



Terms and Conditions for Side Events at The Lake Basin Innovation and Investments Week (LBIIW)

1. Definitions:

Partners:

Partners are organizations or individuals looking to run side events during the Lake Basin Investments and Innovation Week.

Assignment:

The assignment from the Partner to us is to organize a side event in line with the events' main and sub-themes for the forum attendees.

Event:

The event is the Lake Basin Investments and Innovation Week (LBIIW). LBIIW is an annual entrepreneurship and innovation gathering that convenes entrepreneurs, innovators, investors, policymakers, government, development agencies and other ecosystem support players; to spur the economic growth of the Lake Basin Region, through innovative business models in digitization, SME financing, and local manufacturing.

Participants:

The participants to the Event, as mobilized by the partners and conveners, are key stakeholders in the value-chain in the region.

The Conveners

Winam Capital:

Winam Capital is an entrepreneurship ecosystem enabler based in Kisumu, Kenya working towards growing successful enterprises in the Lake Victoria Region; through business acceleration, strategic advice and access to investment capital. Our mission is to work with investors, exceptional entrepreneurs and strategic partners in the Lake Region to design and execute innovative business models that can profitably serve East Africa's aspiring mass market. Our focus is on the Lake Victoria region economic bloc spanning 14 counties which represent over one-third of Kenya's population.

Fablab Winam:

Winam Fablab offers a hub for sharing ideas, tools and other resources by makers, Artisans (Jua Kali), professionals, educators, students, entrepreneurs, learning institutions, hobbyists, kids, etc. It taps into gaps between classroom-learned skills and market needs experiences to build products that address challenges and emphasizes on local manufacturing using emerging tech-based trends like



IoT. Based in the Western Kenya region in Kisumu where there are just a few industries, the Fablab Winam will be keen on using people-centered design approaches for socio-economic challenges and incubation.

LakeHub:

LakeHub is a technology and social innovation hub based in Kisumu, Kenya with the aim of decentralizing access to technology, growing entrepreneurship and social innovation. Over the five years, LakeHub has created an open and supportive space where young and talented developers, entrepreneurs and social innovators in Western Kenya meet to network, learn from each other, brainstorm and find solutions to societal challenges.

2. Applicability

All bookings accepted by us and arrangements made by us are subject to these terms and conditions. Our terms and conditions prevail over the terms and conditions of the Client.

3. Obligations to the Partners

We act as the overall event conveners and handle all administrative activities surrounding the forum. We are not the direct supplier of the accommodation and activities which make up your travel arrangements unless agreed otherwise. We are obliged and commit ourselves to carry out the Assignment in a responsible manner and will try to select the best suppliers.

4. Obligations of the Partners

The partners will inform their participants before participation in the event that they have to behave in a responsible manner during all activities so as to uphold their good name and reputation. We hold the right to cancel the side event or elements thereof in the event that the participants do not adhere to any concerns issued by us or our supplier. In such a case, the partner will be held fully responsible for payment of the activity plus **20% of the total cost of the event as an administrative fee to be paid to LBIW**, as well as for potential damages and consequently, no refund will be payable to the partner. The partner will:

(i) Confirm to the participants in writing before the event takes place that their participants will participate in the event at their own risk and responsibility and

(ii) Notify in writing to the participants before the event takes place all our other terms and conditions which may reasonably be deemed to be relevant for the Participants, such as, but not limited to:

- Restrictions on the use of alcohol and drugs and smoking cigarettes on specific side events;
- The observance of instructions during the side event;
- The physical suitability for participation in the side event;



- The responsibility to participate in an event on the level of someone's personal skills and experience;
- The obligation to sign on the spot of the event, a waiver form with regard to damages and liability, if required;
- The possible last minute cancellation of an outdoor event in case of extreme weather conditions, if the organizer of the Event so decides.

5. Cancellation and alteration

In the event the partner cancels the Event cancellation fees will be charged as follows:

- More than 2 Months before arrival date = 0% of total cost
- " Less than 2 Month before arrival date = 35% of total cost
- " Less than 1 Month before arrival date = 60% of total cost
- " Less than 14 days before arrival date = 85% of total cost
- " Less than 7 days before arrival date = 100% of total cost

All cancellations must be received in writing and the date of cancellation is that upon which written cancellation is received by us.

In the event the number of participants in an event will be reduced, the initial total cost will not be reduced, regardless of the actual number of decrease in Participants.

In the event that the partner wishes to make changes to the program of the assignment before or during the event takes place, providing that such change is possible, the partner is liable for covering all costs in relation thereto.

If due to circumstances beyond our control it becomes necessary to substitute alternative accommodation, which may be of a higher or lower standard, or make any other alterations to the event we shall inform you of the changes as soon as possible. You must pay any additional cost due to such changes. If the changes are, in our view, so substantial as to materially alter the event and you are unwilling to accept them then you may cancel the event and we will give a refund of the cost of the event to us.

Surcharges may be applicable where an event requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the Event for which we are not held responsible and alternatives may be offered of an equal or greater value.

6. Offers

All offers are valid for all the days as from the offer date, subject to availability, and will thereafter expire without the option of appeal if they are not accepted in writing within this period. Unless otherwise stated, all prices are inclusive of VAT.



7. Invoicing and payment conditions

- The partner will ensure that our invoice is paid at least one month before the Event takes place.
- In the event that the assignment is issued to us less than 30 days before the date that the event takes place, the invoice must be paid immediately.
- If payment has not been received on the day before the event is due to take place, we hold the right to cancel the Event. All costs incurred in relation to such cancellation will be payable by the partner.
- In the event that an Event has taken place and the partner has not yet paid, the Client will be in breach of the terms and conditions of this contract and we hold the right
 - (i) To refer the case to a debt collection agency, with all costs in relation thereto payable by the partner, and
 - (ii) Not to execute any further partnerships with the partner that already have been made.
- In all circumstances, if payment has not been received ultimately the day before the event takes place, a 5% fine over the total outstanding amount will become due.

8. Responsibility/Liability

- In spite of our careful selection of suppliers, we cannot be held responsible for the execution of the event by the supplier(s). More specifically, we cannot be held liable for any other damage than direct damage suffered by the Client, if proven to be as a result of our gross negligence or our willful misconduct. Our liability will be limited to the maximum amount of the agreed Assignment.
- We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a Participant who was under the influence of alcohol or any other drugs.
- We cannot be held liable for any damages of whatsoever nature, property loss, injuries or death caused or suffered by a participant who did not follow up instructions and safety guidelines instructed by us or our supplier.
- The partner will indemnify us for claims from third parties with respect to damages to companies or individuals brought about by a Participant to the Event.

The partner will reimburse us for all costs incurred in relation to any damages brought about by a Participant.

You must ensure that the participants have adequate travel insurance with high medical cover (including repatriation by air ambulance), and cover for cancellation and curtailment.

9. Circumstances outside our control



- We will not be held liable in the event that an event or part of an event cannot take place due to circumstances outside our control, such as, but not limited to cancellation of the event by the party contracted by us that should carry out the event or part of it or illness of the majority of our personnel or national strikes, including but not limited to public transport strikes.
- In the event that an event or part of an event cannot be carried out, we will do our utmost to find a suitable alternative for the partner. If such an alternative incurs extra costs, we will first consult with the client and only proceed after the client's written approval.
- In the event that an event or part of an event arranged by us cannot take place due to circumstances outside our control, we hold the right to postpone or cancel our Assignment without any legal or financial liability towards the Client or any third party unless stated by law. In such a case, the agreed financial and/or legal liability rests with the partner

10. Applicable law

The Client recognizes that the Event is held in Kisumu, Kenya and is therefore covered under Kenyan Law. The assigned court will be the COURT in Kisumu.