

LICENCE CONDITIONS FOR USE OF EXHIBITION SPACE AT THE MICHAEL JOSEPH CENTRE

1. DEFINITIONS

(a) "Agreement" means the Application Form, the terms and conditions and any agreed upon schedules;

(b) "Application Form" means the Exhibitor's request for exhibition space at the Michael Joseph Centre through the completion of the form overleaf or by completing an online application form;

(c) "Centre" means the Michael Joseph Centre.

(d) "The Event organizer/Exhibitor" or "You" shall mean the company, organisation or individual that is the signatory to this Agreement and includes all employees or agents of such.

2. ACCEPTANCE OF TERMS:

By completing and submitting the application form overleaf you confirm that you have read, understood and accepted the terms and conditions set out in this document. No telephone, fax or email request confirms final booking of the space until this form is received at the Centre.

3. LICENCE:

Safaricom hereby licenses to you space for the event/exhibition identified in the Application Form. The form must be accompanied with the deposit in full.

4. COVER CHARGE:

The Event Organizer/Exhibitor shall pay Safaricom a cover charge of Kenya Shillings Ten Thousand (Kshs. 10,000). The charge shall be payable one (1) week prior to the Event. If the payment is not received, Safaricom reserves the right to cancel the space booking or to the rent the space to another Event Organizer/Exhibitor. This amount paid shall be paid towards Safaricom's charity of choice.

5. APPROVAL OF DISPLAYS:

All merchandise and displays will be subject to Safaricom's approval. Sample merchandise or displays will be submitted one week prior to the event for approval. Safaricom reserves the right to cancel a reservation prior to an exhibition or require alteration, replacement, and/or removal of any merchandise, product, activity or exhibit from a show which Safaricom in its sole discretion deems to be detrimental to Safaricom's image and reputation.

6. ASSIGNMENT OF SPACE:

Safaricom reserves the right to assign all space locations and make space assignment changes prior to the event/exhibition opening as may become necessary to be consistent with Safaricom's needs and good event/exhibition management procedures.

7. SECURITY:

Safaricom will exercise all reasonable diligence in protecting the property of the Event Organizer/Exhibitor. However, Safaricom is not responsible or liable for any theft, loss or damage of the Event Organizer's/Exhibitor's property.

For all events with guests above 200 , the Event/Organizer/Exhibitor shall be responsible for any additional security at their own cost to ensure the safety of all persons and equipment at the Centre including not limited to engagement of fire, first aid and private security personnel.

8. CAR PARKING:

Safaricom shall not be responsible for any damage or loss to vehicles parked including loss of any property from the vehicles while parked at Safaricom House. All parking instructions should be strictly observed.

9. NO WARRANTIES:

The exhibition space is provided as is and Safaricom makes no representations or warranties as to fitness for purpose. The space capacity holds 250 people maximum for theatre setup. For exhibitions and cocktail set ups, the space hosts 200 people.

10. SET UP:

The Event Organizer/Exhibitor agrees to have its set up, complete and clean, at least thirty minutes prior to the beginning of each event and for exhibitions, to keep the exhibition open during the agreed exhibition hours set out in the Application Form.

11. USE OF EXHIBITION SPACE:

(a) The Exhibitor agrees to keep the exhibition within the boundaries of the space licensed and arrange the exhibit in such a way as to avoid interference with other events.

(b) The Exhibitor accepts total responsibility for his/her exhibit and its safety and agrees to conduct his/her activities on the exhibition premises so as not to endanger any person lawfully thereon. Safaricom shall have no responsibility for damages to the exhibit caused by fire, robbery, accident or any other destructive cause. The Exhibitor also accepts total responsibility for any and all injuries to the Exhibitor, officers, agents, employees, or other

representatives while they are on the exhibition premises and for any injuries to other persons that may occur within the confines of the exhibit, or which are caused in whole or part by the Exhibitor's products or exhibit or by the Exhibitor, his/her family, officers, agents, employees, or other representatives. The Event Organizer/Exhibitor will be required to obtain comprehensive insurance for the exhibited items and their own staff members. Where necessary Safaricom may require that the Exhibitor obtain insurance for the event.

(c) No demonstration, promotion, or advertising shall be permitted outside of the Exhibitor's assigned exhibit space and the Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the Centre.

12. HEALTH & SAFETY

The Event Organizer/Exhibitor shall comply with all Safaricom Health & Safety Procedures and all applicable laws on health and safety.

13. COPYRIGHTS, LICENSED AND PATENTED MATERIAL

(a) If required the Event Organizer/Exhibitor shall provide two weeks prior to the event any required Licenses, authorisations including the MCSK or other Collecting Societies' licenses.

(b) The Event Organizer/Exhibitor assumes all responsibility for the demonstration, use or reproduction of any and all copyrighted, licensed, or patented materials including, but not limited to, music, video, or printed matter which may be protected under the Kenya Copyright Act. The Event Organizer/Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.

(c) It is understood that by staging an event/exhibiting at the Centre the Event Organizer/Exhibitor authorizes Safaricom, to photograph and reproduce in any media images of the event for non-commercial purposes including promoting the Michael Joseph Centre, for archival and other non-commercial activities.

14. INDEMNITY:

The Event Organizer/Exhibitor agrees to indemnify and hold harmless Safaricom, from and against all losses, damages, claims, costs and expenses including reasonable legal costs incurred by Safaricom pursuant to any breach or non-observance by the Event Organizer/Exhibitor of any of its obligations or representations under this Agreement.

15. LIMITATION:

In no event shall Safaricom be liable for loss of profits, business or any other damage to the Event Organizer/Exhibitor through cancellation of a reservation or termination of this Agreement by Safaricom.

16. VARIATION:

It is mutually agreed that no amendments, alterations or variations of this agreement shall be valid unless made in writing and signed by both parties.

17. GOVERNING LAW:

The construction, validity and performance of this Agreement shall be governed in all respects by the Laws of Kenya.

CATERERS RULES AND REGULATIONS

These rules are to be followed by both the Event Organizer/Exhibitor as well as the Caterer.

- Seek Safaricom approval prior to the sale or service to serve alcoholic beverages. Sale or service of alcohol to minors is strictly prohibited in the Michael Joseph Centre.
- Caterer and Event Organizer/Exhibitor shall leave the Centre clean and tidy after the event.
- Caterer is responsible for any damage in the Centre or any property availed for the event.
- Use of cooking gas or alternative energy sources other than power, needs to be approved by Safaricom.
- Caterer and Event Organizer/Exhibitor must ensure that all statutory conditions for hygiene and health, quality of food, uniforms etc are complied with. All health certificates must be obtained prior to rendering of services in the event.
- Caterer shall abide by reasonable timings in that the Centre would be available between the hours of 6.00am and 10.00pm.
- Caterer should have his staff properly insured.
- Safaricom will not be responsible for any injuries etc. suffered by the Caterer's employees whether term or permanent. Caterer shall have his/her employees properly insured.
- The decorator shall comply with all Safaricom Health & Safety Procedures and all applicable laws on health and safety.
- These Rules and Regulations are subject to change without prior notice.

CONTACT DETAILS OF CATERER:

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

NO. OF STAFF ATTENDING: _____

SIGNATURE OF CATER: _____

DATE: _____

SIGNATURE OF EVENT ORGANIZER: _____

DATE: _____

DATE OF FUNCTION: _____

NAME OF FUNCTION: _____

DECORATORS RULES AND REGULATIONS

Decorator shall abide by the following rules and regulations:

- Masking tapes or other adhesives, and hooks are strictly prohibited on walls and ceilings.
- Decorations to be hung from the ceilings are strictly prohibited.
- Stages – Approval must be sought to bring in externally sought stages.
- Electricity – Power for video, photography, extra lighting or PA systems are to be drawn from the power points provided. Un-insulated wiring will not be permitted. Safaricom Electrician is to verify electrical instruments to be used within the Centre at least the day before the Event.
- In case there is use of any candles or machines that emit smoke or naked flames, this must be communicated to Safaricom prior to set up.
- All décor must be removed from the premises immediately after the event and the Centre must be left clean. In the event they are left behind or stored, Safaricom will not be held responsible for loss or damage to the decorator's property.
- In the event, any damage occurs whilst decorator is setting up or down, the Event Organizer will be held responsible.
- Decorator should have his staff properly insured.
- Safaricom will not be responsible for any injuries etc. suffered by the Decorator's employees whether term or permanent. Caterer shall have his/her employees properly insured.
- The decorator shall comply with all Safaricom Health & Safety Procedures and all applicable laws on health and safety.
- These Rules and Regulations are subject to change without prior notice.

CONTACT DETAILS OF DECORATOR:

NAME: _____

ADDRESS: _____

TEL: _____

EMAIL: _____

NO OF STAFF MEMBERS ATTENDING: _____

SIGNATURE OF DECORATOR: _____

DATE: _____

SIGNATURE OF EVENT ORGANIZER: _____

DATE: _____

DATE OF FUNCTION: _____

NAME OF FUNCTION: _____