



~ BENEATH THE BAOBABS VENUE ~

TERMS & CONDITIONS

Last updated: 23 November 2020

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1. GENERAL

- a. These Terms and Conditions (henceforward “T&Cs”) apply to ALL EVENTS and ALL ATTENDEES hosted at Beneath the Baobabs Venue (henceforward “BTB Venue”). They should be read and apply together with the T&Cs specific to the event you are involved with:
 - i. For T&Cs of Beneath the Baobabs Festival (henceforward “BTB Festival”), check [HERE](#).
 - ii. For T&Cs of Venue Hire events, please check the T&Cs specifically applicable to your event in your EVENT CONTRACT.
- b. BTB Venue is an eco-friendly Venue. The sale of Single -Use plastics are banned without exception. Attendees will be encouraged to bring reusable and refillable plastic or aluminium bottles.
- c. For all events hosted at BTB or by BTB, the names and links to official ticket agents will be found on our website. Tickets and/or wristbands purchased from unauthorised sources will be rendered invalid and admission will be refused.
- d. No trading or promotional activities are allowed within the venue without the prior consent of BTB Venue.
- e. You give your express consent to your actual/simulated likeness to be included for no fee within any audio or visual recording to be used in any media for any purpose at any time. This includes CCTV and/or filming by the police or security staff which may be carried out for the security of customers and/or the prevention of crime.
- f. No unauthorised vehicles will be allowed beyond Staff Headquarters at the containers. Should you require to drive beyond the barrier, written authorisation from the BTB Venue Management will be necessary.
- g. No animals (except assistance dogs) are allowed in BTB Venue without prior written authorisation from BTB Venue management

2. VENUE HIRE:

- a. Specific Terms and Conditions will apply to each Event and to each Event Organizer. Please check the T&C's applicable to your event in your Event-Specific Contract/Agreement for further information on topics such as event cancellations, ticket name changes, age restrictions, permitted items and services, closing times and more.



3. AGE POLICY:

- a. The legal drinking age in Kenya is 18 years. BTB Venue staff may request photo ID to show proof of age at any time. It is illegal for an over 18 to purchase or share alcohol for/with under 18s.
- b. Age Policy will vary between events. Please check your event-specific Contract and T&Cs.

4. TICKETS & REFUNDS:

- a. Ticket-related T&Cs will vary between events. Please check your event-specific Contract and T&Cs.

5. WEATHER:

- a. BTB Venue takes no responsibility for adverse weather conditions. Event organizers and ticket buyers attend events hosted at BTB Venue at their own risk with regard to whatever effect adverse weather conditions have on the festival ground, campsites, car parks, and festival programme.

6. DAMAGE / LOSSES

- a. BTB Venue does not accept any liability for personal or property damages, losses (including surrendered items) or injuries sustained at BTB Venue.
- b. We may prosecute you if you cause damage to the site, the site infrastructure, or cause harm to any person at BTB Venue.

7. SECURITY:

- a. BTB Venue reserves the right to evict customers without refund, and/or refuse admission where the Eviction Policy is breached.
- b. BTB EVICTION POLICY: BTB Venue events are produced for the enjoyment of all those persons who attend. Any person who disrupts the event under any of the below sections will leave themselves liable for eviction from BTB Venue. The decision as to the eviction will be at the discretion of BTB Venue Management Staff.
- c. Persons will be liable for eviction under the following circumstances:
 - i. Offensive behaviour, including racism, sexual harassment, homophobia,
 - ii. Entering or being onsite without a Ticket or relevant Pass/ Wristband;
 - iii. Breaching any of the terms and conditions of entry;
 - iv. Failing or refusing to submit to a search upon entry to the site;
 - v. Involved in any measure in any illegal activity including in possession of illegal drugs;
 - vi. Any form of Violence including throwing hard objects in the direction of people;
 - vii. Preventing Security or Emergency Services reacting to a situation;
 - viii. Unofficially selling alcohol, tobacco, counterfeit or any unauthorised goods;
 - ix. Ticket touting;
 - x. Putting yourself and others in danger such as by climbing trees and structures;
 - xi. Unacceptable, disruptive or anti-social behaviour;
- d. All persons presented for eviction will have their details recorded in a database with their full personal details, a photograph, date/ time and the reasons for eviction.
- e. Evictees will need to phone a friend on site to collect their belongings before their eviction as they themselves will not be permitted back into the event to find them. BTB Venue will not be responsible for ensuring that they leave the site with their belongings.
- f. Having been arrested or cautioned in connection with a criminal offence, pending or post hand-over to the Police:
 - i. You may be body and bag-searched anywhere on BTB Venue and at any time by Security Staff.. Allowing Security search is a condition of entry and necessary to guarantee the safety of our attendees.



- ii. Any item(s) reasonably considered to be a weapon (or used as a weapon), which may cause danger, offence or disruption to any other person will be confiscated.
- iii. Any person suspected of carrying illegal items or carrying out illegal activity may be handed over to the Police, refused entry or evicted from the site without a refund.
- g. Drugs: Kenya carries severe penalties for possession of illegal drugs. BTB Venue has a zero tolerance policy to drugs. Anyone found in possession of illegal drugs or substances will be refused entry, evicted from BTB Venue site and may be handed over to the Police for further questioning and investigation.

8. BANNED ITEMS & ACTIVITIES:

- a. Illegal or immoral activities including gambling, prostitution, prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and any item which may be regarded as a weapon are all strictly prohibited. The authorities will be notified immediately without warning.
- b. Other Banned items from BTB Venue: Gas canisters, Petrol burners, and Single-Use Plastics,
- c. Excessive amounts of food or cigarettes: Only bring enough for personal consumption and only up to a reasonable amount per person. Resale of food or cigarettes without prior authorization is not allowed and will result in your eviction.
- d. Anyone resisting the surrender of disallowed items or disregarding these conditions will face eviction.
- e. Items that are surrendered or confiscated will not be returned.

9. PHOTOGRAPHY & VIDEOGRAPHY:

- a. Photographic and other recording equipment is permitted if it is for personal non-commercial use only. Unauthorised professional recording equipment is not permitted. If you wish to use this equipment please ensure to have written authorisation from BTB Venue Management.

10. HEALTH & SAFETY

- a. You must comply with any Health & Safety instructions given to you by BTB Venue Staff.
- b. Smoking is not permitted in enclosed public spaces or buildings.
- c. Fires, pyrotechnics, lasers, smoke machines, strobe lighting/special effects may take place during some performances.
- d. All those attending the Event do so at their own risk.

11. INFORMATION & NOTIFICATION

- a. Disabled facilities such as Parking and/or 4x4 Wheelchairs are always available but must be arranged in advance – please email: karibu@beneaththebaobabs.com
- b. Frequently Asked Questions: for information on medical advice, safety, travel and public conveniences, please check our [FAQ](#).
- c. As a customer and/or Partner of BTB Venue events, by joining our events and therefore agreeing to these T&Cs, you hereby agree to be included in our Mailing List. Occasionally, you will receive brief updates from our team at BTB. We will do our best to share content which we hope you will find relevant and interesting. If at any point you would prefer to stop receiving our Newsletters, please either use the Unsubscribe link at the bottom of our Newsletter or send us an email directly at karibu@beneaththebaobabs.com requesting the same. The last thing we want is to be disturbing you.

12. PRIVACY POLICY

- a. Please see Appendix 1 below.



APPENDIX 1: PRIVACY POLICY

Privacy Policy

This page is used to inform website visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use the website www.beneaththebaobabs.com. If you choose to use our Service, then you agree to the collection and use of information in relation with this Privacy Policy. The Personal Information that we collect are used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

Who we are:

We are Beneath the Baobabs, Kilifi, Kenya. Distant Relatives Events Ltd operates the www.beneaththebaobabs.com website and Beneath the Baobabs brand.

What personal data we collect and why we collect it?

In general, we prefer not to collect or store data from you. Nevertheless, when you try to book a Ticket to an Event Beneath the Baobabs, we will need to request your first name, last name and Nationality for identification as well as for legal purposes. We will also need to record your phone number and email address in order to be able to contact you if ever required. We will only share this data with our internal team for legal purposes as well as for the purposes of answering your query. If you purchase tickets from a Third Party ticket seller, please refer to their own Privacy Policy. We will never store your Bank card details - in fact we will never have access to this information.

As a customer or partner of Beneath the Baobabs, your contact details will automatically be added to our Mailing List to whom we send a monthly newsletter. Occasionally, you will therefore receive brief updates from our team at BTB. We will do our best to share content which we hope you will find relevant and interesting. If at any point you would prefer to stop receiving our Newsletters, please either use the Unsubscribe link at the bottom of our Newsletter or send us an email directly at karibu@beneaththebaobabs.com requesting the same. The last thing we want is to be disturbing you.

Embedded content from other websites:

Elements of our website may include embedded content from other websites (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website (we have used this facility sparingly to reduce its impact). These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website. Please make sure you check the Privacy Policy of these websites.

Cookies:

Type 2: Performance cookies

We use performance cookies, by that we mean Google Analytics cookies, to collect information about how users use our website. We collect information such as the part of the webpage clicked, number of webpages visited, length of time of each session, and error messages (if any) with the purpose of improving our website and providing users with a better experience. For more information on Google Analytics, please click [here](#). If you would like more information about the privacy policy of the Google Analytics' service, please click [here](#). In the google analytics services we are using, data is anonymized.

**How we protect your data:**

We do not share or disclose your personal data with Third Parties, including other businesses, advertisers or marketing agencies. We only collect sufficient information for the service we provide. For enquiries this will be name and email only. Where ticketing for an event is contracted through a ticketing agent, please refer to their privacy policy details for how they protect your financial data. We take care with the security and storage of any correspondence, contact details and financial data from purchases and payments.

Security:

We value your trust in providing us with your personal Information and we strive to always use acceptable means of protecting it.

Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us at karibu@beneaththebaobabs.com.