



3 NOV
2022



east of england
arena
and events centre
Peterborough

**Exhibitor &
Sponsor Guide**



SHOWCASING AGRITECH INNOVATION

FPC Future is a ground-breaking agritech event, designed to lift the lid on vital new innovations to safeguard the future of our food supply.

Exhibitors at FPC Future are those who supply agriculture and horticulture businesses with the technologies needed to evolve and thrive in a rapidly changing landscape.

FPC Future will showcase all that is new right now and explore what the future promises. Visitors will be able to see how new technologies can help them become more efficient, increase productivity and assist their workforce.



“The fallout from the pandemic, coupled with the many challenges that Brexit has brought about, will continue to affect our supply chains unless we can find solutions now,”

~ Nigel Jenney, Chief Executive, FPC



ATTENDEES

89%

PLAN TO ATTEND
AGAIN

"A FANTASTIC WELL
PLANNED AND
EXECUTED EVENT"

WOULD
RECOMMEND THE
EVENT TO OTHERS

99%

" EXCEEDED OUR
EXPECTATIONS"

OVER
850

VISITORS
IN YEAR
ONE





EXPERT SPEAKER SESSIONS THROUGHOUT THE DAY





"Our exhibitors and sponsors lift the lid on how industry challenges can be cleverly tackled through innovation and explore the opportunities we can expect to see in the future of our food production"

~Nigel Jenney, Chief Executive, FPC



"There is a growing recognition that the significant challenges facing global agriculture can be solved through the application of technology"

~Dr Sarah-Jayne Gratton
Editor in Chief, Agritech Future



EXHIBITOR QUOTES



Hagelunie

"We were very impressed by the precise organisation and planning. The FPC team promoted the event in a way which created excitement and whipped up enthusiasm well in advance of the date, which was reflected in the day itself."

~Kevin Robinson, UK Representative,
Hagelunie

Henderson Brown

"THANK YOU FPC!"

"We were taken aback by the number of attendees - but in a good way!"

"We had dozens of interested candidates and we were able to catch up with both existing and new clients on what was a fantastic day!"

~Martin Brown, Director,
Henderson Brown



EXHIBITOR QUOTES



Barclays Eagle Labs

"It was a really enjoyable show. We found it so refreshing to see positive engagement from people, businesses and students alike - everyone showing an interest in how Barclays Eagle Labs are supporting the sustainability and growth of the sector."

~Wendy Hewitson,
AgriTech Programme Manager,
Barclays Eagle Labs

Embassy of Kingdom of the Netherlands

"FPC Future provided a great opportunity for Dutch companies to showcase their products and services to a UK audience.

"The feedback we have received has been very positive. Not only about the connections made with potential new customers, but also about the opportunity of presenting in the excellent conference programme.

We look forward to working with the FPC team again next year, with hopefully even more Dutch companies exhibiting at the show."

~Martijn Bergmans,
Agricultural Officer
Embassy of Kingdom of the
Netherlands
Organisers of the Dutch Pavilion



"We look forward to working with FPC again next year"

For help completing this form, contact us at +44 (0) 8457 0129 or send an e-mail to linda@freshproduce.org.uk

EXHIBITOR CONTACT INFORMATION

Company

Contact

Position

Address

Town/City

County

Postcode

Country

Email

Tel

All prices are exclusive of VAT. VAT will be charged at the rate appropriate. VAT for UK domiciled companies is 20%. Companies domiciled in other EU countries must provide a valid VAT registration number or will be charged UK VAT. Companies domiciled in all other countries are outside the scope of UK VAT.

Please insert VAT registration number here:

EXPO STAND REQUIREMENTS SECTION

Please tick box

☐ 3 x 2 shell scheme stand including table, with two chairs and four registrations with full access to FPC Careers and FPC Future, name board, power socket, 2 spotlights and listing in show guide @ £1,750+ VAT

☐ Bundle your stand with a full-page advertisement in the Official Show Guide @ £2,100 + VAT

☐ Space only @ £250 + VAT per m² including listing in show guide m x £250 = Total £

TERMS

This application is made in accordance with the conditions, rules and regulations included with this form. A deposit of 50%, inc VAT if applicable, must accompany this application. **THE REMAINING BALANCE IS DUE ON OR BEFORE 2 AUGUST 2022.** APPLICATIONS SUBMITTED AFTER 2 AUGUST 2022 MUST BE ACCOMPANIED BY PAYMENT IN FULL. Prior to 2 August 2022 cancellations of all or a portion of exhibit space are subject to a fee of 50% of the value of exhibit space originally contracted. **ALL CANCELLATIONS MUST BE RECEIVED IN WRITING.** For any cancellations after 2 August 2022, all outstanding balances become due and payable. No refunds will be made. When available, exhibitor manuals will be emailed to you after full payment is received.

METHOD OF PAYMENT

1 CHEQUE VIA POST/COURIER

Fresh Produce Consortium
Minerva House, Minerva
Business Park, Lynch Wood,
Peterborough PE2 6FT

Make cheques or money orders payable to The Fresh Produce Consortium (UK).

☐ Please invoice

2 CREDIT CARD

Fresh Produce Consortium
Minerva House, Minerva
Business Park, Lynch Wood,
Peterborough PE2 6FT

☐ If you would like to pay by credit please tick this box and we will call you to take your details.

3 WIRE TRANSFERS OR BACS

Bank: Svenska Handelsbanken AB (publ)
Address: 3 Thomas More Sq, London, E1W 1W
Swift Code/SIC Code: HANDGB22 • BIC: IBAN:
GB85HAND40516234507230 Sort Code: 40-51-62 • Credit To:
The Fresh Produce Consortium
Account no: 34507230

Exhibiting company name should appear in the wire transfer reference. Transfer charges are responsibility of exhibitor. **PLEASE E-MAIL US YOUR APPLICATION AND A NOTE INDICATING THAT A WIRE TRANSFER HAS BEEN MADE TO: linda@freshproduce.org.uk. PLEASE ADVISE YOUR BANK TO PAY "ALL CHARGES" WHEN SENDING A WIRE SO THERE IS NO BALANCE ON YOUR ACCOUNT.**



FPC Future

Expo space booking form

Terms and conditions

Agreed terms



1. INTERPRETATION

- 1.1 In this Contract, the following words and expressions will apply (unless the context otherwise requires):
- Advertisement:** means the full page advertisement in the Exhibition's official directory.
- Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Charges:** the charges payable by the Exhibitor for the hire of the Space and the supply of the Services, as set out in the Contract Details.
- Contract:** the contract between the Exhibitor and the Organiser for the hire of the Space and supply of the Services in accordance with the Contract Details, and these Space Hire Conditions.
- Deposit:** the deposit to secure the booking, as stated in the Contract Details.
- Exhibition:** the event or function for which the Exhibitor is hiring the Space, as specified in the Contract Details.
- Exhibit:** means any products and/or information about the Exhibitor's products and services.
- Hire Period:** the period of time agreed for the hire of the Space as described in the Contract Details, to include any period of time to set up and clear the Space.
- Organiser:** means The Fresh Produce Consortium (U.K.) (No. 02721319) whose registered office is at Minerva House, Minerva Business Park, Lynchwood, Peterborough, Cambridgeshire, PE2 8FT.
- Services:** the Organiser's supply of: (i) Stand; and (ii) Advertisement, and any additional services or equipment, at the Exhibition as specified in the Contract Details.
- Space:** the area within the Venue to be hired by the Exhibitor, as described in the Contract details.
- Stand:** the shell scheme stand and furniture package as described in the Contract details.
- Venue:** the property specified in the Contract Details.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

- 2.1 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Organiser in cleared funds by the Exhibitor, if later. Until that time, bookings for hire will be regarded as provisional.

3. SUPPLY OF SERVICES

- 3.1 The Organiser shall supply the Services to the Exhibitor during the Hire Period, subject to any specific timings agreed in writing by the parties before the Exhibition.
- 3.2 In supplying the Services, the Organiser shall perform the Services with reasonable care and skill and comply with all applicable laws from time to time in force. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.
- 3.3 If the Organiser provides Advertisement as set out in the Contract Details, the Organiser shall not be liable for any errors or omissions contained in the Exhibition's official directory/catalogue.

4. LICENCE AND USE OF THE SPACE

- 4.1 Subject to clause 7, the Organiser grants the Exhibitor a right for the Hire Period to enter and use the Space for the Exhibition in accordance with the terms of this Contract. The Exhibitor acknowledges that:
- (a) the Exhibitor shall have the right to enter and use the Space as a licensee only and for the Hire Period and no relationship of a landlord and tenant is created between the Organiser and Exhibitor by this Contract;
- (b) the Organiser retains control, possession and management of the Space and the Exhibitor has no right to exclude the Organiser from the Space. The Organiser reserves the right to enter the Space at all times during the Hire Period, including to supply the Services (if applicable);
- (c) the Organiser reserves the right to prohibit or remove any Exhibit which, in its sole discretion, detracts from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition;
- (d) the Organiser has full power to determine in every respect the allocation of the area and position of Space.
- 4.2 The Exhibitor agrees and undertakes:
- (a) not to use the Space other than for the Exhibition;
- (b) not to do or permit to be done anything on the Space which is illegal, offensive or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Organiser or to any other customers of the Organiser, or any owner or occupier of neighbouring property;
- (c) to comply (and ensure that its staff and agents comply) with the terms of this Contract, rules and regulations for participating in the Exhibition and any instructions or notices from the Organiser;
- (d) to permit the Organiser and/or relevant authorities to inspect the Exhibits and search all containers, bags, boxes and equipment coming into or leaving the Venue;
- (e) not to cause or permit to be caused any damage to the Space and/or Venue, including any furnishings, equipment or fixtures at the Space or Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) unless agreed with the Organiser not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Space and/or Venue;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Space and/or Venue without the prior written consent of the Organiser;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Space and/or Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Organiser;
- (j) to use the Stand provided by the Organiser, as specified in the Contract Details, for its proper purpose and in accordance with any instructions provided by the Organiser regarding its use;
- (k) to leave the Space in a clean and tidy condition and to remove the Exhibit, Exhibitor's decorations, and any other Exhibitor equipment from the Space at the end of the Hire Period;
- (l) to comply with all applicable laws and regulations from time to time in force;
- (m) not to unfairly criticise any other Exhibitor or display an Exhibit which has an undesirable effect upon another Exhibitor's Exhibit; and
- (n) that all materials used for the building, decorating, draping or covering of stands must be non-flammable or rendered so by being immersed in a fire-proofing solution.

- 4.3 The Exhibitor agrees to confine all selling and promotional activity to the Space and must not distribute printed materials of any nature in the aisles, entrances, or exits at the Venue.
- 4.4 The Organiser reserves the right to remove or request that the Exhibitor remove guests that do not behave in a responsive and safe manner from the Exhibition and the Venue.
- 4.5 Non-transferable passes of admission will be supplied to the Exhibitor for distribution to its staff and personnel. The Exhibitor's staff and personnel will not be admitted to the Venue without such passes. The Organiser reserves the right to limit the number of passes issued to the Exhibitor.
- 4.6 The Exhibitor acknowledges that the right to distribute and/or sell any article of food, drink or tobacco is held by catering concessionaires authorised by the owner of the Venue. The Exhibitor shall not sell, give away, or distribute any such articles without the written consent of the Organiser.
- 4.7 The Exhibitor shall at all times keep the Organiser indemnified against all actions, claims, demands, damages, losses, expenses, compensation, costs, charges, liabilities and proceedings which may arise in any manner whatsoever in relation to: (i) the Exhibitor's hire and use of the Space and Services; and (ii) any breach of this Contract.
- 4.8 Except for the Stand and the related Services provided by the Organiser, the Exhibitor shall be responsible for the cost and erection of its stand or other materials for displaying its Exhibits and for all services, including, but not limited to, cleaning, electricity, plumbing and drainage.

5. CHARGES AND PAYMENT

- 5.1 The Exhibitor shall pay the Charges in accordance with the provisions of this Contract.
- 5.2 The Organiser shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Exhibitor on the date set out in the Contract Details.
- 5.3 The Organiser may issue an additional invoice after the Exhibition for any further Charges due which were not included in the invoice issued pursuant to clause 5.2. Such Charges may include those payable for any final alterations to the Services. Charges invoiced pursuant to this clause 5.3 shall be payable by the Exhibitor within [30] days of receipt.
- 5.4 All amounts payable by the Exhibitor exclude amounts in respect of value added tax (VAT), which the Exhibitor shall additionally be liable to pay to the Organiser at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 5.5 If the Exhibitor fails to make any payment due to the Organiser under this Contract by the due date for payment, then, without limiting the Organiser's remedies under clause 7, the Exhibitor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. LIABILITY

- 6.1 The Exhibitor shall effect and maintain (at its own cost) insurance cover in respect of all risks which may be incurred by the Exhibitor, arising out of the Exhibition and shall, upon request, provide the Organiser with a copy of the insurance policies.
- 6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 6.3 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
- (b) fraud or fraudulent misrepresentation.
- 6.4 Subject to clause 6.3, the Organiser shall not be liable for:
- (a) the death of, or injury to, the Exhibitor or that of the Exhibitor's employees, contractors or any other guests or invitees to the Space and/or the Venue;
- (b) damage or theft of any property of the Exhibitor or that of the Exhibitor's employees, contractors or other guests of invitees to the Venue;
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Exhibitor or the Exhibitor's employees in the exercise of or purported exercise of the rights granted by clause 4; or
- (d) any loss or damage suffered by the Exhibitor or the Exhibitor's employees as a result of any Force Majeure Event that prevents the Exhibitor or the Exhibitor's employees from using the Space or any difficulty or interruption in obtaining access to the Space by reason of temporary works of repair or maintenance of the Venue.
- 6.5 Subject to clause 6.3 and clause 6.4, the Organiser's total liability to the Exhibitor shall not exceed all sums paid by the Exhibitor to the Organiser under this Contract in respect of the hire of the Space and any Services actually supplied by the Organiser, whether or not invited to the Exhibitor.
- 6.6 (a) Subject to clause 6.3 and clause 6.4, clause 6.6(b) excludes specified types of loss.
- (b) The following types of loss are excluded:
- (i) loss of profits;
- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.
- 6.7 Unless the Exhibitor notifies the Organiser that it intends to make a claim in connection with this Contract within the notice period, the Organiser shall have no liability for that claim. The notice period for a claim shall start on the day on which the Exhibitor became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the incident and shall expire [twelve (12)] months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

7. CANCELLATION

- 7.1 Without affecting any other right or remedy available to it, the Organiser may cancel this Contract with immediate effect by giving written notice to the Exhibitor if:
- (a) the Exhibitor fails to pay any amount due under this Contract on the due date for payment;
- (b) the Exhibitor commits a material breach of any term of this Contract;
- (c) the Exhibitor takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- (d) the Exhibitor's financial position deteriorates to such an extent that in the Organiser's opinion the Exhibitor's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 7.2 The Exhibitor may cancel this Contract by notice in writing to the Organiser.

- 7.3 If this Contract is cancelled under clause 7.1(a), clause 7.1(b), clause 7.1(c), clause 7.1(d) or clause 7.2, the Organiser will use reasonable endeavours to re-book the Space but the Organiser reserves the right to charge a cancellation fee. Any sums already received by the Organiser under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Exhibition	Cancellation fee
More than 60 days before the date of the Exhibition	50% of the Charges
60 days before the date of the Exhibition	100% of the Charges

- 7.4 On completion or cancellation of this Contract for whatever reason:
- (a) any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of this Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of completion or cancellation.

8. DATA PROTECTION

- 8.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

9. GENERAL

- 9.1 **Force majeure.** The Organiser shall not be liable for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- A Force Majeure Event means any event beyond the Organiser's reasonable control, which by its nature could not have been foreseen, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, Venue becoming unfit for occupancy, Venue becoming wholly or partially unavailable for the holding of the Exhibition, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, the coronavirus (COVID-19) or any other epidemic or pandemic and/or the actions of any government or regulatory bodies in relation thereto, natural disasters or adverse weather conditions, or default of suppliers or subcontractors.
- 9.2 **Assignment and other dealings.**
- (a) The Organiser may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.
- (b) The Exhibitor shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.
- 9.3 **Entire agreement**
- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into this Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 9.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 9.6 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.6 shall not affect the validity and enforceability of the rest of this Contract.
- 9.7 **Notices**
- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
- (ii) sent by email to the address specified in the Contract Details.
- (b) Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.7(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 9.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9.8 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1998 to enforce any term of the Contract.
- 9.9 **Governing law and Jurisdiction.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or its subject matter or formation.



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**Exhibitor &
Sponsor Guide**



SHOWCASING THE OPPORTUNITIES

FPC Careers has been developed to showcase the many industry careers opportunities available for a new generation.

The event provides a unique opportunity to secure the best and brightest candidates seeking a career in fresh produce and its many related industries, including retail, foodservice, general food/drink, logistics, packaging, technology and wholesale.

We are proud to be working in collaboration with colleges and universities across the UK to amplify all that the industry has to offer through a unique event that is aimed at putting the next generation of talent in front of our exhibitors.

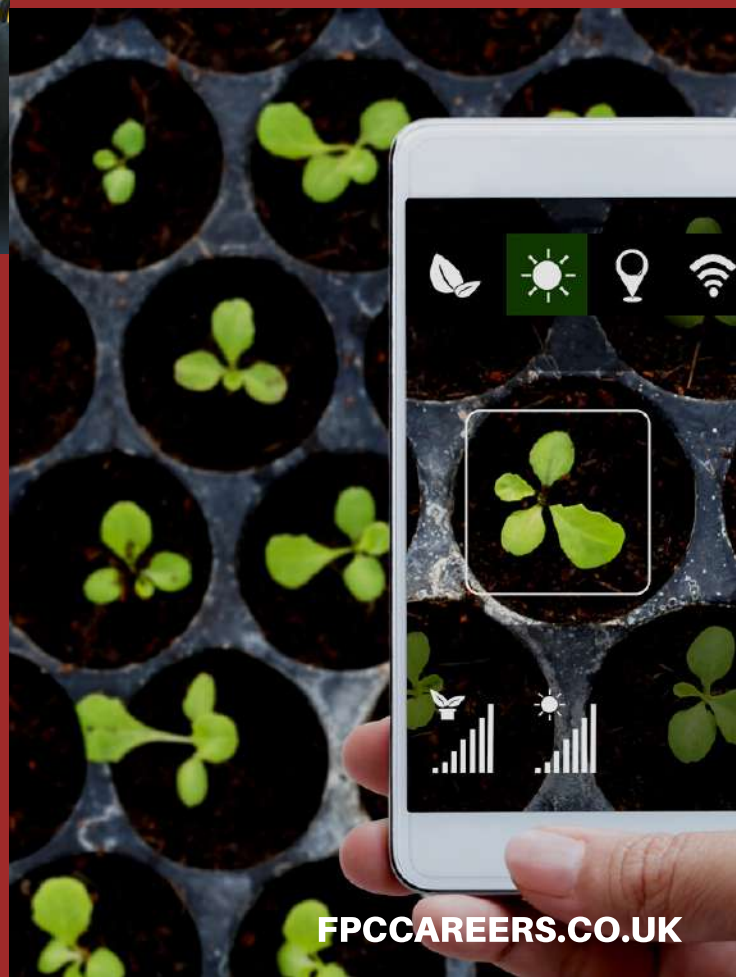


"The rapid adoption of tech is creating exciting new career opportunities and a reconsideration of how we develop sector skills"

*~ Professor Simon Pearson,
University of Lincoln*

FPC Careers is an unmissable event for both employers and jobseekers. Our industry needs new talent and this is a fantastic opportunity for companies to showcase their businesses and career possibilities to students and other young jobseekers at a time when they are considering the first or next steps that they wish to take with their careers.

*~Linda Bloomfield,
Business Development Manager,
FPC*



FPCCAREERS.CO.UK



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89%
PLAN TO ATTEND
AGAIN

"A FANTASTIC WELL
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**OVER
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**VISITORS
IN YEAR
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"Our exhibitors and sponsors lift the lid on how industry challenges can be cleverly tackled through innovation and explore the career opportunities we can expect to see in the future of our food production"

*~Nigel Jenney,
Chief Executive, FPC*

Exhibiting at a specialised event like this is a cost-effective and efficient way of engaging with younger jobseekers interested in joining our sector, as well as forging connections with the specialised recruitment agencies who will also be taking part.



EXHIBITOR QUOTES



Barfoots

"It was great talking with the next generation of food industry professionals at FPC Careers. The enthusiasm and passion was clear to see and fantastic to hear. A great platform for us, as an employer, to showcase our opportunities & commitment to early careers – we will be back again next year!"

~Jeremy Elwall, Recruitment Lead, Barfoots

MorePeople

"We were VERY pleased with the Careers event... Great venue, terrific quality and numbers of visitors.

"Really looking forward to next year, well done FPC !"

~Guy Moreton, CEO of MorePeople



EXHIBITOR QUOTES



Barclays Eagle Labs

"It was a really enjoyable show. We found it so refreshing to see positive engagement from people, businesses and students alike - everyone showing an interest in how Barclays Eagle Labs are supporting the sustainability and growth of the sector."

~Wendy Hewitson,
AgriTech Programme Manager,
Barclays Eagle Labs

Henderson Brown

THANK YOU FPC!

"We were taken aback by the number of attendees - but in a good way!

"We had dozens of interested candidates and we were able to catch up with both existing and new clients on what was a fantastic day!"

~Martin Brown, Director,
Henderson Brown



"We look forward to working with FPC again next year"

For help completing this form, contact us at +44 (0) 8457 0129 or send an e-mail to linda@freshproduce.org.uk

EXHIBITOR CONTACT INFORMATION

Company

Contact

Position

Address

Town/City

County

Postcode

Country

Email

Tel

All prices are exclusive of VAT. VAT will be charged at the rate appropriate. VAT for UK domiciled companies is 20%. Companies domiciled in other EU countries must provide a valid VAT registration number or will be charged UK VAT. Companies domiciled in all other countries are outside the scope of UK VAT.

Please insert VAT registration number here:

EXPO STAND REQUIREMENTS SECTION

Each stand includes a 6 ft covered table complete with two chairs and four registrations with full access to FPC Careers and FPC Future.

Please tick box

☐ **Stand @ £800 + VAT**

☐ **Bundle your stand with a full-page advertisement in the Official Show Guide @ £1,150 + VAT**

Exhibit Space Payment Schedule • 50% With Contract • Balance of payment on or before 2 August 2022

TERMS

This application is made in accordance with the conditions, rules and regulations included with this form. A deposit of 50%, inc VAT if applicable, must accompany this application. **THE REMAINING BALANCE IS DUE ON OR BEFORE 2 AUGUST 2022.** APPLICATIONS SUBMITTED AFTER 2 August 2022 MUST BE ACCOMPANIED BY PAYMENT IN FULL. Prior to 2 August 2022 cancellations of all or a portion of exhibit space are subject to a fee of 50% of the value of exhibit space originally contracted. **ALL CANCELLATIONS MUST BE RECEIVED IN WRITING.** For any cancellations after 2 August 2022 outstanding balances become due and payable. No refunds will be made. When available, exhibitor manuals will be emailed to you after full payment is received.

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Fresh Produce Consortium
Minerva House, Minerva
Business Park, Lynch Wood,
Peterborough PE2 6FT

Make cheques or money orders
payable to The Fresh Produce
Consortium (UK).

☐ Please invoice

2 CREDIT CARD

Fresh Produce Consortium
Minerva House, Minerva
Business Park, Lynch Wood,
Peterborough PE2 6FT

☐ If you would like to pay by
credit please tick this box and we
will call you to take your details.

3 WIRE TRANSFER OR BACS

Bank: Svenska Handelsbanken AB (publ)
Address: 3 Thomas More Sq, London, E1W 1W
Swift Code/SIC Code: HANDGB22 • BIC: IBAN:
GB85HAND40516234507230 Sort Code: 40-51-62 • Credit To:
The Fresh Produce Consortium
Account no: 34507230

Exhibiting company name should appear in the wire transfer reference. Transfer charges are responsibility of exhibitor. PLEASE E-MAIL US YOUR APPLICATION AND A NOTE INDICATING THAT A WIRE TRANSFER HAS BEEN MADE TO: linda@freshproduce.org.uk. PLEASE ADVISE YOUR BANK TO PAY "ALL CHARGES" WHEN SENDING A WIRE SO THERE IS NO BALANCE ON YOUR ACCOUNT.



FPC Careers

Expo space booking form

Terms and conditions

Agreed terms



1. INTERPRETATION

- 1.1 In this Contract, the following words and expressions will apply (unless the context otherwise requires):
- Advertisement:** means the full page advertisement in the Exhibition's official directory.
- Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- Charges:** the charges payable by the Exhibitor for the hire of the Space and the supply of the Services, as set out in the Contract Details.
- Contract:** the contract between the Exhibitor and the Organiser for the hire of the Space and supply of the Services in accordance with the Contract Details, and these Space Hire Conditions.
- Deposit:** the deposit to secure the booking, as stated in the Contract Details.
- Exhibition:** the event or function for which the Exhibitor is hiring the Space, as specified in the Contract Details.
- Exhibit:** means any products and/or information about the Exhibitor's products and services.
- Hire Period:** the period of time agreed for the hire of the Space as described in the Contract Details, to include any period of time to set up and clear the Space.
- Organiser:** means The Fresh Produce Consortium (U.K.) (No. 02721319) whose registered office is at Minerva House, Minerva Business Park, Lynchwood, Peterborough, Cambridgeshire, PE2 8FT.
- Services:** the Organiser's supply of: (i) Stand; and (ii) Advertisement, and any additional services or equipment, at the Exhibition as specified in the Contract Details.
- Space:** the area within the Venue to be hired by the Exhibitor, as described in the Contract details.
- Stand:** the shell scheme stand and furniture package as described in the Contract details.
- Venue:** the property specified in the Contract Details.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

- 2.1 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Organiser in cleared funds by the Exhibitor, if later. Until that time, bookings for hire will be treated as provisional.

3. SUPPLY OF SERVICES

- 3.1 The Organiser shall supply the Services to the Exhibitor during the Hire Period, subject to any specific timings agreed in writing by the parties before the Exhibition.
- 3.2 In supplying the Services, the Organiser shall perform the Services with reasonable care and skill and comply with all applicable laws from time to time in force. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Contract.
- 3.3 If the Organiser provides Advertisement as set out in the Contract Details, the Organiser shall not be liable for any errors or omissions contained in the Exhibition's official directory/catalogue.

4. LICENCE AND USE OF THE SPACE

- 4.1 Subject to clause 7, the Organiser grants the Exhibitor a right for the Hire Period to enter and use the Space for the Exhibition in accordance with the terms of this Contract. The Exhibitor acknowledges that:
- (a) the Exhibitor shall have the right to enter and use the Space as a licensee only and for the Hire Period and no relationship of a landlord and tenant is created between the Organiser and Exhibitor by this Contract;
 - (b) the Organiser retains control, possession and management of the Space and the Exhibitor has no right to exclude the Organiser from the Space. The Organiser reserves the right to enter the Space at all times during the Hire Period, including to supply the Services (if applicable);
 - (c) the Organiser reserves the right to prohibit or remove any Exhibit which, in its sole discretion, detracts from the general character of the Exhibition as a whole, or consists of products or services inconsistent with the purpose of the Exhibition;
 - (d) the Organiser has full power to determine in every respect the allocation of the area and position of Space.
- 4.2 The Exhibitor agrees and undertakes:
- (a) not to use the Space other than for the Exhibition;
 - (b) not to do or permit to be done anything on the Space which is illegal, offensive or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Organiser or to any other customers of the Organiser, or any owner or occupier of neighbouring property;
 - (c) to comply (and ensure that its staff and agents comply) with the terms of this Contract, rules and regulations for participating in the Exhibition and any instructions or notices from the Organiser;
 - (d) to permit the Organiser and/or relevant authorities to inspect the Exhibits and search all containers, bags, boxes and equipment coming into or leaving the Venue;
 - (e) not to cause or permit to be caused any damage to the Space and/or Venue, including any furnishings, equipment or fixtures at the Space or Venue;
 - (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
 - (g) (unless agreed with the Organiser) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Space and/or Venue;
 - (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Space and/or Venue without the prior written consent of the Organiser;
 - (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Space and/or Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Organiser;
 - (j) to use the Stand provided by the Organiser, as specified in the Contract Details, for its proper purpose and in accordance with any instructions provided by the Organiser regarding its use;
 - (k) to leave the Space in a clean and tidy condition and to remove the Exhibit, Exhibitor's decorations, and any other Exhibitor equipment from the Space at the end of the Hire Period;
 - (l) to comply with all applicable laws and regulations from time to time in force;
 - (m) not to unfairly criticise any other Exhibitor or display an Exhibit which has an undesirable effect upon another Exhibitor's Exhibit; and
 - (n) that all materials used for the building, decorating, draping or covering of stands must be non-flammable or rendered so by being immersed in a fire-proofing solution.

- 4.3 The Exhibitor agrees to confine all selling and promotional activity to the Space and must not distribute printed materials of any nature in the aisles, entrances, or exits at the Venue.
- 4.4 The Organiser reserves the right to remove or request that the Exhibitor remove guests that do not behave in a responsive and safe manner from the Exhibition and the Venue.
- 4.5 Non-transferable passes of admission will be supplied to the Exhibitor for distribution to its staff and personnel. The Exhibitor's staff and personnel will not be admitted to the Venue without such passes. The Organiser reserves the right to limit the number of passes issued to the Exhibitor.
- 4.6 The Exhibitor acknowledges that the right to distribute and/or sell any article of food, drink or tobacco is held by catering concessionaires authorised by the owner of the Venue. The Exhibitor shall not sell, give away, or distribute any such articles without the written consent of the Organiser.
- 4.7 The Exhibitor shall at all times keep the Organiser indemnified against all actions, claims, demands, damages, losses, expenses, compensation, costs, charges, liabilities and proceedings which may arise in any manner whatsoever in relation to: (i) the Exhibitor's hire and use of the Space and Services; and (ii) any breach of this Contract.
- 4.8 Except for the Stand and the related Services provided by the Organiser, the Exhibitor shall be responsible for the cost and erection of its stand or other materials for displaying its Exhibits and for all services, including, but not limited to, cleaning, electricity, plumbing and drainage.

5. CHARGES AND PAYMENT

- 5.1 The Exhibitor shall pay the Charges in accordance with the provisions of this Contract.
- 5.2 The Organiser shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Exhibitor on the date set out in the Contract Details.
- 5.3 The Organiser may issue an additional invoice after the Exhibition for any further Charges due which were not included in the invoice issued pursuant to clause 5.2. Such Charges may include those payable for any final alterations to the Services. Charges invoiced pursuant to this clause 5.3 shall be payable by the Exhibitor within [30] days of receipt.
- 5.4 All amounts payable by the Exhibitor exclude amounts in respect of value added tax (VAT), which the Exhibitor shall additionally be liable to pay to the Organiser at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 5.5 If the Exhibitor fails to make any payment due to the Organiser under this Contract by the due date for payment, then, without limiting the Organiser's remedies under clause 7, the Exhibitor shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.6 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. LIABILITY

- 6.1 The Exhibitor shall effect and maintain (at its own cost) insurance cover in respect of all risks which may be incurred by the Exhibitor, arising out of the Exhibition and shall, upon request, provide the Organiser with a copy of the insurance policies.
- 6.2 The restrictions on liability in this clause 6 apply to every liability arising in connection with this Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 6.3 Nothing in this Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 6.4 Subject to clause 6.3, the Organiser shall not be liable for:
- (a) the death of, or injury to, the Exhibitor or that of the Exhibitor's employees, contractors or any other guests or invitees to the Space and/or the Venue;
 - (b) damage or theft of any property of the Exhibitor or that of the Exhibitor's employees, contractors or other guests of invitees to the Venue;
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Exhibitor or the Exhibitor's employees in the exercise of or purported exercise of the rights granted by clause 4; or
 - (d) any loss or damage suffered by the Exhibitor or the Exhibitor's employees as a result of any Force Majeure Event that prevents the Exhibitor or the Exhibitor's employees from using the Space or any difficulty or interruption in obtaining access to the Space by reason of temporary works of repair or maintenance of the Venue.
- 6.5 Subject to clause 6.3 and clause 6.4, the Organiser's total liability to the Exhibitor shall not exceed all sums paid by the Exhibitor to the Organiser under this Contract in respect of the hire of the Space and any Services actually supplied by the Organiser, whether or not invited to the Exhibitor.
- 6.6 (a) Subject to clause 6.3 and clause 6.4, clause 6.6(b) excludes specified types of loss.
- (b) The following types of loss are excluded:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 6.7 Unless the Exhibitor notifies the Organiser that it intends to make a claim in connection with this Contract within the notice period, the Organiser shall have no liability for that claim. The notice period for a claim shall start on the day on which the Exhibitor became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the incident and shall expire [twelve (12)] months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

7. CANCELLATION

- 7.1 Without affecting any other right or remedy available to it, the Organiser may cancel this Contract with immediate effect by giving written notice to the Exhibitor if:
- (a) the Exhibitor fails to pay any amount due under this Contract on the due date for payment;
 - (b) the Exhibitor commits a material breach of any term of this Contract;
 - (c) the Exhibitor takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
 - (d) the Exhibitor's financial position deteriorates to such an extent that in the Organiser's opinion the Exhibitor's capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
- 7.2 The Exhibitor may cancel this Contract by notice in writing to the Organiser.

- 7.3 If this Contract is cancelled under clause 7.1(a), clause 7.1(b), clause 7.1(c), clause 7.1(d) or clause 7.2, the Organiser will use reasonable endeavours to re-book the Space but the Organiser reserves the right to charge a cancellation fee. Any sums already received by the Organiser under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Exhibition	Cancellation fee
More than 60 days before the date of the Exhibition	50% of the Charges
60 days before the date of the Exhibition	100% of the Charges

- 7.4 On completion or cancellation of this Contract for whatever reason:
- (a) any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
 - (b) completion or cancellation of this Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of completion or cancellation.

8. DATA PROTECTION

- 8.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

9. GENERAL

- 9.1 **Force majeure.** The Organiser shall not be liable for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is caused by a Force Majeure Event.
- A Force Majeure Event means any event beyond the Organiser's reasonable control, which by its nature could not have been foreseen, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, Venue becoming unfit for occupancy, Venue becoming wholly or partially unavailable for the holding of the Exhibition, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, the coronavirus (COVID-19) or any other epidemic or pandemic and/or the actions of any government or regulatory bodies in relation thereto, natural disasters or adverse weather conditions, or default of suppliers or subcontractors.

9.2 Assignment and other dealings

- (a) The Organiser may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this Contract.
- (b) The Exhibitor shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract.

9.3 Entire agreement

- (a) This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into this Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 9.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 9.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 9.6 **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 9.6 shall not affect the validity and enforceability of the rest of this Contract.

9.7 Notices

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (ii) sent by email to the address specified in the Contract Details.
 - (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 9.7(b)(iii), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
 - (c) This clause 9.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 9.8 **Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1998 to enforce any term of the Contract.
- 9.9 **Governing law and Jurisdiction.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract or its subject matter or formation.