

The 28th Malawi International Trade Fair

20th May- 29th May 2016

“Achieving Competitiveness through Innovation”

Chichiri Trade Fair Grounds, Blantyre, Malawi – Tel: +265 1 871 988/813 Fax: +265 1 871 147

Email bookings: mccci@mccci.org – Website www.mccci.org

Application Form

(Deadline 29th April 2016)

Name of Exhibiting Company or Organisation

Manufacturer Service Provider Distributor NGO Trader/Wholesaler Government Other (Specify)

Products/Services to be exhibited at the Fair

(1)..... (2)..... (3)..... (4).....

Postal Address: City Country

Physical Address: City Country

Contact Person: Mobile:

Telephone: Fax:

E-Mail: Website

Participation Fees (Indicate Your Requirement in the table below)

Pavilion Location		CCC Hall	Ordinary Stands	Car Park Area	No. of pavilions
Foreign Exhibitors	Premium/sq. (US\$)	175			
	Standard/sq. m. (US\$)	150			
Local Exhibitors MCCCI Qualifying members	Premium/sq. m. (MK)	35,000			
	Standard/sq. m. (MK)	27,500	2,500	60,000	
Local Exhibitors MCCCI Non Qualifying Members	Premium/sq. m. (MK)	42,000			
	Standard/sq. m. (MK)	33,000	3,000	60,000	

Standard pavilions – CCC Hall = 9sq.m and Car Park Area = 12sq.m

50% deposit to be paid upon submission of this form and the 50% balance to be settled by 29th April, 2016.

Bank Details: (Applicant bears the bank charges. Please send us a copy of deposit or transmission slip)

A/c Name: **International Trade Fair** Bank name: **National Bank of Malawi**

A/c Type: **Current Account;** Service Centre: **Chichiri;**

A/c No.: **771791** Swift Code: **NBMAMWMW003**

Foreign Currency Denomination Account

A/c Name: **Malawi Confederation of Chambers of Commerce and Industry**

Name of Bank: **National Bank of Malawi**

A/c No.: **1001118338**

Currency: **United States Dollar (USD)**

SWIFT Code: **NBMAMWMW**

CCC Hall pavilions include: (i) Booth space with overhead lighting (iii) 1 chair & 1 table (v) Daily cleaning service

(ii) Air Condition

(iv) 220 – 240watts power outlet

Outdoor Stands include: (i) Electricity

(ii) Daily cleaning service

Terms and Conditions for participation in the 28th MITF apply, refer as attached

I/We have read and understood the terms and conditions for participation in this Fair and I/we undertake to abide by all of them.

SIGNATURE: **Date:**

RETURN TO: Malawi Confederation of Chambers of Commerce and Industry, Masauko
Chipembere Highway, Chichiri Trade Fair Grounds, Chamber House, P.O. Box
258, Blantyre, MALAWI.

Tel: + 265 (0) 1871813/988 **Fax:** + 265 (0) 1871147

E-mail: mccci@mccci.org **Website:** www.mccci.org

TERMS AND CONDITIONS FOR PARTICIPATION AT THE MALAWI INTERNATIONAL TRADE FAIR

The Malawi Confederation of Chambers of Commerce and Industry (MCCCI) organises the Malawi International Trade Fair pursuant to its objective of promoting trade. The annual event attracts exhibitors for various sectors of the economy in Malawi and abroad. Exhibitors are required to understand and comply with the Terms and Conditions for participation as contained hereunder.

1. APPLICATION FOR PARTICIPATION

- a. All applications for space for participation at the trade fair shall be made on the prescribed application form issued by MCCCI.
- b. The completed application form shall be submitted together with full payment to MCCCI to qualify for allocation of space not later than 29th April, 2016.
- c. On signature by the appropriate parties and compliance with terms stated on the application form the document shall become binding contract between the parties.

2. ALLOCATION OF FAIR SPACE

- a. MCCCI shall allocate space/stand/pavilion to each Exhibitor in accordance with its own classification or products/materials/services. MCCCI reserve the right to allocate available space, size on the fairgrounds entirely at its own discretion.
- b. MCCCI reserve the right to change the allocation of any Exhibitor without being liable for damages or compensation if circumstances call for such change and/or if the Exhibitor fails to take possession of his space/stand within the prescribed period.
- c. An Exhibitor who does not make the required payment within the prescribed period or fails to fulfill any or all of the conditions required for space allocation shall forfeit the space allocated and the right to participate

3. USE OF FAIR SPACE

- a. Exhibitors shall exhibit only the particular products, goods or materials or product group or type stated on their application form. Any later additions must be by the approval of MCCCI.
- b. Every exhibitor shall have his or her stand ready and all displays/merchandise completed before the opening day of the fair. Failure to do so would result in eviction without refund of any fees and compensation and the stand reallocated (refer Sect 2c).

4. SUB-LETTING OF FAIR SPACE.

- a. Exhibitors shall not sublet the space/stand/pavilion allocated to them to any third parties either wholly or in part without the written consent of MCCCI. The breach of this term would attract eviction from participation.

5. DAMAGE/DEFAACEMENT TO THE FAIR STRUCTURES/HALLS/ PROPERTY

- a. Exhibitors shall be liable for any damage to any structures including the Halls, buildings and stands and shall not paint or otherwise deface or alter or affix anything to the floors, ceilings, pillars or walls without the prior written consent of MCCCI.

6. CONSTRUCTION OF STANDS / PAVILIONS.

The Fair Grounds shall be open to Exhibitors at a date fixed by MCCCI for the purpose of the construction of their stands/Pavilions and the mounting of their various Exhibits, materials and products.

7. DISPOSAL OF PACKAGING MATERIALS

Exhibitors shall not store any hazardous materials or dispose of packaging materials in such a way and manner as shall constitute a nuisance or obstruct the free movement of persons and traffic or disfigure or endanger the environment.

8. ANTI-SOCIAL BEHAVIOUR

Exhibitors shall not engage in and shall not allow any part of their stands, pavilions or space allocated to them to be used for gambling, drinking, drugs, wrestling, boxing, dancing or any other activity of any antisocial behaviour. MCCCI's opinion should be sought and approval obtained in writing for proposed activities on the Fairgrounds which may offend MCCCI.

9. DISMANTLING OF PAVILIONS

- a. Exhibitors shall dismantle their stands/pavilions and vacate their allocated space not later than two (2) days after the closing of the fair.

10. METHOD OF PAYMENT

- a. All payments due to MCCCI for the allocation of space, charges for utilities and advertisements in the Trade Fair catalogue shall be paid in full by Bank Drafts or Bank Certified Drafts made payable to the Malawi Confederation of Chambers of Commerce and Industry.(MCCCI or a designated account)
- b. Payments by Local Exhibitors shall be made in Malawi Kwacha to the Malawi Confederation of Chambers of Commerce and Industry, National Bank of Malawi A/C No. 771791.
- c. Payments by all other foreign exhibitors shall be made in US Dollars to MCCCI, National Bank of Malawi, Chichiri Service Centre, Account Number 771791 SWIFT: NBMAMWMW003. Send a copy of deposit slip for direct deposits.

11. WITHDRAWAL BY EXHIBITOR

Without prejudice to the rights and remedies of MCCCI in respect of any breach of Contract on the part of any Exhibitor, MCCCI may, at their discretion, allow such Exhibitor to withdraw from participation subject to the following conditions:

- (i) The Exhibitor shall give to MCCCI written notice of his desire to withdraw from participation at the fair.
 - (ii) If the said withdrawal is accepted, the MCCCI shall convey their acceptance in writing to the affected Exhibitor.
 - (iii) The Exhibitors would be required to pay a penalty for such withdrawal. Refunds will only be processed one month after the Fair.
 - (iv) Such amount shall be that proportion of the stand rental refundable as specified below.
 - (v) Date of Receipt of Notice of Withdrawal Proportion of Value of Contract Refundable
1. Four weeks or more before the Fair...40% 2. Three weeks Before the Fair20% 3. Two weeks before the Fair..... Nil

12. BREACH OF CONTRACT BY EXHIBITOR

- a. In the event of default or failure on the part of the Exhibitor in observing or performing any of the provisions of the Contract or of the Terms and Conditions of this Prospectus, MCCCI shall have the right to terminate the Contract forthwith by notice in writing to such defaulting Exhibitor.

b. In the event of such termination mentioned in a) above all rentals paid by the defaulting Exhibitors shall be forfeited to MCCCCI. And the Exhibitor shall indemnify MCCCCI against all cost, losses, damage or expenses (including any consequential loss or damage) incurred as a result of such failure or default.

13. CHANGE OF DATE

a. MCCCCI reserve the right to change the date and duration of the trade fair if exceptional circumstances so demand and on due notification to the Exhibitors.

b. In the event of such change as stated in a) above all contracts and/or other Agreement for participation shall remain in force and the Exhibitors shall not be entitled to any claim for damages or compensation for such change.

14. CANCELLATION/POSTPONEMENT OF TRADE FAIR.

a. MCCCCI shall not be liable for any loss or damages sustained by any Exhibitor, Participant or Contractor or any other persons for the cancellation or postponement of the trade fair or the reduction of the advertised duration of the Fair as a result of.

(i) Force majeure (ii) Acts of War, military activity, political/civil unrest, disturbance or riots. (iii) Legislation by Government of Malawi. (iv) Fire, flood, tempest, excessively inclement weather, storms, earthquake (v) Damage caused by an aerial object or aircraft

b. In the event of the cancellation or postponement of the Fair as a result of any or a combination of the events stated above 25% of the payments made by Exhibitors may be refunded by MCCCCI.

15. CONSTRUCTION OF STANDS / PAVILIONS BY EXHIBITORS

a. Subject to approval, Exhibitors may be granted permission by the MCCCCI to construct, and set up their Stands/Pavilions or shell schemes themselves provided they follow laid down procedures and designs as communicated from time to time by MCCCCI.

b. Before commencing such construction the Exhibitor must have a confirmed space allocation and must also submit the drawings for the proposed construction for necessary approval in writing by MCCCCI or their designated agents.

Terms and Conditions for MITF Participation

c. The Exhibitors shall be liable for any damage caused to neighbouring or other Exhibitors, common property or Visitors by such Exhibitor or their servants or agents during such construction.

d. The construction, furnishing and decoration of all stands/pavilions or shell scheme stands, must be completed by 6.00 pm. three (3) days before the official opening day of the fair.

e. Any Exhibitor whose constructed stand extends beyond the space paid for and approved for such Exhibitor, shall be liable to pay a penalty of an amount equal to double the cost of such additional space.

16. MOVEMENT OF EXHIBITS

a. Exhibitors shall be responsible for the cost of transporting their Exhibits to the Fair grounds and shall also be responsible for the cost of dismantling and removing them at the end of the Fair.

b. Movement of vehicles and off-loading of Exhibits/goods shall not be allowed during the hours of the Fair (i.e. 9.00 a.m. – 4.30 p.m.) throughout the duration of the fair.

c. Exhibitors shall remove all Exhibits/goods from the Fair grounds within two (2) days of the end of the Fair failing which they shall be liable to indemnify MCCCCI in the sum of Ten Thousand Kwacha (MK10,000) per day for everyday for which they are in breach of the period of grace.

17. SECURITY

a. All reasonable security precautions shall be taken by MCCCCI during the duration of the Fair for the safety and protection of Exhibitors and Visitors to the Fair.

b. Exhibitors shall however be responsible for the security of their stands/pavilions exhibits and goods and MCCCCI shall not be held liable for any loss, or theft or damage to such Exhibits/goods before, during or after the Fair.

c. In order to ensure adequate security for all persons, Exhibitors, Visitors and MCCCCI, including their Contractors and Agents, the driving of any vehicles within the Fair grounds is not allowed as well as the parking of vehicles at un-approved Car Parks on the Fair grounds between the hours of 9.30 a.m. and 4.30 p.m. daily throughout the duration of the Fair. The person who contravenes the rule shall be liable to pay a fine of K 2,500.00 for each contravention committed.

18. FIRE AND SAFETY REGULATIONS

a. Fire Service Personnel shall patrol the Fair grounds and would be authorized to limit or stop any demonstration by any Exhibitor that in their estimation could be a potential fire hazard.

b. All Exhibitors shall be required to provide Fire Extinguishers and other fire prevention equipment at their stands/pavilions.

19. INSURANCE.

a. All Exhibitors shall maintain an additional and appropriate policy of insurance to cover their products as well as their participation at the fair and shall indemnify MCCCCI against all costs, claims, demands and expenses to which they may be subject as a result of any loss or damage, claim or injury occurring or arising to any persons, goods or structures however caused in the duration of the Fair. For this purpose the clause, "the duration of the fair" shall include the period before the actual official commencement of the fair, when

stands, pavilions and structures are being erected and Exhibits mounted and the period after the official closing when Stands, Pavilions and all structures are being dismantled and Exhibits removed.

20. PROHIBITED AND UNDESIRABLE EXHIBITS

a. MCCCCI absolutely prohibits the display or sale of the under-listed items during the fair: (i) Explosives and inflammable materials (ii) Firearms and ammunitions (iii) Radioactive products and materials (iv) Wildlife and dangerous animals (v) Pornographic or offensive materials (vi) Chemicals of a toxic or hazardous nature.

b. Any Exhibitor wishing to use or demonstrate with petrol, fuel oil, paraffin, ethyl alcohol, acetylene, or any other combustible materials or operate any machine/equipment that may cause or is likely to cause explosions and/or fire outbreaks, shall be required to obtain the approval in writing of the Officials of the Blantyre City Assembly Fire Brigade present on the Fair grounds.

c. Demonstrations by Exhibitors with heavy moving machinery or equipment shall be undertaken only at agreed intervals and a specified area stipulated by MCCCCI.

21. MOBILE EXHIBITORS/HAWKERS

a. Mobile Exhibitors, Hawkers, vagrants, itinerant traders, beggar etc shall not be allowed within the Fair Grounds during the trade fair

b. Such goods shall be confiscated.

22. SALE OF EXHIBITS.

a. Exhibitors may sell their Exhibits/Goods at the Fair grounds subject to the Malawi Revenue Authority Regulations. b. The sale of Exhibits/goods shall be confined to each Exhibitor's stand/pavilion only. c. Exhibitors who violate this provision shall be evicted from the fair.

23. IMPORTATION/RE-EXPORTATION OF EXHIBITS

The full list of exhibits imported for the fair showing description, quantity, weight and CIF value must be prepared and shown to the Malawi Revenue Authority at the entry point.

All Exhibits imported for the fair may be admitted under "TEMPORARY IMPORTATION REGULATION". All packages and documents must be boldly marked or labelled "27TH MALAWI INTERNATIONAL TRADE FAIR", failure of which goods will be transferred to a warehouse and auctioned.

Exhibits at the warehouse shall attract Economic Rent after one (1) week after the end of the fair.

24. CONSIGNMENT OF EXHIBITS

Exhibitors are advised to consign their exhibits to the following address: MALAWI CONFEDERATION OF CHAMBERS OF COMMERCE AND INDUSTRY P.O. BOX 258 BLANTYRE 27th MALAWI INTERNATIONAL TRADE FAIR TEL: +265 1 871 988 Fax: +265 1 871 147

25. CAR STICKERS AND EXHIBITORS' PASSES

a) Each Stand is entitled to 1 car sticker and three (3) passes for stand managers. b) Please, submit two (2) passport size photos for each of the three stand managers together with your Application Form c) Additional Pass costs K750.00 per day d) Additional Car Sticker costs K500.00 per day e) Entrance Ticket cost K500.00 per day and K250.00 for school children accompanied by their teachers.

Please note that a Car Sticker admits a car and the driver to the General Fair grounds car park. Each passenger in the car passing through the official gate of the exhibition must possess an Entry Ticket/Gate Pass. Failure, the passenger must pay the appropriate Gate Fee.

26. SUPPLEMENTARY CLAUSES

The MCCCCI reserve the right as and when necessary to issue supplementary regulations in addition to those in each contract made between the Exhibitors and the MCCCCI as well as these Terms and Conditions for Participation.

27. DISPUTES/DIFFERENCES AND INTERPRETATIONS

Any dispute, difference, or question which may arise between the MCCCCI and any Exhibitor touching upon the true construction of the Contract made between the parties and or these Terms and Conditions for Participation or the rights and liabilities of the parties shall be decided by the Planning Committee. Similarly for the purpose of interpretation of the foregoing Terms and Conditions/individual clauses contained therein, the MCCCCI interpretation shall be final.

28. Further information about the Fair and Payments can be obtained from: Head, Membership Services & Communication Malawi Confederation of Chambers of Commerce and Industry (MCCCCI) P.O. Box 258, BLANTYRE, MALAWI Email: mcccci@mcccci.org Website: www.mcccci.org

NB. All Exhibitors should note that No Vehicle will be allowed to park around the Exhibition Halls.

All Exhibitors are requested to park at the designated Car park.