

The European Launch of Debutante® Dahlias

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INTRODUCTION

The selection, propagation, production, and marketing of any new plant is a long process. This paper will not cover every detail of the process but will highlight some of the key points and expand them.

Debutante® Dahlias (Debutante® Dahlias is a Registered Trade Mark) is a new range of genetically dwarf, true double-flowered dahlias raised in New Zealand by Dr. Keith Hammett. They are classed as Miniature Decorative by the National Dahlia Society. In New Zealand they are known and raised under the name Baby Dahls. Dr. Hammett first began to collect, raise, and hybridise dahlias in the mid 1960s. He emigrated to New Zealand in 1967 where he worked as a plant pathologist for the New Zealand Department of Scientific and Industrial Research. In 1973 Dr. Hammett acquired a 10-acre property which he has since developed as a plant breeding operation actively working with a wide range of material including *Lathyrus*, *Dahlia*, *Dianthus*, *Petunia*, *Clivia*, *Polyanthus*, *Chrysanthemum*, and *Helianthus*.

The history of Dr. Hammett's dahlia breeding work underlines its quality and depth:

- Bred top level exhibition cultivars, winning top trial ground and show bench awards worldwide;
- Developed and introduced dark-leaved strains of dahlia;
- Developed the "Showpiece Hybrid", "Baby" series, and "Silk Symphony" seed strains;
- Continuing selection of the Debutante® Dahlias (Baby Dahl) and Faerie Dahl series since 1983;
- Currently looking to introduce dark foliage to Debutante® Dahlias and to extend existing colour range.

Amongst many awards, Dr. Hammett has received Gold and Silver Medals from the American, British, and New Zealand Dahlia Societies. *Dahlia* 'Elizabeth Hammett', perhaps his best-known cultivar, has won more awards than any other of its type in the past decade.

MARKETING

A marketing company, Quality Ornamentals, was formed in 1994 by four nurseries with a core product of bedding plants — at the time of formation it was not intended to market other plants such as dahlias. Once we had agreed to market these plants in the U.K. all we knew was that we had 10 good, new, unique cultivars in our hands with a name — Baby Dahl — that didn't quite seem to fit. We could see the horticultural and commercial advantages of these plants and needed to turn them into a success. The exercise was to become a steep and rapid learning curve. The following have proved to be key development areas for Quality Ornamentals along the way. Those with more experience in this field could argue that some points are unnecessary; however, for those with less experience of introducing new plants, this route has not let us down yet.

Trialing and Bulking Up. It is essential to be convinced of the quality and performance of the plant in the countries in which it is to be produced and sold. Early in 1995 we were able to obtain small trial quantities of the new dahlias. By Summer 1995 we had built up small stocks of the first cultivars and had an appreciation of how they would perform under U.K. conditions, both in pots and the garden. These early trials showed us when we might expect to market stock and the potential sales period. As bedding plant growers it was a real bonus for us to discover a product with the potential to grow, flower, and sell through the summer months. After flowering through the late summer and into autumn the stock was allowed to go dormant to test overwintering and tuber formation.

Convinced of the dahlias' potential, and needing to begin large scale trials and to bulkup stock rapidly, micropropagated plants were obtained from New Zealand in January 1996 to begin bulking up mother stock. From these stocks we were able to produce the first commercial crops in 1997. The availability of micropropagated stock probably saved us two seasons bulking up and considerably eased the movement of plants between New Zealand and the U.K.

In parallel to trialing and bulking up, one should be working on the legal aspects of agreements with the breeder and the protection you need for your cultivars (see sections on Protecting Your Interests, below).

Image Building. Now is also the time to decide on plant names, photography, labels, posters, a launch date, and the target market or markets. Aim to chose a generic name which describes the plants and gives them a sophistication — we hope people will eventually talk of Debutantes rather than dahlias in the same way as trailing petunias have all become referred to as Surfinias. The cultivar names need to be short, catchy, and easy to use. If anticipating a European market they should be widely acceptable. If possible the cultivar names should reflect the marketing theme.

Professional point-of-sale materials are vital to garden centre sales — they are expected by the customer. The first essential for label production is good quality photography and this is another job which should be undertaken by a professional — without good photography it is difficult to produce good point-of-sale material. Clear photography will also be required for Plant Breeders Rights applications. Point-of-sale material should be consistent with the plants, stand out from the crowd, and get the message over quickly and concisely. The back of the label gives plenty of room for information so keep the front free for first class pictures showing how the plant performs and what it will do in the consumer's garden. Once the concept has been decided on this will best be developed by the label company or promotion company one chooses to work with.

The Market Launch. Finally we come to the launch itself. With a new plant there a great opportunities for free publicity so be ready to take full advantage. Here are a few of the items to consider:

- Most trade shows provide a media list — so be sure to use it;
- Prepare a press release, with photographs, and mail to all on the media list — this subsequently gave us contacts in the States and Canada;
- If possible send samples to the TV gardening personalities;
- Invite customers to your stand to see the new introduction;
- Enter the new product for awards.

PROTECTING YOUR INTERESTS

In the modern world it is not enough to have a new plant. Ideas, concepts, and intellectual property have to be protected and to this end there are at least three, probably four, essential steps to be taken: a test and talk agreement; a marketing agreement; plant breeders rights, and trademark protection.

Test And Talk Agreement. A Test and Talk Agreement is between the breeder and the potential producer/marketer. This document — probably no more than one page long — sets out the terms under which trials take place. It will acknowledge the original breeder as the owner of the stock, set out the type of testing which is allowed (simply growing on or possibly propagation), state the tester's right to be growing stock, and the conditions under which the trials might be terminated. The test and talk agreement generally favours the breeder quite heavily as the purpose is to protect his/her interest in the stock while the tester assesses the commercial potential.

Marketing Agreement. The marketing agreement is a much more extensive document which has three functions: to protect the financial and intellectual interests of the breeder; to clearly define who is responsible for what; and to act as a point of reference in the event of dispute or misunderstanding.

The marketing agreement should also define, to the satisfaction of all concerned, the following:

- **Intellectual property**, to define who is the owner of the stock;
- **Territory**, the area in which the seller is permitted to operate;
- **Management of intellectual property rights**, giving the seller the right to organise the sales and production within the agreed territory;
- **Royalty**, the definition of the royalty to be paid on sales and production, the amount to be paid either as a percentage or amount per plant, when the royalty is to be paid, and what costs may be deducted from the royalty by the seller;
- **Appointment of sub-licensees**, if appropriate this grants the seller permission to sub-licence other growers from whom the seller is responsible for collecting royalty;
- **Marketing and promotion**, will describe who, usually the seller, is responsible for the design, production, and purchase of marketing materials;
- **Liaison**, outlines the information and frequency of reporting the seller must supply to the breeder;
- **Terms**, defines the time of the agreement and the conditions under which it would normally be renewed;
- **Termination**, details the events that would cause early termination and what action would be taken in such an event;
- **Law**, states the country under which law the agreement is written;
- **Arbitration**, provides for disputes to be resolved by the International Association of Arbitrators.

This may sound somewhat daunting, however there are a number of professionals working in our industry who have a wealth of experience and advice in this field and it is well worthwhile making the investment in this advice. In

addition, once the agreement is signed it can be put in a drawer and forgotten about — you will only ever have to read it again when it comes up for renewal.

Plant Breeders Rights. It is, from our experience, essential to obtain the assistance of someone with experience in this field because of the complex legal issues involved.

In the U.K., plant breeders rights is available for U.K. only or E.U. Rights. There are three key reasons for using the newer E.U. Rights:

- Although the cost is higher per application, it covers 16 countries/states therefore reducing the cost per country/state;
- Protection is clearly given throughout the European Union;
- One year's prior commercialisation is allowed before making the first offer for sale.

Trade Mark Protection. There is some debate about the value of a trademark on plant names. My company holds two registered trademarks — Growing Gardens[®] (which is a design) and Debutante Dahlias[®]. It is our belief that we are investing money in these plants and the names associated with them. Therefore, it is in our best interests to protect both the plant variety itself and the name.

THE EUROPEAN MARKET

Debutante Dahlias[®] were first sold in the U.K. in July 1997. The first continental sales are (at time of writing) planned for September of the same year. This is not so much a launch as a test market. By putting in place each of the points already discussed one is ready to sell into Europe. Two avenues are available to nurserymen: the export of saleable stock to the garden centre market and young plants to licensed growers.

Local market knowledge is essential so if you do not have the ability to travel extensively in Europe, it may well be better to licence selected growers in each country which will give the most controlled and profitable approach. Through the export of young plant material one can increase volume production and directly control (if necessary) the quantities in the market.

CONCLUSION

Ensure your business retains proper, legal control of the plant. Be flexible in your approach to Europe and take heed of local advice while at the same time ensure your own interests are protected. Always ask "how will this step help me to produce more stock?" We are nurserymen not royalty collectors! Finally, the market opportunities are tremendous, so take them.