



BOMAS OF KENYA LTD

REF: BOK/MKT/SC/K/4

Issue No: 2

Rev: 3

SERVICE CONFIRMATION CONTRACT INSTRUCTIONS

PLEASE COMPLETE THIS CONFIRMATION FORM FOR YOUR FUNCTION.

1. Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

2. Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

3. SECURITY

- a) Bomas of Kenya shall provide general security personnel. Supplementary security is required for crowds of 200 pax and above.
- b) The client shall abide with Bomas of Kenya security & safety measures / requirements and any other extra requirements shall be agreed upon in writing.
- c) Bomas reserves the right of admission.

4. DAMAGES

- a. Bomas of Kenya provides adequate parking for motor vehicles but the company does not take liability for any damages caused by a third party or valuables that are left in the car.
- b. Any heavy equipment that may cause damages to any of the Bomas of Kenya facilities has to be approved by our Property Department. This includes, fixing of temporary stage (s), decorations among others.
- c. The customer shall make good any damage caused by its occupation, use of the premises to the satisfaction of Bomas of Kenya.

d.

5. CANCELLATION AND POSTPONMENT TERMS

- a. Cancellation 14 days before the event 50% payment is charged
- b. Cancellation 7 days before the event 75% payment is charged
- c. Cancellation from 5 days to a day 100% payment is charged.
- d. Post postponement is allowed only once per year

AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.