

Conditions of entry and competition Rules – Best Soil in Show competition 2019

1. General

1.1 These Conditions of Entry shall constitute the whole of the contract between you, the Competitor, and the James Hutton Institute ('us') with respect to the Best Soil in Show competition.

1.2 Delivery of samples by you to the James Hutton Institute, for competition or for any purpose, shall be deemed to constitute acceptance of these Conditions of Entry. The James Hutton Institute will only accept samples for analysis or other work on the basis of these Conditions of Entry shall apply to the exclusion of any other terms or conditions.

2. Receipt of samples

2.1 We can accept no liability for damage, shortage or loss in transit of samples sent to us.

2.2 It is your responsibility to ensure that all samples are correctly packaged and we will not be liable for any delivery costs in excess of cost of postage provided by us.

2.3 Proof of posting will not be accepted as proof of receipt by the James Hutton Institute.

2.4 Competition entries must be received at the James Hutton Institute by the competition deadline.

3. Results

3.1 Results of analysis will be reported to competition winners at the end of the competition.

3.2 We cannot enter into any protracted correspondence on any reports or analysis provided, or provide advice on the management of soil or crops.

4. Right to refuse to complete analysis of entries

4.1 We have the right to refuse to carry out any tests or provide reports on any samples provided for analysis if we consider that samples have not been correctly collected or packaged, if we consider the samples are hazardous or injurious to health or for any other reason at our sole discretion.

4.2 We have the right to limit sample numbers accepted for competition entry and analysis. In the unlikely event that limits are placed on competition samples they will be judged on a first-come-first-served basis.

5. Limitations and exclusions

5.1 We accept no liability of any kind whatsoever in respect of any loss or damage arising from the entry or its analysis.

5.2 Any competition samples provided by you to us will have no commercial or other value and we will not be liable in any way for the cost of any samples or the cost of obtaining any subsequent samples for any reason whatsoever.

5.3 You warrant that you have the right to obtain the samples that you send to us and you agree as part of these Conditions of Entry to indemnify us against any claims whatsoever arising from services supplied by us in connection with samples provided by you.

5.4 No report or analysis may be reproduced, except in full, without the written approval of the James Hutton Institute.

6. Analytical services

6.1 Whilst every care is taken to ensure that the results from the analysis are as accurate as possible, it is important to note that the analysis relates to the sample received by our laboratory, and is representative only of that sample. No warranty is given by our laboratory that the results from the analysis relate to any part of a field or growing area not covered by the sample received and accordingly our liability in connection with such analysis is hereby executed.

6.2 It is important to ensure that any competition sample sent for analysis is representative of the area requiring analysis, that samples are obtained in accordance with our recommended sampling techniques and that samples are returned in accordance with the instructions supplied by us within 3 days of the collection of samples.

6.3 Samples provided by you will not be returned.

6.4 We reserve the right to use any data obtained from analysis for scientific use at our discretion.

7. Whole agreement and waiver

7.1 If any of these Conditions is held invalid or unenforceable in whole or in part the validity of the remaining Conditions and the remainder of the provision in question shall not be affected.

7.2 No waiver by us of any breach by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

8. Law/jurisdiction

8.1 These Conditions of Entry shall be interpreted and shall operate in all respects in accordance with the laws of Scotland.