

# 59th MD308 LIONS CONVENTION

## APPLICATION FOR LICENCE FOR USE OF EXHIBITION SPACE FROM 23<sup>rd</sup> APRIL 2021 TO 26<sup>th</sup> April 2021

The Lions 59<sup>th</sup> Multiple District Lions Convention will be held at Kingwood Hotel, Sibü (“the Venue”) from 23<sup>rd</sup> April to 26<sup>th</sup> April 2021.

A Convention Bazaar will be organized from 23<sup>rd</sup> April to 26<sup>th</sup> April 2021.

The COC and the Bazaar Committee of the 59<sup>th</sup> MD308 Lions Convention (“Bazaar Committee”) are now inviting applications from all Lions Clubs, Lions and friends interested in running or operating a Bazaar tablespace at the 59<sup>th</sup> MD308 Lions Convention.

Bazaar tablespaces will be available at the following locations at the Venue:

FOYER ON THE 5TH FLOOR AT KINGWOOD HOTEL

(Collectively, “the Exhibition Spaces”)

### 1. Definitions and Operating Hours

“Applicant” includes the applicant’s member(s), nominee(s), licensees, agents, stallholder and assigns etc.

### 3.5 DAYS (23<sup>rd</sup> April to 26<sup>th</sup> April 2021)

Date	Operating hours	Fee
23 <sup>rd</sup> to 25 <sup>th</sup> April 2021	8.30am to 6pm	RM600 for the use of one (1) tablespace. (For MD 308 Lions) (Each table measures 6’ x 1.5’)
26 <sup>th</sup> April 2021	8.30am to 1pm	

### 2. Applications

All applications submitted for consideration must be accompanied by a cheque for the applicable Fee stipulated above issued in **Ringgit Malaysia** in favor of “**59<sup>th</sup> MD308 Lions Convention**” and payments must be received no later than **28th February 2021**

### 3. Approvals of the Bazaar Committee and COC

All applications are subject to the prior approval of the COC and Bazaar Committee. All monies paid will be fully refunded to unsuccessful applicants. The Bazaar Committee shall, at such time as they deem fit, inform the Applicant(s) of the outcome of their application.

#### **4. Allocation of Exhibition Table Space**

- 4.1 The COC shall allocate Exhibition Table Space strictly on a “first come, first served” basis being first to pay first to choose and at the absolute discretion of the Bazaar Committee. The COC reserves the right to and may at any time change the allocated space from which the successful Applicant is entitled to trade under this application to another Exhibition tablespace of comparable size at the Venue without having to assign any reasons or explanations for its decision.
- 4.2 Electrical supply to the booth of the allocated Exhibition Table Space, where required, is subject to the consent of Hotel Management and COC/Bazaar Committee. All requirements for electrical supply must be notified earlier in writing at the time of this application being made and may be subject to the payment of the requisite fees, if any.

#### **5. Applicant/Stallholder’s Obligations**

- 5.1 Not to sell or display for sale any merchandise from the allocated Exhibition Space other than the Goods or goods as may be approved by the Hotel Management/ COC/Bazaar Committee and not to offer the Goods for sale from any passageway or other place outside the limits of the allocated Exhibition Space.
- 5.2 To keep the allocated Exhibition Space open for sale of the Goods during the Operating Hours.
- 5.3 To keep the allocated Exhibition Space and in conjunction with neighboring stallholders the passageway adjoining it clean and tidy at all times and to dispose of refuse in suitable bin receptacles.
- 5.4 Not to cause damage to or deface any property at the Venue irrespective of whomsoever it belongs to.
- 5.5 Not at any time to block any driveways, passageways or other areas giving access to the Venue and to load and unload the Goods only at such areas and times designated by the COC and/or the Hotel Management.
- 5.6 To promptly remove the Goods from and vacate the Venue at the end of the Operating Hours of each day and leave the allocated Exhibition Booth clean and in good repair and having repaired and made good any damage occasioned to it during the Applicant’s occupation.
- 5.7 Not to impede in any way the officers, servants or agents of the COC and/or the Kingwood Hotel in the exercise by them of their rights of possession and control of the allocated Exhibition Spaces and the Venue and to give all reasonable assistance and facilities to them for the alteration at any time of the layout or decoration of the Venue and Exhibition Table Space.
- 5.8 Not to cause nuisance or inconvenience to other stallholders or customers at the Venue.
- 5.9 Not to sell, offer to sell, hire or offer for hire any article or object which may infringe on the intellectual property rights of any third party (such as copyrights, trademarks and patents) and upon such claim being made to the COC by such third parties as a result of any infringement of

such rights by the Applicant, to wholly indemnify the COC and or the Bazaar Committee from such claims.

- 5.10 To observe and comply with all terms and conditions set out herein including without any limitation all rules, regulations or orders issued or given by Kingwood Hotel and/or the COC/or Bazaar Committee from time to time regarding the Venue, Exhibition Spaces.
- 5.11 Not to bring into or place or store in the Venue or the allocated Exhibition Spaces anything which is or may become dangerous, nor carry out hazardous acts which might impair the legal effect of the insurance policies for the Venue.

## **6. Loss or Damage to Goods**

- 6.1 No responsibility whatever shall in any circumstances fall upon the Lions Clubs International Multiple District 308 and the COC and/Bazaar Committee and their Sub-Committee members for the safety of or for any loss or damage however caused to any Goods or other property of the Applicant including those caused by any act or omission or negligence on the part of the COC and/Bazaar Committee representatives, its servants or agents nor does the Applicant have any claims against Lions Clubs International Multiple District 308 and the COC and/Bazaar Committee and their Sub-Committee members for stoppage of, or interruption or fluctuation in, the provision of any services.
- 6.2 The Applicant shall be solely responsible for all insurances both for their safety and for all such loss or damage however caused including all direct or consequential loss or damage and notwithstanding such loss or damage may be due to or arise out of any defect in the Venue or the allocated Exhibition Space or the neglect or default of the Lions Clubs International Multiple District 308 and the COC and/Bazaar Committee and their Sub-Committee members COC, or its servants or agents.
- 6.3 Without affecting the generality of this clause 6, the Applicant further hereby agrees to indemnify and keep the COC and Bazaar Committee safe against any claim by the Applicant's member(s), nominee(s), licensees, agents, stallholder, assigns and all third parties (including members of public) for all claims whatsoever and howsoever arising including claims arising out of personal injuries suffered or death caused by the Applicant, their servant or agents.

## **7. Payment Mode**

### **Local Vendors**

- Local cheque made payable to **"59<sup>th</sup> MD 308 Lions Convention"**
- Contact Treasurer Jamie Tiew at 019 819 5555 or [jamietiew@gmail.com](mailto:jamietiew@gmail.com)

### **Foreign Vendors**

- Telegraph Transfer, in Ringgit Malaysia

Bank:            Maybank

Address: Sibü Central Branch, Lot 645, 646 & 647, Block 6, Jalan Kampong Nyabor,  
96000 Sibü, Sarawak  
A/c Name: 59TH MD 308 LIONS CONVENTION  
A/c No. 5610-5124-6535  
Swift Code: MBBEMYKL

- Please indicate “**Bazaar Stall Applicant/Company Name**” when payment is made
- All bank charges to be paid by the party making the registration.

## **8. Termination**

The COC may, without notice, terminate the Applicant’s license to sell the Goods from the allocated Exhibition tablespace immediately if:-

- 8.1 The Applicant is in breach of the terms and conditions of this application.
- 8.2 The COC and its Bazaar Committee reasonably considers that the Applicant is carrying on business in a manner prejudicial to the business of the other stallholders at the Venue or of such a standard that it detracts from the character and/or quality of the Venue and the business of the other stallholders.
- 8.3 Kingwood Hotel Management refuses consent to the granting of this license or subsequently requires its termination or lawfully requires possession of the Venue.
- 8.4 Any local authority lawfully requires the COC to terminate this license or the sale of the Goods from the allocated Exhibition tablespaces or the COC is required to close the Venue for trading.
- 8.5 The 59<sup>th</sup> MD 308 Convention 2021 is postponed or cancelled for any reason whatsoever.

In the event of the Applicant’s license is terminated for one or more reasons as stated above, the COC shall have the full absolute discretion to determine and decide whether a refund of the Fee is warranted and if so, whether in full or in part. It is expressly agreed that the decision of the COC and Bazaar Committee shall be binding on the Applicant and no objections shall be entertained.

## **9. Binding Contract**

- 9.1 Upon the acceptance of the Application in the prescribed form and upon the payment of the requisite Fee, a contract is thereby constituted between the parties upon the terms and conditions herein contained and no further contract or agreement is required to be entered into between the parties.

## **10. Third Parties**

- 10.1 For the avoidance of doubt, any person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) or any subsequent amendment thereto to enforce any term of this Contract. Notwithstanding any term of this Contract, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of this Contract by the COC and or the Bazaar Committee.

## 11. Governing Law

11.1 The validity, interpretation and enforcement of this Contract and all rights, remedies, powers, obligations and liabilities hereunder shall be governed by the Laws of the Malaysia. The parties herein submit themselves to the jurisdiction of the Courts of Malaysia.

References:

MD308 Lions Convention	Multiple District 308 Lions Convention
Hotel Management	The Management of Kingwood Hotel
COC	Convention Organising Committee of the 59 <sup>th</sup> MD 308 Lions Convention 2021
Goods	Products or merchandise to be sold as indicated by the Applicant in the application form.

**APPLICATIONS FOR LICENCE FOR USE OF EXHIBITION TABLE SPACE AT KINGWOOD HOTEL FOR 59<sup>TH</sup> MULTIPLE DISTRICT 308 LIONS CONVENTION 2021 SIBU**

**DATED 23<sup>RD</sup> APRIL - 26<sup>TH</sup> APRIL 2021**

**(\*This application is subject to approval and confirmation and we will inform you upon approval)**

We are pleased to submit our application for a licence for use of an Exhibition Tablespace/s and hereby accept the terms and conditions set out hereinabove in details:-

**5TH FLOOR FOYER 3.5 DAYS FROM 23<sup>RD</sup> April - 26<sup>th</sup> 2021**

**Operating Hours for 23<sup>rd</sup> - 25<sup>th</sup> APRIL 2021 is 8.30am to 6pm**

**\*26th APRIL 2021 is 8.30am to 1pm**

Number of Exhibition tablespace(s)	:	
<b>Cost for 3.5 days at RM600 per table space 6'x 1.5'table</b>	:	
Goods to be sold	:	

Dates	:
Company Name	:
Lions/Lioness Club	:
Contact Person	:
Mobile	Office :
Email Address	:
Electrical supply required	:
Storage Required	:
Mailing Address	:
Others :	:

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Signature of Applicant or authorized representative

Name of Applicant :

NRIC No. :

**Bazaar Main Committees Contacts:**

Chairperson Andrew Wong (HP: 012 848 1311)

Email : [wongnc88@gmail.com](mailto:wongnc88@gmail.com)

Convention Treasurer (HP: 019 819 5555)

Email: [jamietiew@gmail.com](mailto:jamietiew@gmail.com)

**FOR OFFICIAL USE:**

ACCEPTED / REJECTED

Number of Exhibition Tablespace(s) Given :

Exhibition Table Space Number

COC's and/or Bazaar Committee Authorised Signatories