 and the Indoor Exhibition Regulations, Outdoor Garden Exhibition Regulations and any other regulations issued by the Organizer in connection with Royal Flora Ratchaphruek 2006, including any amendment relating thereto, for which the Exhibitors both Thai and foreign nationals and the service partners shall comply with;

**Exhibition Site** means the area of 80 ha located in Chiang Mai, Thailand, for organizing Royal Flora Ratchaphruek 2006.

**Indoor Exhibition** means the exhibitions of all kinds of plants including rare species and all kinds of products made from plants to be shown in the temporary and permanent buildings;

**Indoor Exhibition Regulations** means the regulations executed by the Organizer under and in connection with the Exhibition Regulations which apply to the organisation, management and Exhibitors of the Indoor Exhibition only, provided always that the Organizer may amend these Indoor Exhibition Regulations from time to time;

**International Gardens** means the outdoor gardens organized and maintained by persons either natural or juristic persons from countries invited by the Government of Thailand or the Organizer, at the specific area and throughout the exhibition period of Royal Flora Ratchaphruek 2006;

**Materials** means soils, local potting substances;

**Organizer** means the Department of Agriculture, Ministry of Agriculture and Cooperatives and the private entity appointed by the Department of Agriculture to prepare and organize the Royal Flora Ratchaphruek 2006;

**Outdoor Garden Exhibition** means the garden to be shown outdoor throughout the Exhibition Site comprising of International Gardens and Corporate Gardens;

**Outdoor Garden Exhibition Regulations** means the regulations executed by the Organizer under and in connection with the Exhibition Regulations which apply to the organisation, management and Exhibitors of the Outdoor Garden Exhibition only provided always that the Organizer may amend these Outdoor Garden Exhibition Regulations from time to time;

**Permanent Indoor Exhibition** means the indoor gardens organized and maintained by foreign exhibitors invited by the Government of Thailand or the Organizer, at a designated area in buildings and throughout the exhibition period of Royal Flora Ratchaphruek 2006;

**Project Management Office** means the private organisation appointed by the Organizer pursuant to the Agreement for the Organisation of Royal Flora Ratchaphruek 2006 no. 26/2548 dated 21 February 2005 to act as the implementation agency for the Organizer in organizing Royal Flora Ratchaphruek 2006;

**Raw Space** means the empty space in the Indoor Exhibition provided by the Organizer to each Exhibitor in which each Exhibitor shall be responsible for the decoration and management of such space throughout the period of the relevant Indoor Exhibition;

**Royal Flora Ratchaphruek 2006** means the international horticultural exposition to be presented in Chiang Mai, Thailand from 1st November 2006 to 31st January 2007; and

**Royal Flora Ratchaphruek 2006 Judging Committee** means the committee appointed pursuant to Article 100 of these Exhibition Regulations.

**Semi-decorated Space** means the space in the Indoor Exhibition provided, decorated and managed by the Organizer to the Exhibitors for their jointly use;

**Temporary Indoor Exhibition** means the revolving exhibitions of horticulture products namely flowers, ornamental plants, vegetables, fruits, mushrooms and herbs to be shown in buildings for a short period during Royal Flora Ratchaphruek 2006;

**Utilities** means water, grey water, electricity access and electricity outlets (excluding electricity consumption) used for the exhibition purposes only;

## Interpretation



### Article 2

The interpretation of these Exhibition Regulations shall be made pursuant to the provisions of International Horticultural Exhibitions Questionnaire dated 23 September 2005 and the Amendment dated 26 September 2005 and the BIE Convention and the AIPH Regulations related hereto.

Where there is any matter which is not governed by the Exhibition Regulations, Indoor Exhibition Regulation, Outdoor Garden Exhibition Regulations or any other regulations issued and implemented in relating to Royal Flora Ratchaphruek 2006, such matter shall be decided by the Organizer. The decision of the Organizer shall be final.

# GENERAL PROVISIONS

## Organizer

### Article 3

Royal Flora Ratchaphruek 2006 will take place in Chiangmai from 1 November 2006 to 31 January 2007. The objectives for Royal Flora Ratchaphruek 2006 are as follows:

1. To commemorate the 60th Anniversary (Diamond Jubilee) Celebration of His Majesty the King of Thailand's Accession to the Throne; and His Majesty 80<sup>th</sup> Birthday Anniversary Celebration.
2. To promote participating countries potential in horticultural innovations and technologies.
3. To exchange horticulture knowledge and technology among horticulturists around the world.
4. To promote tourism, economy, society and science development among nations.

Royal Flora Ratchaphruek 2006 is a major international horticultural exhibition (Category A1) within the meaning of the AIPH Regulations.

For the purpose of organisation, execution and management of Royal Flora Ratchaphruek 2006, the Organizer has appointed a private organisation as Project Management Office which will be acting as the implementation agency of the Organizer.

Unless otherwise specified by the Organizer, any communications, correspondence, notices and information shall be delivered to or obtained from the Project Management Office.

## International Convention, Registration and Exhibition Regulations

### Article 4

The BIE Convention and Guidelines on the Implementation of International Horticulture Exhibitions (finally amended version) devised by AIPH will apply to this Royal Flora Ratchaphruek 2006. The texts of these regulations are available for review by related persons at the premises of the Organizer and/or the Project Management Office during normal office hour on Monday to Friday.

The Organizer will recognize the Commissioners appointed by foreign governments.

The following persons have been appointed as Commissioner and Deputy Commissioner for the Government of Thailand:

1. Permanent Secretary of Ministry of Agriculture & Cooperatives  
(Mr. Banphot Hongthong)  
as Commissioner
2. Director General of the Department of Agriculture  
(Mr. Adisak Sreesunpagit)  
as Deputy Commissioner
3. Chief Officer of the Project Management Office  
(Mr. Preecha Sananvatananont)  
as Deputy Commissioner

Royal Flora Ratchaphruek 2006 has been approved as A1 category according to the decision of the AIPH Council in Montreal dated 27 September 2005, and has been approved by the General Assembly of BIE, in Paris dated 1 December 2005.

The Exhibition Regulations, the Indoor Exhibition Regulations and the Outdoor Garden Exhibition Regulations shall be available for review by related persons at the premises of the Organizer and/or the Project Management Office during normal office hours on Monday to Friday.

## Admission



### Article 5

Subject to any specific rules and regulations which may be adopted from time to time by the Organizer, exhibitors in the following classes may be admitted to Royal Flora Ratchaphruek 2006:

- a. government authorities, provinces and municipalities;
- b. the organisation and/or their associations of horticultural products from throughout the world; whose producing and selling of the plants or parts of plants as horticultural products; trees, fruits, flowers, cut flower, cut leaves, potted plants, horticultural seeds, vegetables, mushrooms, herbs, fragrant products and spa products whether dead or alive;
- c. group of members or assembly from Thailand and other countries whose objects are related to horticulture such as botany, gardens, landscape architecture, collection hobbyist, maintenance, recreation and nature conservation;
- d. inter-governmental and/or private scientific institutions and/or research establishment specializing groups in horticulture and botany;
- e. botanical gardens, arboreta, institutions for horticultural and botanical education and government services for urban development and parks upkeep; and
- f. persons, associations, companies and institutions in Thailand and abroad whose object is to grow, produce, process or trade in horticultural products.

The Organizer may admit an Exhibitor who is not belonging to groups (a) to (f) as referred to above, if it considers this to be in the interests of the show. The Exhibitors, referred to in (a) to (f), can decide on a collective entry provided that this occurs within the context of existing umbrella organisations or participating countries.

In a registration form for a collective entry, the applicants should list as far as possible the names of all Exhibitors. In the event of collective entries, an authorised representative must be appointed to represent the entry concerned in relation to the Organizer.

### Article 6

Where any person applying to participate in Royal Flora Ratchaphruek 2006 has been granted an acceptance from the Organizer, such person shall be deemed to be the Exhibitor. It shall be deemed that the Exhibitors have acknowledged, understood and accepted to comply with the Exhibition Regulations.

There is no legal entitlement to admission as an Exhibitor. The Organizer cannot be held liable for any mistake regarding registration or the apportionment of the exhibition area.

## Foreign Exhibits



### Article 7

Foreign nationals intending to participate in Royal Flora Ratchaphruek 2006 must be formally invited by the Government of Thailand or the Organizer and obtain a formal acceptance.

### Article 8

No rent shall be charged for the exhibition area both Indoor Exhibition and Outdoor Garden Exhibition.

The Organizer shall provide all Exhibitors participating in the Indoor Exhibition and Outdoor Garden Exhibition with Materials and Utilities used in their exhibition area. The Exhibitors shall pay for their electricity consumption at cost.

Country entries may be arranged by participation in the International Garden and/or the Permanent Indoor Exhibition and/or the Temporary Indoor Exhibition for all or part of the duration of Royal Flora Ratchaphruek 2006 provided that the exhibits are relevant to the topics of a particular Temporary Indoor Exhibition.

### Article 9

The Exhibited Products must have a close connection with the country exhibiting it (for example, articles having their origin in the territory of, or created by nationals of that country). If permitted by the Organizer, the Exhibitors may use products from other country in their garden exhibition in order to complete the exhibition.

In the event of uncertainty about the origin of the Exhibited Products, the matter is decided by the Commissioner. The decision of the Commissioner shall be final. With the consent of the Organizer, the type, quantity and presentation of the Exhibited Product may be changed.

## Article 10

The quality of the Exhibited Products must comply with the provisions of the Plant Quarantine Act 1964 as amended by the Plant Quarantine Act (No.2) 1999 and must satisfy the stringent exhibition requirements which may reasonably be imposed in respect of an Exhibited Product.

All of the exhibited products shall comply strictly with the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), and subject to the Plants Act 1975 as amended by the Plants Act (No. 2) 1992 and related regulations.

The Organizer is entitled to refuse entries and/or products which do not satisfy these requirements even after they have been entered-and/or to have them removed at the expense of the Exhibitors. The Exhibited Product to be entered must be carefully packed and marked by its class.

## Article 11

The Organizer shall, if requested by the Exhibitors, arrange for the efficient upkeep of the foreign entries at the expense of the Exhibitors.

## Thai Exhibits

### Article 12

No rent shall be charged for the exhibition area both Indoor Exhibition and Outdoor Garden Exhibition.

The Organizer shall provide all Thai Exhibitors participating in the Indoor Exhibition and Outdoor Garden Exhibition with Utilities used in their exhibition area. The Exhibitors shall pay for their consumption at cost.

Their entries may be arranged by participation in the Corporate Garden and/or the Indoor Exhibition for all or part of the duration of Royal Flora Ratchaphruek 2006 provided that the exhibits are relevant to the topics of a particular Indoor Exhibition.

### Article 13

The quality of the entry must satisfy the stringent exhibition requirements which may reasonably be imposed in respect of an Exhibited Product. The Organizer is entitled to refuse entries and/or products which do not satisfy these requirements even after they have been entered-and/or to have them removed at the expense of the Exhibitors. The product to be entered must be carefully packed and marked according to kind.

The Exhibited Products must be free of contagious diseases and harmful insects. If the Exhibited Products should nonetheless be suffering from a contagious disease or bee harbouring harmful insects when delivered, the Exhibitors shall be liable to the Organizer and/or third parties for all harmful consequences or damage caused as a result.

## Article 14

The Organizer shall, if requested by the Exhibitors, arrange for the efficient upkeep of the foreign entries at the expense of the Exhibitors.

## Ownership

### Article 15

The Exhibitors shall have the ownership in the Exhibited Products or have the legal rights to exhibit the Exhibited Products. Exhibitors of new products must be the breeder of such products or have been authorized by the latter to exhibit such new products. The exhibition of new products of other plant breeding firms is possible, but must be stated in the registration form.

The labels shall bear the name of the Exhibitors and producers or plant breeder. Where Exhibited Products are bred by the Exhibitors himself, only the name of Exhibitors or breeders will be mentioned in such cases.

## Fitting Out and Upkeep

### Article 16

Unless otherwise agreed, the Exhibitors are obliged to fit out the space in good time and at their own expense. In doing so they should observe the provisions of these Exhibition Regulations.

### Article 17

In addition to the costs of the product to be exhibited, the Exhibitors shall bear the costs of looking after the plants, replacing them in good time.

## Article 18

If the plants are not looked after adequately and/or replaced in time or if the Exhibited Products is not removed from the exhibition in good time, the Organizer shall be entitled to do this or have it done at the expense of the Exhibitors.

## Article 19

The Exhibitors shall be entitled to retract their declaration of participation either in whole or in part, if the Exhibitors are able to prove that they compelled to do so by force majeure.

The Exhibitors shall notify the Organizer and the Commissioner of their country (for foreign Exhibitors only) in writing within three days from the date on which they are aware of such event.

## Vacation



### Article 20

The vacation of the exhibition area should be arranged by and at the expense of the Exhibitors, unless provided otherwise. For Outdoor Exhibition, the vacation period is within 1 month after the Exhibition is over. For Permanent Indoor Exhibition and Temporary Indoor Exhibition, the vacation period is within 15 days and 2 days respectively after it is over. The period for vacation of the space must be strictly observed.

Where the Organizer notify the Exhibitors in writing of the period to vacate and/or remove his exhibition material pursuant to Articles 75 and 94 and the period so notified is shorter than the period specified in the first paragraph of this Article 20, the period specified in the notice shall apply.

## Transportation



### Article 21

Once admitted, guidelines for transportation and delivery of the Exhibited Products shall be delivered to every foreign Exhibitor. Foreign Exhibitors must themselves bear the costs of transportation and delivery of the exhibited plants and any part thereof to Thailand. The Organizer shall provide foreign exhibitors with transportation services for the two-way trip from the national border (customs post, port, airport) to the location of the International Garden or the stand at the Indoor Exhibition.

The Organizer shall not be obliged to provide transportation services for the return leg of the journey for cut flowers and if the exhibited plants on the exhibition stand are sold in Thailand.

### Article 22

The Exhibitors shall use an appropriate transportation and observe the guidelines of the exhibition forwarder provided by the Organizer.

### Article 23

The expense of packaging shall be borne by the Exhibitors.

### Article 24

The formal exhibition forwarders contracted by the Organizer shall be responsible for obtaining customs clearance of the transported products from abroad upon their arrival in Thailand or at the customs clearance office located at the Exhibition Site as the case may be.

### Article 25

The costs of the insurance of the transport from the site of shipment to the Exhibition Site shall be borne by the Exhibitors.

## Customs Provisions



### Article 26

Import duties and exemptions are governed by the relevant provisions of the BIE Convention and AIPH Regulations, which provides for temporary exemption from import duties where the importers are required to present invoices.

### Article 27

The Organizer shall, for convenience purposes, arrange for the customs clearance and phytosanitary service at the Exhibition Site.

### Article 28

The products imported for temporary exhibition shall be exempted from import duties where the products are delivered out of the territory of Thailand as previously agreed. If the products are not delivered out of the territory of Thailand, import duties as required by laws shall be imposed.

## Article 29

The customs authorities should be informed in good time of the disposal of products which have ceased to have any value as a result of being exhibited. Any Exhibitors who fail to do so shall be liable to taxes.

## The Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES) and Plants Quarantine Provisions

### Article 30 (abrogated)

### Article 31

The Organizer shall arrange for plant quarantine services under the Convention on International Trade in Endangered Species of Wild Fauna and Flora to be provided at the Exhibition Site.

## Liability and Insurance

### Article 32

The Organizer shall take insurance for its own property and third parties liabilities for persons within the Exhibition Site.

The Exhibitors should take insurance for damages occurred to property owned by the Exhibitors or to the staff of the Exhibitors or others involved in Royal Flora Ratchaphruek 2006.

Exhibitors or others involved in Royal Flora Ratchaphruek 2006 should have or take adequate liability insurance and be prepared to deliver to the Organizer evidence of such insurance.

### Article 33

Subject to the consent of the Exhibitors, if the Organizer deems appropriate, it shall insure other risks at the expense of the Exhibitors, without this involving the Organizer in any responsibility to pay the insurance premium or compensation for any damages. At the request of the Exhibitors, the insurance may be extended to cover any risks occurred during the transportation to and from the Exhibition Site. The Exhibitors shall, however, be free to have themselves insured if necessary with any insurance companies.

## Article 34

Each country may have its own insurance covering:

- (i) loss or damage either in whole or in part of the Exhibited Products belonging to such country; or
- (ii) material damages (fire, property damages, theft etc.) and/or legal liability (harm, accidents etc) against third parties.

Each country having the insurance covering risks referred to in (i) and (ii) above shall submit to the Commissioner of that country for delivery to the Organizer, a written declaration stating that it:

- a. waives all rights against the Organizer, the staff of the Organizer and the other Exhibitors;
- b. undertakes to indemnify third parties against all damages incurred pursuant to civil law or damages having substantive nature for which its liability is acknowledged.

## Article 35

The Organizer accepts no liability whatever for losses of or damage to the Exhibited Products during shipment and transportation; the Exhibitors are therefore advised to take out a goods-in-transit insurance policy for the Exhibited Products.

## Article 36

Subject to the consultation between AIPH and the Organizer, the Organizer may indemnify for the loss of value of the exhibited plants according to the AIPH Regulations and any other related agreement between AIPH and the Organizer.

## Judging and Awards

### Article 37

Awards will be granted to Exhibitors who join competitions and are eligible for this purpose.

Judging committees will be appointed to award decisions in competitions. Membership of the jury is an honorary post in the horticultural sector; no remuneration is therefore provided for this activity.

### Article 38

Prizes, in money or other kinds as to be determined by the Organizer, shall be awarded for competitions.

## Publicity, Labeling and Name-Plate

### Article 39

The Exhibited Products shall be labeled by the Organizer using the information supplied by the Exhibitors. The Exhibitors shall give the generic and specific botanic names, the name of the variety and the name of the Exhibitors or breeders, as the case may be. The Organizer reserves the right to alter these statements in accordance with the guidelines governing Thai horticultural nomenclature.

### Article 40

Where the name of the Exhibition Products is mentioned free of charge in an exhibition catalogue of the Organizer or in a comparable publication of the Organizer, no claims for compensation can be made against the Organizer in the event of an error in the publication.

### Article 41

Any extra labeling or other advertising at Royal Flora Ratchaphruek 2006 shall be permitted only with the prior approval of the Organizer.

### Article 42

Labeling showing the name and countries of origin of the Exhibitors shall be in a uniform name plate. Any awards which the exhibit has won shall be shown on the name-plate in such a way that the visitors know the grounds on which the award was given. The declaration of the awards should be placed alongside the award winning product or presentation. Awards for the overall presentation and the arrangement of the exhibit shall be mentioned separately.

## Protection of Property and Rights and Plant Breeder's Rights

### Article 43

Copyright shall remain vested in the author, who permits the Organizer to publish all or part of his work before, during or after Royal Flora Ratchaphruek 2006. In this connection, the names of the authors shall always be stated, unless otherwise agreed by the Organizer and the author concerned. The symbols, logos of Royal Flora Ratchaphruek 2006 and logos of BIE are protected under trade mark law and may not be used by Exhibitors or others without the prior written consent of the Organizer and BIE.

### Article 44

Any international and Thailand regulations relating to plant breeder's rights shall remain vested to all Exhibitors.

## Commercial and Promotional Activities

### Article 45

The Exhibitors are entitled to deposit a limited number of pamphlets and promotional material in their exhibition area; the form, content etc. of such pamphlets shall be a matter on which the Organizer decides. The Exhibitors are prohibited from selling or delivering the Exhibited Products directly during the period of Royal Flora Ratchaphruek 2006. However, they are permitted to note

down orders, provided that they do so in an appropriate manner and that the public is not inconvenienced by this. If the Exhibitors fail to comply with this Article, the Organizer shall be authorized, after giving an initial warning, to prohibit the noting of orders for the remainder of the exhibition.

The Organizers of horticulture exhibitions recognized by AIPH may publicize their own events at Royal Flora Ratchaphruek 2006. This publicity shall, however, satisfy the aesthetic standards that apply to a horticultural exhibition and the relevant design should be presented for approval to the Organizer.

### Article 46

With a view to distribution of information, the Exhibitors are entitled to arrange for information area only as part of the official, national stands (stands representing countries, or regions' or communities' stands representing countries) which take up an approximately area of 500 sq.m. Each information area must not exceed 15 per cent of their exhibition area and incorporated in the stand in such a way that it is not visible to the general public.

The design and display of the information area must be in keeping with the aesthetic criteria that apply to a horticultural show; the design of the information area and the way it fits into the stand therefore together with the list of the information to be distributed have to be submitted for approval to the Organizer within the period specified by the Organizer.

## Sponsoring



### Article 47

Subject to certain conditions, Exhibitors may arrange for their event to be sponsored by third parties. The sponsoring requires the prior approval of the Organizer. Sponsors of Exhibitors cannot make any claim to or derive any rights from the sponsorship policy of the Organizer.

## Catalogues



### Article 48

The Organizer shall publish a catalogue of Royal Flora Ratchaphruek 2006, for which the Exhibitors must supply the requisite particulars within the period specified by the Organizer. A supplementary sheet containing information about temporary exhibitions shall be published.

The Organizer accepts no responsibility for late publication or for any errors or spelling mistakes in or defects of this catalogue or the supplementary sheets.

## Admission Tickets



### Article 49

The Organizer shall make available such number of free admission tickets, for a specific period of validity, to the Exhibitors, Exhibitors' staff and others who have to work on the Exhibition Site before, during or after the holding of Royal Flora Ratchaphruek 2006 as it considers necessary, taking account of the size and duration of Royal Flora Ratchaphruek 2006.

## Other Provisions



### Article 50

The Organizer is entitled to, on the ground of force majeure or unforeseeable circumstances, cancel all or part of Royal Flora Ratchaphruek 2006, move part of it or limit the period in which it is open. These decisions may be taken with the consent of the Commissioner in consultation with BIE. The Exhibitors shall be immediately notified of any such decision.

### Article 51

The Organizer shall not be liable for any circumstances whatsoever happened as the result of force majeure or unforeseeable circumstances.

As the result of force majeure or unforeseeable circumstances, the Organizer shall, in any cases, not be liable or responsible for any costs or damages occurred to the Exhibitors in relation to the preparation to participate in Royal Flora Ratchaphruek 2006.

### Article 52

The interpretation of the various sets of the Exhibition Regulations is one of the powers of the Commissioner. The Commissioner recognizes the exclusive and complete competence of BIE in matters concerning the correct application of the BIE Convention.

### Article 53

In the event of a dispute between the Organizer and the Exhibitors, it shall be referred to BIE for a decision in case of competence of BIE, and to arbitration rules of Thailand in all other cases.

### Article 54

Where any provision of the Exhibition Regulations in English version is in contrary to the Thai version, the provision of the Thai version shall prevail.

In the event of a breach and/or an infringement of the Exhibition Regulations, the Organizer shall be empowered to bar the offender from the show or to deprive him of his right to participate,

temporarily or permanently. In such a case the Organizer shall not be obliged to pay any compensation, without prejudice to its right to recover compensation from the offender.

### Article 55

All agreements, undertakings and special arrangements made or given orally shall apply only after written confirmation by the Organizer.

# PROVISIONS CONCERNING OUTDOOR GARDEN EXHIBITION

## Time and Organisation

### Article 56

The outdoor presentations of countries, organisations and/or firms shall take place during the period in which Royal Flora Ratchaphruek 2006 is open. The Organizer, if it deems appropriate, may appoint any person to be responsible for the organisation and the management of the Outdoor Garden Exhibition. The person appointed by the Organizer shall organize and manage the Outdoor Garden Exhibition under the supervision or approval of the Organizer and shall report the Organizer of all matters related to the organisation and management of the Outdoor Garden Exhibition.

The person so appointed may request the Organizer to issue the Outdoor Garden Exhibition Regulations which shall be applied to Exhibitors of the Outdoor Garden Exhibition, provided always that the Outdoor Garden Exhibition Regulations shall be in consistent with the Exhibition Regulations. Where any provision of the Outdoor Garden Exhibition Regulations is in contrary to the Exhibition Regulations, the provision of the Exhibition Regulations shall prevail.

The Organizer may delegate all or part of its duties and responsibilities under these Exhibition Regulations to the person appointed under the first paragraph of this Article 56.

### Article 57

The competitions of the Outdoor Garden Exhibition shall take place at a time and place to be determined by the Organizer.

## Participation

### Article 58

Thai Exhibitors and foreign Exhibitors shall comply with Article 5 and Article 13 of these Exhibition Regulations respectively.

Thai Exhibitors who intend to register shall obtain the registration form at the office of the Organizer.

### Article 59

In the registration forms, the Exhibitors shall provide the information or documentation as prescribed by the Organizer.

### Article 60

The persons applying to participate in the Outdoor Garden Exhibition shall submit the design of and materials used for their exhibition to the Organizer within the period specified by the Organizer for approval.

### Article 61

Following the registration and the approval of the design, the Exhibitors shall enter into agreement with the Organizer. If the Exhibitors intend to transfer the right in the garden exhibition to the Organizer or other designated person, the Exhibitors shall notify the Organizer in writing of such intention within the period specified by the Organizer.

### Article 62

The Exhibitors for Corporate Gardens, which are the domestic outdoor gardens of Thai exhibitors shall deliver guarantees amounting to 5,000 Baht (approximately 120 Euro) per square meter within the period specified by the Organizer. If the Exhibitors fail to deliver such guarantees, it shall be deemed that the Exhibitors waive their rights to participate in Royal Flora Ratchaphruek 2006. The Organizer shall then be entitled to transfer the rights to use the exhibition area of such Exhibitors to other persons.

### Article 63

The Exhibitors may organize the exhibition themselves or assign their duties to contractors appointed or recommended by the Organizer.

## Planting and Upkeep

### Article 64

The areas intended for the Outdoor Gardens Exhibition shall be made available by the Organizer pursuant to the following condition:

- a. the area to be delivery shall be raw space;
- b. the Materials and Utilities shall be provided by the Organizer;
- c. connecting points for utilities such as water, electricity shall be provided at site of the exhibition by the organizer; and
- d. the Exhibitors shall be responsible for the construction of the garden exhibition.

The Organizer shall arrange at its expense for the general utilities of the exhibitions.

The following shall be at the expense of the Exhibitors:

- a. the Exhibited Products and the accompanying auxiliary materials;
- b. the arrangement of the exhibition of each Exhibitor;
- c. the actual cost of area management such as security and cleaning of the garden exhibition in proportion to the exhibition area and the cost of electricity consumption at the amount actually used;
- d. the upkeep of the exhibit and the timely replacement thereof; and
- e. the removal of all Exhibited Products from the Exhibition Site within one month after the Exhibition is over.

### Article 65

The Exhibitors shall maintain their garden exhibitions at the good condition at all times throughout the period of Royal Flora Ratchaphruek 2006.

### Article 66

The Exhibitors shall plant and tend their plants at their own expense. If necessary, the Organizer will be prepared to undertake this other upkeep wholly or partly in consideration of prices quoted in advance for each category of work and each occasion on which it is performed.

If the Exhibitors who have instructed the Organizer to be responsible for keeping their entry in good condition and the Organizer agreed to perform fail to make payment referred to above, the Organizer reserves the right to carry out the requisite upkeep at the expense of the Exhibitors after giving them one warning.

The Organizer is obliged to keep the other parts of the Exhibition Site in a condition appropriate to the show.

### Article 67

If the Exhibitors wish to take special measures for the planting and upkeep and for the delivery of building and work materials and objects for the fitting out of the entry, such special requirements shall be referred to in the agreement entered into between the Exhibitors and the Organizer. The expense of carrying out these special requirements shall be borne solely by the Exhibitors.

### Article 68

Although the Organizer has approved the construction plan of the garden exhibition, if the plant cover contains open areas which, in the opinion of the Organizer, detract from the overall visual

effect of the exhibit, the Organizer shall be entitled to intervene after informing the Exhibitors of its opinion. In the event of default, the Organizer shall be entitled to supplement the plants of the Exhibitors in an appropriate manner and at the expense of the Exhibitors.

### Article 69

The Organizer shall be entitled to remove (or cause to be removed) from Royal Flora Ratchaphruek 2006 plants which it considers to be diseased. This shall be done at the expense of the Exhibitors.

### Article 70

The Organizer shall provide information and/or organize meetings of Exhibitors by April 2006, before the start of the planting work in order to provide the Exhibitors with information about the competition and for the guidance of the Exhibitors.

## Construction



### Article 71

The Exhibitors shall submit the construction plan of their garden exhibition to the Organizer for approval prior to the execution of the agreement to organize the garden exhibition. The plan shall be deemed to be part of the agreement.

If pavilions or other structures are erected in the Outdoor Garden Exhibition, the construction plan of such pavilions or other structures must be submitted to the Organizer for approval together with the construction plan of the garden exhibition.

If the Exhibitors alter or do not follow the approved construction plan, the Organizer shall notify the Exhibitors to rectify the default within 7 days. If the Exhibitors fail to do so, the Organizer shall remove the said construction at the expenses of the Exhibitors.

### Article 72

The Organizer shall decide on the size of each garden and its position on the Exhibition Site. The decision of the Organizer shall be final.

## Other Provisions regarding Outdoor Garden Exhibition

### Article 73

The materials and plants to be exhibited shall not be the materials or plants which may be endangered or cause any harm or adversely affect to the composition of Royal Flora Ratchaphruek 2006. The Exhibitors shall submit details of such materials and plants together with the construction plan of the garden exhibition to the Organizer for approval.

The Exhibitors are entitled to construct or replace the plants exhibited during the time agreed by the Organizer.

The Exhibitors are entitled to use special type of planting materials after obtaining an approval from the Organizer.

### Article 74

Packaging materials, boxes and other materials shall be taken away by the Exhibitors after they have been emptied and left at the place specified by the Organizer.

Where the Organizer provides rooms for these materials, the Exhibitors shall temporarily store such materials at located exhibition premises.

The storage rooms are provided for convenience purposes only. The Organizer shall not be responsible for any loss or damages occurred to the stored materials.

## Vacation of Exhibition Area

### Article 75

If the Exhibitors expressed their intention to transfer the rights in the garden exhibitions to the Organizer or the other entity designated by the Organizer and the Organizer or such entity confirms the acceptance of the transfer, the Exhibitors and the Organizer/designated entity shall jointly arrange for the completion of the transfer within the period specified by the Organizer.

If the Exhibitors did not intend to transfer the rights in the garden exhibitions to the Organizer or the other entity designated by the Organizer or the Organizer or the said entity refuses to accept the transfer, the Organizer shall notify the Exhibitors in writing of the timeframe for returning the exhibition area. The Exhibitors shall dismantle the garden exhibitions out of the exhibition area, vacate, remove exhibition materials and return the exhibition area to the Organizer at the time specified by the Organizer. All of this shall be done by and at the expense of the Exhibitors.

To dismantle, vacate, and delivery the exhibition area to the Organizer, the Exhibitors shall comply with the exhibition manual to be delivered to the Exhibitors by the Organizer.

# PROVISIONS CONCERNING INDOOR EXHIBITION

## Time, Organisation and Location

### Article 76

The Indoor Exhibitions shall take place during the period in which Royal Flora Ratchaphruek 2006 is open or during part of that period. The Organizer, if it deems appropriate, may appoint any person to be responsible for the organisation and the management of the Indoor Exhibition. The person appointed by the Organizer shall organize and manage the Indoor Exhibition under the supervision or approval of the Organizer and shall report the Organizer of all matters related to the organisation and management of the Indoor Exhibition.

The person so appointed may request the Organizer to issue the Indoor Exhibition Regulations which shall be applied to Exhibitors of the Indoor Exhibition, provided always that the Indoor Exhibition Regulations shall be in consistent with the Exhibition Regulations. Where any provision of the Indoor Exhibition Regulations is in contrary to the Exhibition Regulations, the provision of the Exhibition Regulations shall prevail.

The Organizer may delegate all or part of its duties and responsibilities under these Exhibition Regulations to the person appointed under the first paragraph of this Article 76.

### Article 77

The competitions of the Indoor Exhibition shall take place at a time and place to be determined by the Organizer.

Plants or materials to be presented at any competitions shall be plants or materials specially prepared for competitions only. The Exhibitors shall not use the plants or materials exhibited for the competitions.

### Article 78

The Indoor Exhibition shall take place in the exhibition hall, and possibly in such other buildings as may be designated by the Organizer.

The Organizer may divide space for Indoor Exhibition to be Semi-decorated Space and raw space. The Organizer shall decide the composition of the Semi-decorated Space and raw space.

## Participation

### Article 79

Thai Exhibitors and foreign Exhibitors shall comply with Article 5 and Article 13 of these Exhibition Regulations respectively.

The Organizer may grant pre-emption rights to foreign Exhibitors participating in the International Garden who intend to participate in the Indoor Exhibition. The persons who do not participate in the International Garden will have subordinate rights in participating in the Indoor Exhibition. Any Thai persons either natural or juristic persons intending to participate in the Indoor Exhibition are required to join the process of designated qualifying selection in order to obtain the acceptance to be the Exhibitors,

Thai Exhibitors who intend to register shall obtain the registration form at the Project Management Office.

### Article 80

In the registration forms, the Exhibitors provide the following information or documentation:

- the topics of Indoor Exhibition they wish to take part;
- the required exhibition area;
- the intention to participate in a competition; and
- type of plants and decorative material to be used at their exhibition.

### Article 81

Exhibitors who wish to take part in Indoor Exhibition should register within the period specified by the Organizer.

Where the Exhibitors intend to use raw space for the Indoor Exhibition, the Exhibitors shall submit the construction plan of the garden exhibition to the Organizer for approval within the period specified by the Organizer.

### Article 82

Following the acceptance by the Organizer, the Exhibitors shall enter into agreement for participating in the Indoor Exhibition within the period specified by the Organizer.

## Article 83

The Exhibitors using the Semi-decorated Space for participating in the Indoor Exhibition shall organize their exhibition in the forms and procedures prescribed by the Organizer.

The Exhibitors using the raw space for participating in the Indoor Exhibition may organize the exhibition themselves or assign their duties to contractors appointed or recommended by the Organizer at the expenses of the Exhibitors.

## Planting and Upkeep

### Article 84

The Organizer shall provide and allocate the exhibition area for the Semi-decorated Space of the Indoor Exhibition and shall be responsible for expenses, maintenance and decoration of the exhibited area. The Exhibitors shall deliver the Exhibited Products to the Organizer at the specific time and place.

The areas intended for the Indoor Exhibition shall be made available by the Organizer pursuant to the following condition:

- a. the area to be delivery shall be raw space;
- b. there shall be connecting points for utilities such as water and electricity.

### Article 85

The following shall be at the expense of the Exhibitors:

- a. the Exhibited Products and the accompanying auxiliary materials;
- b. the arrangement of the exhibition of each Exhibitor (Exhibitors using raw space for the Indoor Exhibition only);
- c. the upkeep of the exhibit and the timely replacement thereof; and
- d. the removal of all Exhibited Products from the Exhibition Site.

The Organizer shall arrange at its expense for the general utilities of the Indoor Exhibition.

## Article 86

The Exhibitors shall maintain their garden exhibitions exhibited at the raw space or maintain their plants at the Semi-decorated Space at the good condition at all times throughout the relevant Indoor Exhibition period at their own expense. If necessary, the Organizer will be prepared to undertake this other upkeep wholly or partly in consideration of prices quoted in advance for each category of work and each occasion on which it is performed.

If the Exhibitors who have instructed the Organizer to be responsible for keeping their entry in good condition and the Organizer agreed to perform fail to make payment referred to above, the Organizer reserves the right to carry out the requisite upkeep at the expense of the Exhibitors after giving them one warning.

The Organizer is obliged to keep the other parts of the Exhibition Site in a condition appropriate to the show.

### Article 87

If the Exhibitors wish to take special measures for the planting and upkeep and for the delivery of building and work materials and objects for the fitting out of the entry, such special requirements shall be referred to in the agreement entered into between the Exhibitors and the Organizer. The expense of carrying out these special requirements shall be borne solely by the Exhibitors

### Article 88

Although the Organizer has approved the construction plan of the garden exhibition or does not make any objection to the list of plants to be exhibited, if, in the opinion of the Organizer, the plants to be exhibited in the Semi-decorated Space or raw space detract from the overall visual effect of the exhibit, the Organizer shall be entitled to intervene after informing the Exhibitors of its opinion. In the event of default, the Organizer shall be entitled to supplement the plants of the Exhibitors in an appropriate manner and at the expense of the Exhibitors.

The Organizer shall be entitled to remove (or cause to be removed) from Royal Flora Ratchaphruek 2006 plants which it considers to be diseased. This shall be done at the expense of the Exhibitors.

### Article 89

The Organizer shall provide information and/or organize meetings of Exhibitors at reasonable time before the start of the planting work in order to provide the Exhibitors with information about the competition and for the guidance of the Exhibitors.



## Construction

### Article 90

The contractors appointed by the Exhibitors and the Exhibitors who do their own arrangement shall work in consultation with and on the approval of the Organizer. The Exhibitors organizing their exhibition on raw space are obliged to harmonize the design of their stands with the overall design. Detailed plans for the arrangement of the exhibits shall be submitted to the Organizer for approval within the period specified by the Organizer.

### Article 91

The Exhibitor may construct or replace plants during the time agreed by the Organizer.

### Article 92

Packaging materials, boxes and other materials shall be taken away by the Exhibitors after they have been emptied and left at the place specified by the Organizer.

Where the Organizer provides rooms for these materials, the Exhibitors shall temporarily store such materials at those certain places.

The storage rooms are provided for convenience purposes only. The Organizer shall not be responsible for any loss or damages occurred to the stored materials.

### Article 93

To enable the paths to be completed, the exhibit must be ready within the time specified by the Organizer.

## Vacation of Raw Space

### Article 94

The Exhibitors using raw space for participating in the Permanent Indoor Exhibition shall dismantle the garden exhibitions out of the exhibition area, vacate, remove exhibition materials and return the exhibition area to the Organizer within 15 days whereas the exhibitors participating in the Temporary Indoor Exhibition shall return the exhibition area within 2 days, at the expense of the Exhibitors. If the Exhibitors fail to do so within the designated period, the Organizer shall dismantle the exhibition area at the expense of the Exhibitors.

## Removal of Exhibited Products out of Semi-decorated Space

### Article 95

Each Exhibitor shall receive the Exhibited Products from the Organizer within 2 days or any other extended period at a place specified by the Organizer. If the Exhibitors fail to do so within the specific period, the Organizer shall not be responsible for any loss or damage occurred to the Exhibited Products.

### Article 96

Thai Exhibitors may note down orders for the Exhibited Products presented at the Indoor Exhibition and arrange for the delivery of the said Exhibited Products only after the end of the Indoor Exhibition.

Foreign Exhibitors may note down orders for the Exhibited Products presented at the Indoor Exhibition, but arrange for the delivery of the said products only after the end of the Indoor Exhibition and relevant customs duties and tax have been paid.

### Article 97

Foreign Exhibitors shall receive exhibition manual relating to the customs procedures and phytosanitary.

# PROVISIONS CONCERNING JUDGING AND AWARDS

## Organisation

### Article 98

The Organizer shall inform the Exhibitors in advance of the categories and regulations of competitions for the Outdoor and Indoor Exhibitions.

### Article 99

The holding of competitions and the arrangements for judging the entries and making the awards shall be the responsibility of the Royal Flora Ratchaphruek 2006 Judging Committee.

## Juries

### Article 100

The Organizer shall appoint one or more international Royal Flora Ratchaphruek 2006 Judging Committee for the competition of International Garden or Indoor Exhibition specifically on the topics that the Organizer deems appropriate in consultation with AIPH. The Organizer shall appoint one or more national Royal Flora Ratchaphruek 2006 Judging Committee for the competition of Corporate Garden or other competitions from expertise in each field as the Organizer deems appropriate.

The Jury of Honor consisting of 11 persons shall also be appointed. The Chairman of the Jury of Honor and majority of its members shall not be Thai national.

### Article 101

Royal Flora Ratchaphruek 2006 Judging Committee and Jury of Honor shall be independent from the Organizer.

If Royal Flora Ratchaphruek 2006 Judging Committee or Jury of Honor requires any assistance from the Organizer, the Organizer shall, subject to their capacity, support Royal Flora Ratchaphruek 2006 Judging Committee or Jury of Honor as requested.

### Article 102

The international Royal Flora Ratchaphruek 2006 Judging Committee which has been appointed pursuant to Article 100 may not take part in judging their own entries.

Royal Flora Ratchaphruek 2006 Judging Committee decides by majority voting in a secret ballot. Each member of the committee shall have one vote. Where there is any conflict relating to the result of the competition, the Jury of Honor shall decide. The decision of Jury of Honor shall be final.

### Article 103

Each of Royal Flora Ratchaphruek 2006 Judging Committees shall consist of at least three persons, except for the Royal Flora Ratchaphruek 2006 Judging Committee responsible for judging the temporary shows of the Indoor Exhibition shall consist of at least five persons.

Royal Flora Ratchaphruek 2006 Judging Committee shall meet at least 3 times before making decision for each competition. Royal Flora Ratchaphruek 2006 Judging Committee shall set up the meeting schedule as they deem appropriate.

## Competitions

### Article 104

The Exhibitors who have expressed their intention to participate in a competition/stand may participate in the competition/stand concerned. If the Exhibitors intend to withdraw from the competition, they shall notify the Organizer at least 14 days prior to the date of such competition.

### Article 105

Exhibits at temporary shows held within Royal Flora Ratchaphruek 2006 should be judged separately by Royal Flora Ratchaphruek 2006 Judging Committee of at least five persons who must complete their judging prior to the opening of Royal Flora Ratchaphruek 2006.

## Basis of the Judging

### Article 106

Royal Flora Ratchaphruek 2006 Judging Committee shall not have any duties to check the origins of the plants or materials proposed for each competition. If there is cause to doubt whether an entry is the Exhibitors' own work, the Organizer should be immediately notified of this.

### Article 107

Royal Flora Ratchaphruek 2006 Judging Committee shall prescribe the regulations for the competition and judge the competition in accordance with the prescribed regulations.

Royal Flora Ratchaphruek 2006 Judging Committee shall award decision for each competition of the Indoor Exhibition by considering the qualification of the plants and materials proposed for competition in each round of the Indoor Exhibition. The judging for the competition of International Gardens may be determined at two times or for a period specified by Royal Flora Ratchaphruek 2006 Judging Committee.

## Awards

### Article 108

Royal Flora Ratchaphruek 2006 Judging Committee shall determine the number and value of the award for each competition. The awards may consist of prizes, medals and honorary certificates. In addition, special prizes and honorary prizes may be awarded.



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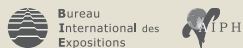
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