



PRIMROSE MANAGEMENT LIMITED

Prestige Plaza, Ngong Road
P.O. Box 45425 - 00100
Nairobi, Kenya

Tel: 254 020 3878057
Fax: 254 020 3874551

Cell: 0710 602 246
Cell: 0735 602 246



Email: info@prestigeplaza.co.ke

TERMS AND CONDITIONS OF HIRE

THE PRESTIGE PALM

CONFERENCE & BANQUET HALL

1. DEFINITIONS

- 1.1. "PML" means Primrose Management Limited;
- 1.2. "Event" means the event which is the subject of the Venue Hire Agreement;
- 1.3. "Hirer" means the legal or natural person primarily responsible for the submission to PML of the Venue Hire Agreement;
- 1.4. "Booking Form" means the form submitted to PML in a layout required by PML containing details, dates and times of the proposed activities at the Venue;
- 1.5. "Venue Hire Agreement" means the Agreement submitted to the Hirer containing details, dates and times of the proposed activities at the Venue for which PML's permission is sought and to which PML has agreed to;
- 1.6. "Fee" means a fee to be agreed in writing between PML and the Hirer and to be paid with any applicable VAT by the Hirer to PML as consideration for permission to hold the Event at the Venue and for any ancillary services to be provided by PML;
- 1.7. "Guests" means all persons attending the Event at the Venue, including any employees, sub-contractors and/or agents of the Hirer;
- 1.8. "Venue" means the Prestige Palm Conference & Banquet Hall and/or areas identified by PML to the Hirer within the Venue Hire Agreement for the purposes of the Event;
- 1.9. "Building" means the Shopping Mall known as Prestige Plaza comprising of a supermarket, shops, offices, food court and restaurants, cinema-houses and conference hall with car parking areas and the usual conveniences connected thereto;
- 1.10. "Duty Manager" means the employee/s or agents of PML designated to manage/supervise the Event;

2. BOOKING PROCEDURES:

- 2.1. No booking will be deemed confirmed until PML has received:
 - 2.1.1. A completed Booking Form;

- 2.1.2 A signed copy of the Venue Hire Terms & Conditions acknowledging that the Hirer has accepted them;
- 2.1.3 A completed and signed Venue Hire Agreement from the Hirer;
- 2.1.4. A 50% Deposit of the Hire Charge;
- 2.1.5 An additional refundable Security Deposit of Kshs. 25,000/- per event.
- 2.2. PML expressly reserves the right to review its Hire fees and charges without notice at any time and apply the new rate to any booking, current or future. However once a deposit is paid against an invoice no revision to fees will occur unless the Conditions of hire are altered.
- 2.3. The additional refundable security deposit will be held by PML as security for any damages that may arise from the event. Should there be no damages or breach of contract suffered by PML (within the sole discretion of PML), the deposit will be refundable without interest within 14 days after the event. The deposit will be retained for the following reasons but not limited to:
 - o Damage to the Venue or any other areas of the building;
 - o Not clearing the Venue on time as agreed in writing with PML;
 - o If the Hirer, its sub-contractors and/or its guests do not adhere to the rules as stipulated in this Terms and Conditions of Hire.
- 2.4. The Hire Fee is payable in full seven (7) days prior to the event failing which the event will be cancelled.
- 2.5. If a booking is made less than one calendar month prior to the Event date then all fees will be due immediately upon booking.
- 2.6. All fees and charges referred to are exclusive of and net of any taxes, duties and/or levies imposed by any Local Government authority including but not limited to any VAT and/or transactions tax currently in force or introduced after execution of this Venue Hire Agreement.
- 2.7. All payments are to be made to Primrose Management Limited. A VAT invoice and receipt will be issued upon payment which shall be retained by the Hirer.
- 2.8. The Venue is hired on these Terms and Conditions, and the payment and the issue of any receipt or confirmation of hire shall be deemed to be an acknowledgment and acceptance by such person of the Conditions herein contained.
- 2.9. The Hirer agrees to comply with all licensing requirements of the Local Government Act and any other relevant act, by-laws, rules or regulations, and shall be liable for any breach of any such acts, by-laws, rules or regulations.

3. VENUE ACCESS

- 3.1. The Hirer, and its Guests will be permitted to enter the Venue on two occasions prior to the day of the Event for the purpose of making any operational

procedures, special requests, planning investigations necessary for the smooth running of the Event, at such dates and times as shall be agreed in advance with PML. All role players should be present to be involved in the process. The following items may need to be covered in this meeting:

- Security arrangements
- Seating arrangements
- Event times – Set up, Main Event and Tear down
- Furniture Requirements
- Any other logistics

- 3.2. All areas or room(s) within the Venue to which the Hirer has been granted access, will be detailed on the Venue Hire Agreement. Use of the agreed areas or room(s) does not imply any right to use any other part of the building, for deliveries, storage or any other access except where PML has agreed to such use. If this occurs PML will charge additional charges to the Hirer accordingly.
- 3.3. The Hirer must arrive and vacate by the agreed time, as stated on the Venue Hire Agreement. Failure to adhere to the agreed times may incur additional charges. In the event of unauthorized overrunning (after initial verbal warning from the Duty Manager) the Duty Manager reserves the right to interrupt the Event, disconnect the power supply and exclude hirer and third parties from the Venue with or without the assistance of security. If this occurs PML will charge additional charges to the Hirer accordingly.
- 3.4. The Venue shall at all times be under the exclusive control of PML and reserves the right to impose any terms and Conditions in addition to those contained herein, as it may deem necessary from time to time, in order to ensure that the rights of other visitors to the Building, and its rules and regulations are respected.
- 3.5. The Hirer must ensure that the Venue and furniture provided are returned to PML in the same good order and condition in which they were found. The Hirer shall be responsible for leaving the Venue clean and tidy at the conclusion of the hiring. PML may carry out at the expense of the Hirer such cleaning or other works as may be required to restore the Venue to a satisfactory condition.
- 3.6. Excepting fair wear and tear, the Hirer shall be liable to PML for any damage to the Venue or any fittings, equipment, furniture, or other property therein, which occurs during the period of the hiring.
- 3.7. PML may employ, on behalf of and at the expense of the Hirer, security guards and other staff as it thinks necessary.

4. EQUIPMENT, SET UP, TEAR DOWN & SUB-CONTRACTORS

- 4.1. The Hirer must observe the timings for setup, main event and tear down referred to in the Venue Hire Agreement.

- 4.2 No equipment is to be delivered to the Venue without the prior agreement of PML. PML reserves the right to refuse the delivery of equipment if it is considered dangerous or harmful to the building and contents or to its employees, agents or guests.
- 4.3 No setting up or dismantling of any equipment shall be carried out by the Hirer except in the presence of the Duty Manager who is authorized to supervise such activities.
- 4.4 Smoking, smoke machines, naked flame (candles), animals or helium balloons or paper confetti are not permitted within the Venue.
- 4.5 Any goods, equipment, properties or materials brought in for set up purposes by or on behalf of the Hirer, are the responsibility of the Hirer. PML accepts no responsibility for damage or loss of goods or materials left at the Venue prior to, during or after the event. All deliveries or collections for events must be arranged with and approved by PML prior to delivery or collection.
- 4.6 The Hirer must ensure that any equipment brought onto the Venue are free standing, and that all drapes and soft settings and props are fireproof. PML reserves the right to refuse the use of any equipment or props that does not meet its standards.
- 4.7 Signs, banners and decorations connected with the event must be approved by PML prior to the event. No nails, screws, adhesives or fastenings may be driven into or attached to the walls, doors, windows, floors, furniture, fittings and equipment without the express consent of PML. Please use existing fixings to fasten the equipment or material.
- 4.8 All sound, electrical and lighting requirements must be approved by PML prior to the event. Interference with, or alteration of any of the electrical installations, lighting, sound systems, or other property is prohibited. The Hirer must not handle, cover or endanger PML's property.
- 4.9 The setup and arrangement of the Venue remains the Hirer's responsibility.
- 4.10 PML will take appropriate measures, within its control, to supply existing lights and furniture in good working order. The Hirer agrees to use the equipment belonging to PML at the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Hirer.
- 4.11 All PML Property will be inventoried prior to Hirer access and a Hirer signed copy of this inventory must be provided prior to the start of the Event. Any losses incurred due to inventory found to be missing or damaged will be charged to the Hirer and/or recovered from the Security Deposit.
- 4.12 All furniture and equipment that has been inventoried may not be transferred between rooms/areas without prior agreement of PML.

- 4.13 PML does not provide any music or PA system and there are limitations to amplified sound. The Hirer's arrangements for sound should be discussed with and approved by PML. All sounds both amplified and unamplified must be restricted to the inside of the Main Hall only. Under no circumstances may the PA speakers be directed to or placed on the outside of the Venue. The Hirer must maintain the sound or any noise within an acceptable volume that does not cause disruption or disturbance to the surrounding or neighboring areas. The acceptable volume is up to 35 decibels. Any request by PML for sound volume levels to be reduced must be complied with. If in the opinion of PML the pre agreed noise levels are exceeded, the event will be cancelled and the full deposit will be retained.
- 4.14 The Hirer must advise PML in advance of any electrical equipment which draws high voltage of electricity.
- 4.15 Air conditioning will not be provided in the Hire fee. If air conditioning is a requisite for your event, you shall pay for the consumption as per the opening and closing meter readings.
- 4.16 In case of power failure, the building's stand-by Generator will kick in within a few minutes. If for any reason the generator fails, PML will not be liable for any disruption to your event arising from the same.
- 4.17 At all times the safety of all Guests in the Venue is paramount. Other people working in the Venue (i.e. caterers, PML staff etc.) must not be hindered or put in any risk in any way during the setting up and tearing down of equipment.
- 4.18 The Hirer and its Guests shall vacate the Venue by the agreed time set out in the Venue Hire Agreement. Any extension of time or failure to vacate the Venue at the agreed time shall incur an additional fee per hour.
- 4.19 Subsequent to the end of an Event, or at a time agreed by PML in the Venue Hire Agreement, the Hirer shall remove all equipment and effects brought to the Venue. Any equipment not removed within the time frame shall attract storage charges.

5. THE EVENT

- 5.1 The times of the main event will be set out in the Venue Hire Agreement.
- 5.2 The Hirer will not invite or permit more than the agreed number of Guests and sub-contractors to attend the Event. Maximum numbers will at all times be adhered to, failing which the event will be cancelled. Final numbers must be confirmed three (3) days before the event.
- 5.3. At the time of booking the Hirer must appoint a Named Organizer or Organizers (up to a maximum of 3 persons) to be the sole point of contact for the Duty Manager. The Named Organizer or Organizers must remain in the Venue

throughout the Event to liaise with the Duty Manager in monitoring the event and to accomplish an orderly departure of guests and sub-contractors.

- 5.4. The Hirer will ensure that all Guests leave the Venue quietly and that no disturbance is caused to other neighboring businesses as a result of the departure of Guests from the Event at any time; and that all Guests leave the Venue no later than 15 minutes after the scheduled end of the Event.
- 5.5 The Hirer shall give PML advance notice of the attendance at the event of any Heads of Government or persons representing them or other Local or Foreign Dignitaries.

6. **RIGHTS OF ENTRY AND GOOD ORDER**

- 6.1. The right of entry to all parts of the Venue is reserved at all times to PML and its officials and employees and any other persons authorized by it.
- 6.2 A Duty Manager of PML will be on-site for the duration of the event and the assessment of the conduct of an event rests with the Duty Manager who has full authority to act on behalf of PML. The Hirer shall comply with any instruction by the Duty Manager or any officer of PML to the maintenance of good order and compliance with these Conditions in and around the Venue. PML's Duty Manager has the authority to terminate the event should any instructions or Conditions not be observed.
- 6.3 The Hirer shall be responsible for the maintenance of good order, conduct in a responsible manner of its invited guests and sub-contractors in and around the Venue and due consideration to any other Guest, Venue staff or their agents, visitors or members of the public of the Building during the period for which the Venue is hired. PML reserves the right to terminate any Event and to
 - 6.2.1 refuse entry to any persons who are in the opinion of PML posing a safety or security risk at or in the vicinity of the Venue during, immediately prior to or immediately following the Event; and
 - 6.2.2 request proof of invitation or identification from each or any Guest, without which entry to the Venue may be refused.
- 6.3 The Hirer and their Guests must refrain from any behavior which would bring the Venue or the Building into disrepute or cause discomfort/risk to others.
- 6.4 The Hirer has an obligation to tell all Guests about these terms and Conditions, to give them details and ensure they comply with them. It is a condition of the Booking that the Hirer accepts the terms and Conditions and has made all Guests who are party to the Event aware of them. Each Guest must individually agree to comply with the terms and Conditions. The Duty Manager will enforce the terms and Conditions against Guests individually where relevant.

6.5 The Hirer and Hirer's Guests will pay for parking their vehicles in the Building.

7. EVENT AMENDMENTS

7.1 Any changes to the times of the Event must be requested before a booking is confirmed. Extensions to hire times incur additional charges. No variation in times will be permitted once an Event has started.

7.2 PML reserves the right to refuse any request to increase party size; if this results in a cancellation, the cancellation policy still applies.

7.3 Any additional services requested by the Hirer will incur relevant fees.

7.4 Any additional services provided by PML with or without consultation of the Hirer on the grounds of Health & Safety and Security will be charged to the Hirer.

7.5 The Hirer will agree to a run sheet with respect to the running of the Event no less than seven (7) days prior to the commencement of the Event. Any amendments to this run sheet must be agreed to in writing by PML.

8. PURPOSE OF THE EVENT

8.1 The Hirer must fully and fairly represent the purpose for which the Venue is required. PML does not accept hire of the Venue for any events or meetings related to politics or to religious groups. Any misrepresentation may result in cancellation of the Event at any time by PML. Under no circumstances may the Hirer sub-let or further offer for hire the booked Venue.

8.2 Planned sponsorship of the Event must be fully disclosed prior to booking and will be allowed only with full agreement by PML and as stipulated in the Venue Hire Agreement.

9. PUBLICITY AND MEDIA

9.1 The Hirer will not publish, circulate or distribute any advertisement or publicity material relating to the Event or the location of the Event without obtaining the prior written approval of PML for the form and content of such advertisement or publicity material;

9.2 The Hirer shall not make any statement in any advertisement which directly or indirectly falsely implies that the use for which the Venue is hired is conducted or promoted by PML.

9.3 The Hirer shall not display any poster or advertisement in any part of the Venue or grounds of the Building without prior approval from PML.

9.4 PML may photograph or film the event for its own use.

9.5 The Hirer will not disclose to any third party the existence of any contract into which it enters with PML and will not use or authorize the use of the name

9.6 "Prestige Plaza" or any of its Venue in any publication whether electronic or in hard copy other than in connection with the production, circulation or distribution of advertising or publicity material for the Event which shall for the avoidance of doubt require PML's consent in accordance with section 9.1 of these terms and Conditions;

10. CANCELLATION POLICY

10.1 All payments to PML in respect of an Event are non-refundable and will be transferred to a cancellation fee in the event of a full or partial cancellation or postponement.

10.2 Either party reserves the right to terminate the contract. The following cancellation fee will be charged by PML to the Hirer, in the event of cancellation of any advance reservation or booking through no fault or breach of the Terms and Conditions of Hire acceptable only in writing:

30 Days prior to the event - a 15% cancellation fee will be levied on the full value of the invoice.

21 Days prior to the event - a 25% cancellation fee will be levied on the full value of the invoice.

14 Days prior to the event - a 50% cancellation fee will be levied on the full value of the invoice.

7 Days prior to the event - a 75% cancellation fee will be levied on the full value of the invoice.

24 hours prior to the event - a 100% cancellation fee will be levied on the full value of the invoice.

10.3 Any cancellation fee levied will be set-off against the security deposit and the deposit as a payment towards the cancellation fee at the sole discretion of PML

10.4 If PML terminates the contract through no fault or breach of the Terms and Conditions of Hire, PML will refund all monies received from the Hirer for that event.

10.5 Any refunds will be payable to the Hirer without interest within 14 days after the cancellation of the booking in writing.

10.6 PML properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to the following:

10.6.1 If the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership;

- 10.6.2 If the Hirer is more than (7) days in arrears in respect of payments due to the Venue and in respect of previous and/or current bookings or part(s) thereof.
- 10.6.3. If the booking might, in PML's reasonable opinion, prejudice the reputation of the Venue or PML.
- 10.6.4 If the behaviour of the Hirer or Guests (whether as individuals or as a group) is deemed by the Duty Manager to be unacceptable. Partial termination could result in a number of Guests being asked to leave the Venue.
- 10.6.5 If the activity of the Hirer or Guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff, performers or public.
- 10.7 Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue or PML in respect of non-payment or any breach of the Terms and Conditions of Hire.
- 10.8 **FORCE MAJEURE:** If, due to an event beyond its control, PML is (in its opinion) unable wholly or substantially to perform its obligations to a Hirer, PML will promptly notify the Hirer accordingly and will refund any security deposit and/or other prepayment paid to it in respect of the Booking, to the Hirer.

11. HIRER'S RESPONSIBILITY

- 11.1 The Hirer will be held responsible and liable and must indemnify PML in respect of any damage, theft and loss caused to the Venue and its contents by the Hirer, its employees, its contactors or by any other person on the premises by reason of the purposes of the Event howsoever and by whomsoever caused. The Hirer's responsibility does not extend to employees of PML or to contractors appointed by PML to assist at the Event.

12. LIABILITY AND INDEMNITY

- 12.1 To the fullest extent permitted by law PML shall not be liable for:
 - 12.1.1 Any loss or damage to the Hirer or their Guests.
 - 12.2.2 Any inconvenience or loss caused to any party as a result of cancellation or termination under section 10 above.
 - 12.2.3 The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.
- 12.2 Appropriate insurance cover should be obtained by the Hirer to indemnify the Venue against claims, which may be made against it in respect of loss, or damage that the Venue may suffer. Such insurance should also cover the risk of bodily injury or death to the Hirer, Guests, their servants, contractors,

agents or licensees and members of the group or any third parties. The Hirer will provide to PML full details of any insurance obtained.

- 12.3 The Hirer will conduct a risk assessment in respect of their event and will provide to PML, on request, full details of this risk assessment.
- 12.4 The Hirer and their Guests are responsible for any willful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Hirer.
- 12.5. Any costs incurred by PML due to failure by the Hirer to adhere to the Terms and Conditions of Venue Hire or the Venue Hire Agreement – including but not limited to: overrunning of the event, requirement for extra staff, requirement for security personnel, requirement of additional furniture or any other items – will be deducted from the Security Deposit.
- 12.6 Rules, regulations, technical advice or other requests reasonable made during the running of an event by the Duty Manager or Venue staff should be adhered to.
- 12.7 PML will not be held responsible for any reason whatsoever for the non-functioning of any equipment in the Building or brought onto the Venue by the Hirer.
- 12.8 The Hirer is liable for themselves, their employees and any sub-contractors whom they may engage in relation to the event and indemnifies PML and all PML's employees against any claims, actions, losses, demands, damages and expenses for which PML and its employees shall or may become liable or suffer in respect of damage to PML's property or injury or death of persons arising out of any willful, unlawful or negligent act or omission of the Hirer, its employees, agents or sub-contractors in connection with this event. It is the responsibility of the Hirer to obtain and keep current insurance against such liability during the term of this contract and ensure that all contractors under their direction are similarly insured.

13. LIQUOR AND REFRESHMENTS AND MERCHANDISE

- 13.1 The Hirer shall not sell any liquor, beverage, food or refreshments on any part of the Venue unless specifically approved by PML.
- 13.2 The Hirer will be liable to pay PML a commission on any and all merchandising items including food and drinks (alcoholic or non-alcoholic) that are sold at the Venue and during the course of the event.

14. BREACH

14.1 The terms and Conditions of this agreement are all deemed to be material and should the Hirer and/or its subcontractors be in breach of any of these terms and Conditions, PML will be entitled to:

- cancel the event forthwith;
- claim the full hire charges and retain the deposit;
- Claim any damages it may have suffered as a result of the breach.

14.2 The interest payable to PML for any moneys outstanding will be calculated at the prime overdraft rate.

14.3 PML cannot be held responsible for any damage or loss of another party's property, however caused.

14.4 The Hirer will be liable for the cost of repairs carried out as a result of any damage caused to any part of the Venue by negligence, willful act/default of any person invited to the Venue by the Hirer or its sub-contractors.

14.5 Should the Hirer fail to correct any aspect of poor or unacceptable behavior from the Hirer, its invited guests or sub-contractors, the Hirer may be asked to leave the Venue. Should this happen, no monies will be refunded to the Hirer.

14.6 PML reserves the right at all times under all circumstances to refuse admittance or service to any person or persons at its own discretion.

Notwithstanding any other rights PML has under this Contract, should the Hirer cause any physical damage to the property, or fail to handover the premises in the condition it was prior to its usage by the Hirer, the Hirer shall forfeit the security deposit given to PML and if need be, give an additional fee for necessary repairs required to be done on the Venue.

15. NO VARIATION

15.1 No variation of, or addition to or agreed cancellation of this Terms & Conditions shall be in force or effect unless it is reduced to writing and signed by or on behalf of the parties.

On acceptance of the Terms & Conditions please sign and email to
marketing@prestigeplaza.co.ke or info@prestigeplaza.co.ke

A pro-forma invoice will be issued when the form is signed.

SIGNED ON _____ DAY OF _____ 201__

HIRER'S SIGNATURE _____

HIRER'S NAME (PRINTED) _____

HIRER'S CONTACT NUMBER _____