



24th & 25th October **2018**
at the Kent Event Centre
Detling, Maidstone, Kent ME14 3JF

INFORMATION FOR EXHIBITORS

**Address for correspondence:
Marden Fruit Show Society
Bradbourne House, East Malling
Maidstone, Kent ME19 6DZ**

**Tel: 01732 874564
Email: info@nationalfruitshow.org.uk**

www.nationalfruitshow.org.uk



IMPORTANT INFORMATION FOR EXHIBITORS 2018

This booklet includes all the information you need for exhibiting at the National Fruit Show in 2018.
If you employ stand-builders please ask for an additional copy of this booklet for their use.

ABOUT THE SHOW

DATES, OPENING TIMES & STAND SET-UP TIMES	3
EXHIBITOR STANDS, ELECTRICITY, FURNITURE & WIFI	4
CATERING & REFRESHMENTS	5
EXHIBITOR BADGES, SHOW TICKETS & PARKING	5
SECURITY	5
HEALTH & SAFETY POLICY	6
CLOSING TIME & STAND BREAK-DOWN	6
SHOW DINNER & RECEPTION	7
EMERGENCY CONTACT INFORMATION	7
LOCAL ACCOMMODATION	7
SHOW HANDBOOK & GUIDE	7
EXHIBITION FLOOR PLANS	8
EXHIBITOR STAND COMPETITION	10

FORMS

HEALTH & SAFETY AND PUBLIC LIABILITY INSURANCE FORM	12
ELECTRICAL ORDER FORM - SHELL SCHEME STAND	13
ELECTRICAL ORDER FORM - OPEN SPACE STAND	14

LEGAL

TERMS AND CONDITIONS	15
----------------------	----

The National Fruit Show would like to thank our Major Sponsors



N.P. SEYMOUR Ltd



1. WHAT ARE THE SHOW DATES, OPENING & SET-UP TIMES?

SHOW VENUE & OPENING TIMES

Kent Showground/Kent Event Centre, Detling, Maidstone, Kent ME14 3JF

Wednesday 24th October 10am – 5.30pm

Thursday 25th October 10am – 3.30pm

STAND SET-UP TIMES

8am – midnight on Monday 22nd October

8am – 10pm on Tuesday 23rd October

All stands must be set up by Tuesday night 10pm. Set up is not permitted on the morning of the Show. The doors to both the Maidstone Exhibition Hall and John Hendry Pavilion will be closed at 10pm on Tuesday evening. Exhibitors must ensure they have everything they have booked (eg. furniture/electricity) on their stand, ready for the Show opening and Press Conference at 9am. The Show Office is unable to assist with missing furniture/lights etc on Wednesday morning.

No exhibitor will be allowed to set up on Sunday 21st October as the Showground is holding another event. Security will turn away anyone who arrives on Sunday.

A limited service of refreshments will be available on setting up days.

Exhibitors must incorporate any storage requirements within the footprint of their own stand. As a courtesy to your neighbouring stand please ensure that these are adequately screened from their stand as well as your own.

Exhibitors with stands adjacent to the fruit display are asked to avoid noisy stand construction after 1pm on Monday 22nd and between 9am and 3pm on Tuesday 23rd to allow for judging. Other exhibitors are asked not to enter this area during these times.

HEAVY OR BULKY EXHIBITS

Exhibitors who will be bringing Heavy or Bulky Exhibits must advise the Show Office in advance.

Due to increased activity at the showground, all exhibitors with large equipment must report to a Show Steward on arrival. The services of a forklift and driver are available for all stands free of charge on a first come, first served basis. Stands furthest from the cargo doors are requested to arrive on Monday.

Measurements

Please ensure your equipment will move comfortably through the cargo doors.

Maidstone Exhibition Hall: Ceiling height at the sides – 4.5m
 Ceiling height at the highest point – 6.5m
 Ceiling height graduates from 4.5m to 6.5m
 Cargo Doors Roller Shutter 5m wide x 3m high

John Hendry Pavilion: Cargo Doors 4.7m wide x 3m high

Please note that stand holders will be responsible for any damage to the carpet.

2. WHAT DOES MY STAND INCLUDE?

STAND TYPES

Shell schemes include:

- Carpet (grey)
- panelling and fascias (with your company name on)
- two spotlights
- an electricity socket (maximum load 3kw – gang type extensions are permitted, up to the maximum loading)

**** VELCRO HOOK & EYE (not supplied) is the only permitted item for fixing posters, graphics etc. No nails, pins, or staples etc. Picture hanging straps for heavy items or conventional hooks for picture rails should fit into the channel in the top of the panel.**



Typical shell scheme

Open Space stands include:

- Carpet (grey)

If your stand requires electrical sockets or lights these must be pre-ordered – see Electricity section below.

ELECTRICITY

Shell Schemes

The price of your shell scheme includes two spotlights and one 500W socket as standard. **If you have additional requirements please use our online booking facility or the form on page 13.** A compulsory electricity charge is also payable, which is collected on behalf of the venue to offset electricity used.

Open space

If you have not already booked electricity and your stand needs lights and/or sockets **please book online or use the booking form on page 14.** A compulsory electricity charge is also payable, which is collected on behalf of the venue to offset electricity used.

IMPORTANT NOTE: Stands K2, K3, K6, K10, K19 and K20 are advised that access to the electricity supply is needed behind your stand. Please ask stand builders to allow 1m space from the wall to the stand.

FURNITURE

Furniture and other exhibition stand items for the 2018 National Fruit Show can be ordered direct from suppliers Swift Hire. **Please use the dedicated furniture ordering page on Swift Hire's website: www.swifhire.co.uk/national-fruit-show-2018**

WIFI

WiFi will be available at the show in the form of a wireless network infrastructure that is capable of casual browsing, email retrieval and low intensity web applications. Any exhibitor who has additional requirements should contact the Show Office with their requirements in writing.

3. CAN I PROVIDE REFRESHMENTS ON MY STAND?

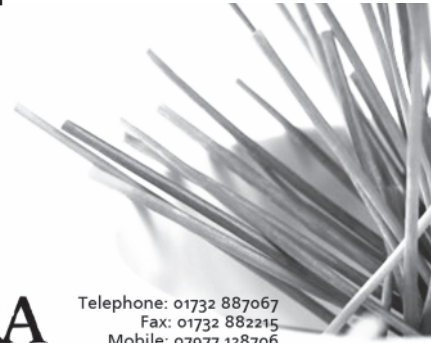
Yes there is no problem with providing your own catering. For your convenience our on-site caterers are Tunbridge Wells-based Azra Catering who can provide catering for your stand during the Show.

To discuss and book your catering options please contact Diane via:
Azra.catering@btinternet.com
Tel: 01732 887067
Fax: 01732 882215

If you leave a message on the answering machine please ensure you leave your telephone number clearly. All enquiries will receive a response within 48 hours.



Telephone: 01732 887067
Fax: 01732 882215
Mobile: 07977 128706
info@azracatering.co.uk



4. HOW CAN I GET EXHIBITOR BADGES & SHOW TICKETS?

Exhibitor badges

Badges are available to download from our website www.nationalfruitshow.org.uk

Admission tickets

Entrance to the National Fruit Show remains Free. However, we do request that all visitors register. Visitors will be able to register on the door as in previous years or pre-register online and save queuing. Please see www.nationalfruitshow.org.uk for details.

Car Parking

Parking is free of charge.

5. IS THERE SECURITY AT THE SHOW?

Security guards will be on site from 8am on Monday 22nd October until 10pm on Thursday 25th October.

However, the Society will not be responsible for the safety of any exhibit or property of any exhibitor, its staff, contractors or agents or any other persons for the loss, damage, destruction of the same by theft, fire or whatsoever sustained by any exhibitor by reason of any defect in buildings or tents, fire, storm, tempest, national emergency, labour disputes, strikes, lockouts, civil disturbances, explosion, inevitable accident, force majeure or any other cause not within the control of the Society, or for any loss or damage whatsoever, or if by reason of the happening of such events, the opening of the show is prevented, postponed, abandoned or any buildings/tents become wholly unavailable for the holding of the show or if the exhibitor suffers any other damage whatsoever.

As the Society will accept no responsibility for any loss or damage suffered by the exhibitor, exhibitors should cover themselves by insurance in respect thereof.

6. WHAT IS THE SHOW'S HEALTH AND SAFETY POLICY?

HEALTH AND SAFETY

All exhibitors and their staff will be expected to have read and agreed to comply with the Society's Health and Safety Policy Statement which is available to download from the Exhibitor section at:

www.nationalfruitshow.org.uk

All materials used for building, decorating or covering stands must be non-flammable and exhibitors must comply with any reasonable instructions given on health and safety grounds by the Society or by the Local or other Authority.

Exhibitors must ensure that any machinery or vehicle being operated for demonstration purposes complies with UK health and safety standards. Please read the fire safety arrangements in the Policy Statement.

FIRE EXITS

Full access to all fire exits within the Maidstone Exhibition Hall and Hendry Pavilion must be maintained at all times. No equipment may be placed in front of any of the marked fire doors.

BANNERS

No banner should be erected where it can be seen on the A249 as this contravenes Highways Regulations.

7. WHEN DOES THE SHOW CLOSE AND WHEN CAN I BREAK DOWN MY STAND?

The Show closes at 3.30pm on Thursday 25th October. No stands may be removed before closure time.

The Committee may refuse to accept future bookings from any exhibitor packing up a stand before the Show closes.

ALL STANDS AND EQUIPMENT MUST BE REMOVED FROM THE MAIDSTONE EXHIBITION HALL AND JOHN HENDRY PAVILION BY 10PM THURSDAY. ITEMS LEFT IN THE HALL AFTER 10PM WILL BE CONSIDERED AS ABANDONED AND DISPOSED OF AT THE EXHIBITOR'S EXPENSE.

HEAVY MACHINERY MAY BE ABLE TO STAY ON ANOTHER PART OF THE SITE BUT ONLY WITH THE PRIOR PERMISSION OF THE SHOWGROUND AS THERE IS ANOTHER SHOW SETTING UP FROM 9AM ON THE FRIDAY. PLEASE CONTACT ELLIE NICHOL ellie@kenteventcentre.co.uk

Please be patient and co-operate with any instructions from the Show foreman, stewards and parking attendants to allow everyone to dismantle their stands and leave the Show as soon as possible.

Wheelie bins are provided for rubbish and sites must be left clean. A charge may be made for the clearing of any litter left by exhibitors.

8. WHAT ARE THE ARRANGEMENTS FOR THE SHOW DINNER?

The Show Dinner is held on the evening of Wednesday 24th October in the Clive Emson Conference Centre at the Kent Event Centre. Reception sponsored by Orchard World from 6.15pm, Dinner at 7.30pm, finishes approx. 11pm. **Attendance is by pre-booked ticket only.**

Dress code: gentlemen, please wear a tie and jacket.

9. WHO DO I CONTACT IF I HAVE A PROBLEM AT THE SHOW?

Exhibitor, Visitor and General enquiries – the Show Secretary 07983 534442

Competition and Judging enquiries – the Competition Secretary 07934 315544

We cannot receive or respond to email enquiries during Show week – Monday 22nd to Friday 26th October. Please contact us by telephone.

10. WHERE CAN I STAY WHILE I AM AT THE SHOW?

There are many hotels within the local area. Here are just a few:

- Days Inn Maidstone – 01622 739647
- The Townhouse Hotel – 01622 663266
- Mercure Maidstone – 0844 8159045
- Hilton Maidstone – 01622 734322
- Marriott Tudor Park – 01622 734344
- Holiday Inn Coniston Hotel
Sittingbourne – 01795 410560

11. HOW CAN I PROMOTE MY BUSINESS IN THE SHOW GUIDE?

The **National Fruit Show Handbook & Guide** provides a growers' guide to the myriad products, services and companies exhibiting at the Show. Produced in full-colour, the Show Handbook & Guide also includes feature articles on topical subjects, an exhibition floor plan and a comprehensive exhibitor contact directory. In addition to being handed out at the Show, the Handbook & Guide is posted to growers on our database 10 days before the Show.

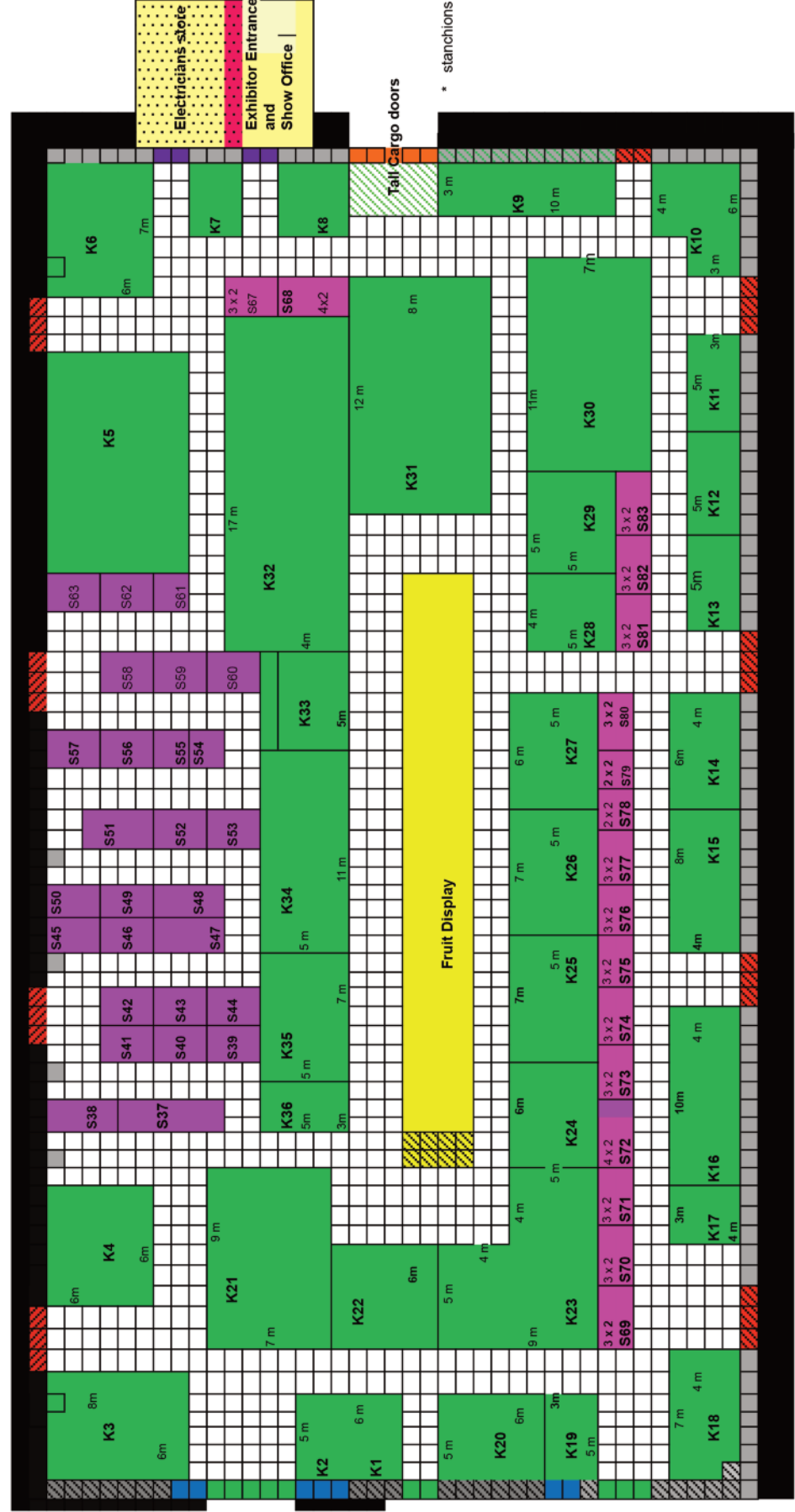
A limited number of full page and half page advertising opportunities are available in the Show Handbook & Guide, with prices starting from £330 + VAT. Priority booking will be given to Exhibitors – full details are on the booking forms which accompany your Stand Booking Confirmation.

Please note as our Show Handbook is available pre-Show, late stand bookings may not appear in the listing of stands. Early booking is recommended to get the best value for your Trade Stand.






STILL HAVE QUESTIONS?
CONTACT THE SHOW SECRETARY

TEL: 01732 874564 • EMAIL: INFO@NATIONALFRUITSHOW.ORG.UK

NATIONAL FRUIT SHOW 2018 Floorplan Maidstone Exhibition Hall



plan correct at 01/03/2018 and is subject to change When re-produced on-line or in print this map may not show your stand to scale.

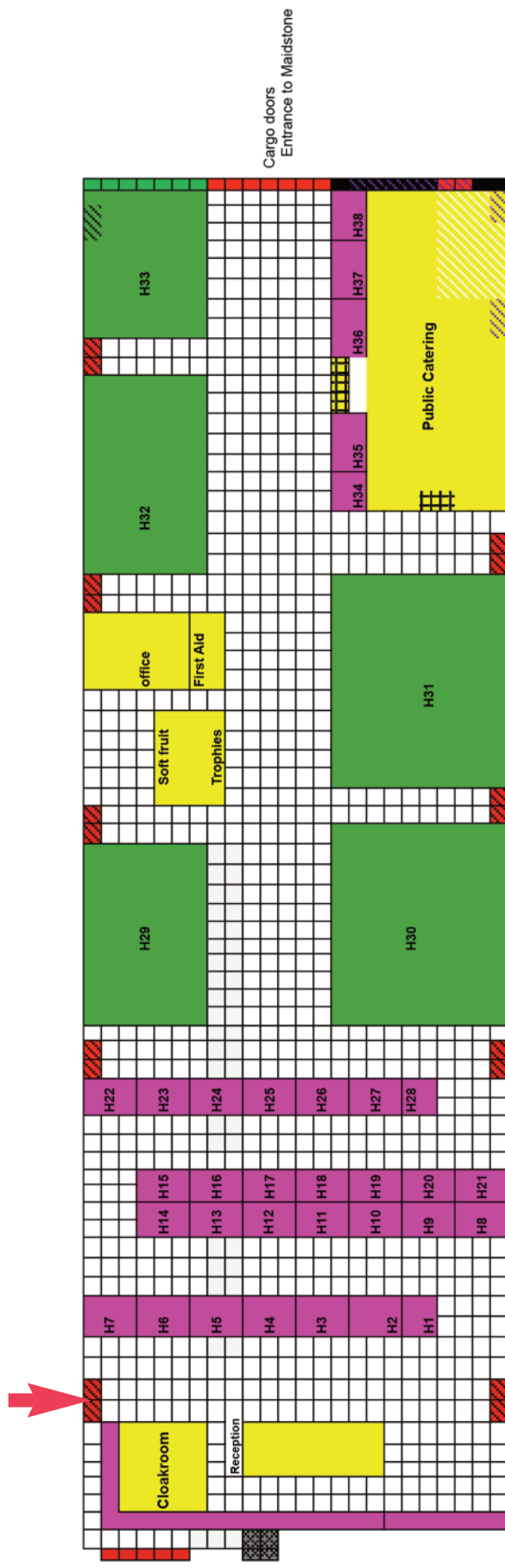
-  1m gap to allow for stanchions, doors etc
-  Entrance to store cupboards
-  Link to Hendry/Astor Pavilions
-  Cargo Doors
-  Internal/non fire doors



Fire Exits

NATIONAL FRUIT SHOW 2018 Floorplan John Hendry Pavilion

Show Entrance from Car Park



plan correct at 01/03/2018 and is subject to change

When re-produced on-line or in print this map may not show your stand to scale.



Fire Exits

NATIONAL FRUIT SHOW 2018

How to attract visitors to your stand and turn them into customers!

Martyn Holdsworth of Holdsworth Design Ltd – designers and builders of the National Fruit Show Top Fruit and Soft Fruit display stands – explains how to make the most of exhibiting at the Show.

Now that you have booked your stand at the National Fruit show, we have some suggestions to help you get the most out of this opportunity to build your customer base. Visitors coming to the Show have around 100 company stands vying for their attention and you need to make sure your stand looks both interesting and inviting and the staff on it are alert and attentive. Otherwise those all-important potential customers will just walk past you.

So to help you make the most of this opportunity, here are some pointers for you to think about:

BEFORE THE SHOW:

- Set your budget: don't forget to include costs for space, the stand, entertaining and personnel.
- Promote your attendance at the show: use all the methods available to tell your customers you are going to be at the show and give them a reason for attending.
- There are many ways to entice customers to your stand, choose the one that you can manage effectively – you could have a competition, launch a new product, invite them for drinks or issue a show offer or discount.

STAND APPEARANCE:

- Create an open and inviting layout that is eye catching: use the stand to reflect your company's branding and image. Don't clutter your space: keep it clear but with bold images and the minimum of copy – remember that 'less is more'.
- Consider product positioning on the stand: where possible show new products or best-selling products.
- Demonstration areas may be suitable to enable customers to see or sample your products.
- You may wish to choose a stand designer & stand builder: a recommendation is always best and don't forget to give them a full design brief.

MANAGING THE STAND:

- Ensure your staff are approachable – make sure they are ready to engage, NOT on their phones. Ensure all non-show business is dealt with outside show time. Devote your whole sales capacity to your visitors.
- Create a rota for your staff so that they stay energised.
- Capture leads from the contacts you meet – this could be with a competition.
- Brief your staff so that they are prepared for any query.

POST EXHIBITION:

- Follow up with all leads immediately.
- Confirm that all orders are placed.
- Keep building relationships with these contacts.
- Connect with the leads on social media and add them to your database.

WINNING STANDS 2017



TOP LEFT: Best Machinery Stand –
N P Seymour

TOP RIGHT: Best Shell Scheme stand –
Biddenden Vineyards



LEFT: Best Trade stand derived from
Open Space – Frank P Matthews and
Botden & van Willegen joint stand

You've invested a considerable amount of time, budget and effort into exhibiting your company and products successfully and professionally, so make the most of it.

Don't forget that The National Fruit Show awards prizes for the best stands in several categories:

Best Trade stand derived from Open Space – sponsored by *SE Farmer*

Best Shell Scheme stand – sponsored by *Fresh Produce Consortium*

Best Machinery Stand – sponsored by *SE Farmer*

Judges include Clive Reddihough, Chair of the Kent Branch of the Chartered Institute of Marketing and the annual guest judge. The judges will be looking at:

Presentation – the overall appearance and appeal.

Meeting facilities – does the stand provide adequate areas for meetings where business can be done?

Hospitality and friendliness – not just catering for visitors but also how hospitable the staff are.

Marketing of company services or products – how does the stand design sum up what is being offered? What is the availability of literature/publicity material if appropriate?

For machinery, the judges will also be looking at the accessibility of the machinery on display and product knowledge of staff on the stand.

If you would like any assistance with designing and building your stand please contact Holdsworth Design Ltd on 01732 358 835 or visit www.holdsworthdesigns.co.uk

NATIONAL FRUIT SHOW 2018

Details of Health & Safety Controls Details of Public Liability Insurance

Insurance Company	Certificate Number	Insured Limit

Health and Safety Policy (required if you employ 5 or more persons) (Tick if copy enclosed)

Risk Assessment Form It is important that you assess all the possible risks on your stand and make sure you have adequate controls in place to minimise them

Organisation:
Address:
Responsible Person:
Date Assessment Undertaken:
Signature of Assessor:

Hazard	Potential to Cause Harm (Low, Medium, High)	Person at Risk	Controls to Minimise Risk

Fire Risk Assessment: Liquefied Petroleum Gas on site? Yes/No (Please circle)

**PLEASE COMPLETE AND RETURN TO
THE NATIONAL FRUIT SHOW, MARDEN FRUIT SHOW SOCIETY,
BRADBOURNE HOUSE, EAST MALLING, KENT ME19 6DZ**

D. MAYLE - Electrical & Exhibition Lighting Specialist

Tel: 020 8668 8030 Mobile: 07801 882119

V.A.T. REGISTRATION No. 425 2192 73

ELECTRICAL ORDER FORM: SHELL SCHEME STAND ONLY

COMPLETE & RETURN THIS ORDER FORM TO THE NATIONAL FRUIT SHOW NO LATER THAN			10/10/2018	
EXHIBITION	THE NATIONAL FRUIT SHOW 2018 – THE KENT SHOWGROUND			
COMPANY NAME & ADDRESS				
TELEPHONE NUMBER		E-MAIL		
CONTACT NAME		SIGNATURE		
STAND NUMBER		DATE		

REF	DESCRIPTION	QTY	RATE	TOTAL
SS1	2no Spotlights & 1no 500w Socket (Package)	1	INCLUDED	INCLUDED
SS2	General Purpose Spotlight		£30.00	
SS3	6ft Fluorescent Fitting		£44.00	
SS4	8ft lighting track inc 8 spotlights		£175.00	
SS5	4 ft lighting track inc 4 spotlights		£80.00	
SS6	Low Voltage spotlight @ 50w		£35.00	
SS7	Long Arm Spotlight		£35.00	
SS8	300w Floodlight		£50.00	
SS9	150w Metal halide		£50.00	
SS10	Connection to client's own fitting		£45.00	
SS11	Twin 13A socket - 20A Max		£67.00	
SS12	13A Socket Outlet @500w		£65.00	
SS13	13A Socket Outlet @1000w		£65.00	
SS14	13A Socket Outlet @ 3000w		£65.00	
SS15	Trailer / outdoor connection		£22.00	
			COMPULSORY ELECTRICITY USAGE FEE	£20.00
			SUBTOTAL	
			VAT @ 20%	
			TOTAL	

**RETURN COMPLETED FORM TO:
MARDEN FRUIT SHOW SOCIETY
BRADBOURNE HOUSE
EAST MALLING,
KENT ME19 6DZ**

OR SCAN AND EMAIL TO: info@nationalfruitshow.org.uk

PLEASE ENCLOSE PAYMENT WITH ORDER & RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

D. MAYLE - Electrical & Exhibition Lighting Specialist

Tel: 020 8668 8030 Mobile: 07801 882119

V.A.T. REGISTRATION No. 425 2192 73

ELECTRICAL ORDER FORM: OPEN SPACE STAND ONLY

COMPLETE & RETURN THIS ORDER FORM TO THE NATIONAL FRUIT SHOW NO LATER THAN			10/10/2018
EXHIBITION	THE NATIONAL FRUIT SHOW 2018 – THE KENT SHOWGROUND		
COMPANY NAME & ADDRESS			
TELEPHONE NUMBER		E-MAIL	
CONTACT NAME		SIGNATURE	
STAND NUMBER		DATE	

REF	DESCRIPTION	QTY	RATE	TOTAL
SO1	Direct Cee Form Connection 16A - 1 Phase		£62.00	
SO2	Direct Cee Form Connection 32A - 1 Phase		£79.00	
SO3	Direct Cee Form Connection 63A - 1 Phase		£108.00	
SO4	Direct Cee Form Connection 32A - 3 Phase		£138.00	
SO5	Direct Cee Form Connection 63A - 3 Phase		£260.00	
SO6	Low Voltage spotlight @ 50w		£40.00	
SO7	Long Arm Spotlight		£40.00	
SO8	300w Floodlight		£55.00	
SO9	150w Metal halide		£55.00	
SO10	Connection to client's own fitting		£50.00	
SO11	Twin 13A socket - 20A Max		£70.00	
SO12	13A Socket Outlet @500w		£68.00	
SO13	13A Socket Outlet @1000w		£70.00	
SO14	13A Socket Outlet @ 3000w		£75.00	
SO15	Trailer / outdoor connection		£25.00	
			COMPULSORY ELECTRICITY USAGE FEE	£20.00
			SUBTOTAL	
			VAT @ 20%	
			TOTAL	

**RETURN COMPLETED FORM TO:
MARDEN FRUIT SHOW SOCIETY
BRADBOURNE HOUSE
EAST MALLING,
KENT ME19 6DZ**

OR SCAN AND EMAIL TO: info@nationalfruitshow.org.uk

PLEASE ENCLOSE PAYMENT WITH ORDER & RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

TERMS & CONDITIONS

1. **DEFINITIONS.** In the regulations the term 'EXHIBITOR' means any company, firm or person who has made application or who has been allotted space in the exhibition or any Agent, Representative or Employee of the Exhibitor. The Term 'EXHIBITION' refers to the event detailed overleaf and where the term 'ORGANISERS' appears it refers solely to MARDEN FRUIT SHOW SOCIETY, 'CONTRACT' the contract between the Exhibitor and the Organisation for exhibiting at the Exhibition in accordance with these Terms and Conditions.
2. **DURATION OF EXHIBITION.** Details of the Exhibition opening hours are given in the Exhibition Information Pack. During these times stands must be manned by Exhibitor's staff.
3. **ACCEPTANCE OF SPACE.** Spaces will be confirmed on a "first come – first served" basis. The Organisers reserve the right to refuse any application for space without giving reasons.
4. **CANCELLATION.** In the event of an Exhibitor cancelling his space booking, a percentage of the full charge shall still apply, as follows: for cancellation on or after 15 July, 15%. For cancellation after on or after 15 August, 50%. For cancellation after on or after 15 September, 100%.
5. **SPACE NOT OCCUPIED.** Every Exhibitor must occupy the space allotted to him by 10pm the evening prior to the Exhibition opening. In the event of an Exhibitor failing to exhibit, the Organisers reserve the right to deal suitably with any space not occupied.
6. **BANKRUPTCY.** In the event of an Exhibitor becoming bankrupt, or going into liquidation, or being under the appointment of a Receiver, the contract with him shall be terminated, the allotment of space cancelled, and all sums paid by the Exhibitor under such contract shall be retained.
7. **PROHIBITION OF TRANSFER.** Exhibitors may not assign, sublet, or grant licences in respect of the whole, or any part of the space allocated to them, nor may cards, advertisements, or printed matter of firms who are not bona fide Exhibitors be exhibited or distributed from any stand. This does not apply to firms being associated with, subsidiaries, agents or principals of the Exhibitor, which are duly listed by the Exhibitor in this contract.
8. **LICENSOR AND LICENSEE.** On the acceptance of this application for space by the Organisers there is a contract between the Organisers and the Exhibitor in the terms of these terms and conditions, subject to amendment as mentioned below, and as regards any space so allotted, the relationship of licensor and licensee shall exist between the Organisers and the Exhibitor, from the date of the Exhibitor occupying the space. In case of non-payment of any sum due from the Exhibitor, whether legally demanded or not, or of the breach, or non-observance, by the Exhibitor of any of the terms and conditions herein contained, or any regulations to be observed by him, the Organisers shall have rights to revoke his licence and re-enter upon the allotted space, remove and exclude the Exhibitor, and all persons therefrom without prejudice to the right to recover all sums payable by the Exhibitor hereunder and all other claims against him, and damages sustained by the Organisers.
9. **EXHIBITORS' INSURANCE.** Although all reasonable precautions will be taken, the Organisers are not responsible for the safety of any exhibit or other property of the Exhibitor or other person, or for the loss, damage or destruction by theft, or fire or any cause; or for loss, damage or injury sustained by an Exhibitor or other person. This is whether by reason of any default in the Exhibition building caused by fire, storm, tempest, lightning, explosion, national emergency, war, labour disputes, strikes, lock-outs, civil disturbances, inevitable accident, force majeure or for any other cause not within the control of the Organisers whether of the same kind or not. No responsibility can be accepted for any consequence of prevention, postponement or abandonment of the Exhibition. Exhibitors should secure their own insurance to cover all liabilities and risks.
10. **DANGEROUS MATERIALS.** The following are excluded from the Exhibition: explosives, detonating or fulminating compounds, and all dangerous or harmful substances, including primings, fireworks etc. Primings, fireworks, matches and similar objects can only be exhibited in the form of imitations, and on condition that they contain no inflammable matter. Only goods described at the time of application may be displayed on stands, and any goods not approved by the Organisers must be removed from the building.
11. **FIRE PRECAUTIONS.** All materials used for building, decorating or covering stands must be of non-inflammable material. Exhibitors must comply with any reasonable instructions given by the authorities to avoid risk of fire.
12. **ERECTION OF STANDS.** Exhibitors may be asked to arrive at the Exhibition in accordance with an agreed timetable, and the Organisers reserve the right to refuse access to any Exhibitor arriving to erect his stand at any other time. Exhibitors may appoint recognised contractors for interior work. No Exhibitor may erect his display goods in such a manner as, in the opinion of the Organisers, obstructs the light or impedes the view along the open spaces or gangways, or to occasion inconvenience or otherwise affect the display of other Exhibitors.
13. **ELECTRICAL INSTALLATIONS.** The Organisers have, in conjunction with Kent County Agricultural Society, appointed an Official Electrical Contractor to The National Fruit Show to ensure that approved standards are adhered to in the interest of economy and safety. All Exhibitors are required to use the services of the Official Contractor who will forward details of the equipment and services on offer together with the approved price list.
14. **HEALTH AND SAFETY.** All Exhibitors will be expected to conform to the Health and Safety Policy of the Organisers, which will be issued with the Exhibitors' Information Pack.
15. **EXHIBITOR'S OBLIGATIONS.** The Exhibitor shall:
 - (a) co-operate with the Organisation in all matters relating to the Exhibition;
 - (b) provide the Organisation with such information and materials as the Organisation may reasonably require in relation to the Exhibition and ensure that such information is accurate in all material respects;
 - (c) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Exhibition is to start
 - (d) keep and maintain all materials, equipment, documents and other property of the Organisation (Organisation Materials) at the Exhibition at its own risk.

If the Organisation's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Exhibitor or failure by the Exhibitor to perform any relevant obligation (Exhibitor Default):

- (a) the Organisation shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Exhibitor remedies the Exhibitor Default, and to rely on the Exhibitor Default to relieve it from the performance of any of its obligations to the extent the Exhibitor Default prevents or delays the Organisation's performance of any of its obligations;
- (b) the Organisation shall not be liable for any costs or losses sustained or incurred by the Exhibitor arising directly or indirectly from the Organisation's failure or delay to perform any of its obligations as set out in this clause; and
- (c) the Exhibitor shall reimburse the Organisation on written demand for any costs or losses sustained or incurred by the Organisation arising directly or indirectly from the Exhibitor Default.

16. **CHARGES AND PAYMENT.** The Charges for the Exhibition shall be on a time and materials basis:

- (a) the Charges shall be calculated in accordance with the Organisation's standard fee rates, as set out in the Exhibition Information Pack;

The Organisation shall invoice the Exhibitor 28 days after the date of booking or before the Show opens, whichever is sooner.

continued on page 16 >

> **TERMS & CONDITIONS** continued from page 15

The Exhibitor shall pay each invoice submitted by the Organisation:

- (a) within 14 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Organisation, and time for payment shall be of the essence of the Contract.

All amounts payable by the Exhibitor under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Organisation to the Exhibitor, the Exhibitor shall, on receipt of a valid VAT invoice from the Organisation, pay to the Organisation such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

If the Exhibitor fails to make any payment due to the Organisation under the Contract by the due date for payment, then the Exhibitor shall pay interest on the overdue amount at the rate of 4% per cent per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Exhibitor shall pay the interest together with the overdue amount.

The Exhibitor shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Organisation may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Exhibitor against any amount payable by the Organisation to the Exhibitor.

17. INTELLECTUAL PROPERTY RIGHTS. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Organisation.

The Exhibitor acknowledges that, in respect of any third party Intellectual Property Rights, the Exhibitor's use of any such Intellectual Property Rights is conditional on the Organisation obtaining a written licence from the relevant licensor on such terms as will entitle the Organisation to license such rights to the Exhibitor.

All Organisation Materials are the exclusive property of the Organisation.

18. LIMITATION OF LIABILITY. Nothing in these Conditions shall limit or exclude the Organisation's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

Subject to clause this clause:

- (a) the Organisation shall under no circumstances whatever be liable to the Exhibitor, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Organisation's total liability to the Exhibitor in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise.

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 the Contract.

19. FORCE MAJEURE. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Organisation including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Organisation or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

The Organisation shall not be liable to the Exhibitor as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

If the Force Majeure Event prevents the Organisation from providing any of the Services for more than 4 weeks, the Organisation shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Exhibitor.

20. NOTICES.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].
- (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause (a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax [or e-mail], one Business Day after transmission.
- (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. SERVERANCE.

- (a) If any provision or part-provision of the 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 shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. WAIVER. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its 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.

23. THIRD PARTIES. A person who is not a party to the Contract shall not have any rights to enforce its terms.

24. VARIATION. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Organisation.

25. GOVERNING LAW. This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

26. JURISDICTION. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).