

MOHUTNIY AFRICA LIMITED POLICIES

1. TICKET PURCHASE POLICY

PLEASE NOTE THAT THESE TERMS AND CONDITIONS APPLY TO PURCHASES MADE AT (MOHUTNIY AFRICA LIMITED AFRICA) AND DO NOT APPLY TO PURCHASES MADE ONLINE VIA THE WEBSITE OR TELEPHONE BOOKING LINE.

The offline (i.e. in-cinema) purchase of tickets for film showings at MOHUTNIY AFRICA LIMITED cinema is strictly subject to the following terms and conditions ("Ticket Terms"). By purchasing an MOHUTNIY AFRICA LIMITED cinema ticket, you agree to be bound by these Ticket Terms. You also agree to use your ticket in accordance with these Ticket Terms and the Guest Admission Policy. Please read these Ticket Terms and the Guest Admission Policy carefully before purchasing your tickets.

1. Ticketing and Pricing

- 1.1 We accept the following forms of payment for the purchase of your tickets:
 - 1.1.1 cash in the form of Kenya Shillings; or
 - 1.1.2 selected debit/credit cards approved as by us; or
 - 1.1.3 MOHUTNIY AFRICA LIMITED pass & vouchers (see paragraph 2 below) or
 - 1.1.4 M-Pesa, Airtel Money, Orange money.
- 1.2 Ticket prices relate to the screening you wish to attend, not the day or time at which you purchase your ticket. Ticket prices will be displayed at the point of purchase. All prices and fees include any applicable value added tax. Please note that ticket prices vary and will be higher for **3D showings and VIP seating**.
- 1.3 Tickets are subject to availability and are non-refundable. The Company shall not be responsible in the event that you make any error when purchasing your tickets (including but not limited to selecting the wrong film or the wrong number of tickets) or if you are excluded from viewing the film (see paragraph 5 below). Please check that your selection at the counter is correct before confirming the booking as tickets will not be exchanged or refunded once the transaction is complete. Lost, stolen or damaged tickets will not be replaced.
- 1.4 Seating arrangements will be allocated unless otherwise specified at the point of purchase. Where seating is allocated at the time of purchase, we will endeavor to ensure that you are provided with the seat that you have purchased. However, we cannot guarantee the seating allocation and shall reserve the right to make changes at our discretion.

2. Vouchers & Passes

- a. 2.1 All vouchers must bear an approved date stamp in order to be valid and must be redeemed on or before the date indicated on the voucher.
- b. 2.2 Unless expressly stated, vouchers will not be used in conjunction with any other promotion, offer and or discount or family ticket.
- c. 2.3 Vouchers and passes must be used in accordance with the specific terms and conditions stated on them.
- d. Other vouchers
- e. 2.4 All other valid vouchers (e.g. VIP or Staff Vouchers) must be redeemed on or before the date shown on the voucher and in accordance with the specific terms and conditions stated on them.
- f. 2.5 Non-ANGA/MOHUTNIY AFRICA LIMITED vouchers cannot be used for part payment of a ticket and you will not be entitled to pay any shortfall in cash, unless specifically stated otherwise in the voucher terms and conditions.

3. Screening Hours

4. 3.1 At all times, we will endeavor to ensure that advertised film schedules are materially accurate and that films are shown in accordance with such schedules. However, we cannot always guarantee the accuracy of the advertised schedules. We also reserve the right to cancel a showing, substitute an alternative film or vary the time of a showing, if necessary for any reason.
5. 3.2 If a film showing is cancelled or its timing altered or is not as advertised, the duty manager at the relevant Cinema will have the discretion to do either of the following:
 6. 3.2.1 refund to you the cost of tickets already purchased; or
 7. 3.2.2 to issue replacement tickets for the same film at an alternative show time, but we shall not be liable to reimburse you for any expenses or any other losses incurred (including but not limited to travel costs and car parking costs).

4. Film classifications and rules in relation to children

4.1 Photographic identification (for example driving licence, passport or any other photographic identification that we deem to be acceptable) may be requested prior to permitting entry into 12A, 15 and 18 certificated films in Kenya. Tickets purchased through the Site or the Booking Line for such films can only be collected and/or used upon production of the necessary identification.

4.2 Children below the age of 12 are permitted to view films with either a GE, PG, 12 or 12a certificate, provided always that:

- 4.2.1 Children below the age of 8 must be accompanied by an adult at all times to watch any film;
- 4.2.2 Children below the age of 12 must be accompanied by an adult to watch any film with a 12A certificate; and
- 4.2.3 Children under 12 years must be accompanied by an adult to watch any films starting at 7pm or later.

4.0 Other than as set out in this paragraph 3, parent(s) and/or guardian(s) shall have sole discretion as to whether or not their children are accompanied.

4.1 Parents and guardians shall at all times remain responsible for their child(ren) whether or not they are accompanied.

4.2 Unless expressly stated otherwise, performances starting at or after 10.30pm are strictly for those aged 18 regardless of a film's certificate. Photographic identification will be required for entry into any films starting at or after this time.

4.3 For the purpose of the rules set out in this paragraph 3, an adult is a person aged 18 years or over.

5 Concession tickets

5.1 Photographic identification for any concession tickets (including adults and students) may be requested upon purchase or collection of the tickets and/or at the point of admission to the auditorium.

5.2 In the event that appropriate photographic identification cannot be produced upon request, you will be required to pay the difference between the concession price and the applicable full ticket price.

6 Liability

6.1 Nothing in these Ticket Terms and Conditions affects your rights under the law or excludes or limits our liability for fraud or for death or personal injury resulting from our negligence. In all other circumstances, our liability to you shall be limited to the price paid for your ticket.

7 General

7.1 "ANGA/MOHUTNIY AFRICA LIMITED ", "we", "us" and "our" means the relevant company within the MOHUTNIY AFRICA LIMITED AFRICA/ARFA AFRA Group as is indicated to you at the time that you place your order.

7.2 The ratings by Kenya Films Board is as Below;

1. **Restricted to persons aged 18 years and above**
 2. **Not suitable for persons under the age of 16 years**
 3. **Parental Guidance Recommended**
 4. **General Exhibition**
- 8. GUEST ADMISSIONS POLICY**

- 1 The Management of MOHUTNIY AFRICA LIMITED /ANGA reserves the right admission of guests to the cinema hall and this shall be strictly subject to the following terms and conditions ("Guest Admissions Policy"). Any refusal to act in accordance with the Guest Admissions Policy may lead to your removal from the auditorium and the MOHUTNIY AFRICA LIMITED /ANGA cinema without any entitlement to a refund.
- 2 Only guests in possession of a valid ticket will be admitted into the auditorium for the film, performance time and type of seating that is shown on the ticket.
- 3 Ticket stubs must be retained at all times, as these shall be required for re-entry into the auditorium.
- 4 Every effort will be made to accommodate late-comers but to avoid disturbance to our other guests, guests who arrive after the main feature has started will not be entitled to enter the auditorium unless permitted by the Duty Manager at his/her discretion.
- 5 Mobile phones and all other mobile devices must be switched off at all times inside the auditorium.
- 6 Sound and video recording equipment (including but not limited to cameras and mobile devices with recording functions) are not permitted inside the auditorium. It is a serious criminal offence to copy or attempt to copy any film or other copyright protected material shown in the auditorium. Such crime is punishable on conviction with an unlimited fine and imprisonment.
- 7 ANGA/MOHUTNIY AFRICA LIMITED cinema accepts no responsibility for any information displayed or broadcast on the premises by any third party or for the content of any film or advertisement that is shown at any of our cinemas.
- 8 Food brought from outside of the cinema may not be consumed on the premises.
- 9 Guests must remain within permitted guest areas or as otherwise instructed by our staff or agents.
- 10 Guests must keep personal belongings with them at all times. We accept no responsibility for the loss, theft or damage to any personal items brought onto the premises.
- 11 Antisocial or disruptive behavior (including any form of verbal or physical abuse) will result in immediate removal from the premises. In the event of a group disturbance, the group will be treated as one and the whole group may be removed from the cinema without any entitlement to a refund. What constitutes anti social behavior shall be at the sole discretion of the relevant Duty Manager.
- 12 ANGA/MOHUTNIY AFRICA LIMITED cinemas are completely smoke-free environments throughout. Individuals caught smoking within the building will be ejected immediately without any entitlement to a refund.
- 13 No alcohol or illegal substances may be brought into or consumed on the premises – save that alcohol may be purchased from any licensed ARFA LOUNGE bars. Alcohol purchased from the licensed bars or screens within the cinema must be consumed within the licensed areas only. Licensing laws shall be strictly enforced.

- 14 ANGA/MOHUTNIY AFRICA LIMITED reserves the right to search guests and their possessions before entry to any ANGA/MOHUTNIY AFRICA LIMITED cinema or whilst on the premises. Guests who refuse to cooperate with any such search will be refused entry or removed from the premises. Any persons found in possession of a weapon, drugs or other illegal substances shall be refused entry and such items may be seized and handed over to the police. Personal items deemed to be a potential health & safety risk might be confiscated until the persons in possession of such items leave the premises.
- 15 Guests must not engage in any conduct towards, or speak to, any ANGA/MOHUTNIY AFRICA LIMITED staff, agents or other guests in a manner which may offend, insult, intimidate, threaten, disparage or vilify any person on any basis whatsoever including but not limited to race, religion, colour, ethnic origin, gender or that person's physical attributes. Whenever possible, we will seek to prosecute individuals who behave in this way on our premises.
- 16 CCTV monitoring takes place within our premises for the purposes of protecting ANGA's/MOHUTNIY AFRICA LIMITED's staff, guests and property.
- 17 Without prejudice to any other rights which ANGA/MOHUTNIY AFRICA LIMITED may have, in the event that a guest or group of guests breaches this Guest Admissions Policy, ANGA/MOHUTNIY AFRICA LIMITED reserves the right to take all appropriate action to avoid a recurrence (including but not limited to banning such guest(s) from all ANGA/MOHUTNIY AFRICA LIMITED AFRICA cinemas, contacting the police and any taking any necessary legal action) and to recoup or make a claim for any costs incurred.
- 18 ANGA/MOHUTNIY AFRICA LIMITED AFRICA reserves the right to amend this Guest Admissions Policy from time to time without notice.
- 19 "ANGA" means MOHUTNIY AFRICA LIMITED AFRICA LIMITED (incorporated in Kenya), its subsidiaries and holding companies and the subsidiaries of such holding companies (as such terms are defined in the Companies Act CAP 486) from time to time.
- 20 For identity purposes, the address of all companies within the MOHUTNIY AFRICA LIMITED AFRICA LIMITED is P.O BOX 35460-00100 NAIROBI, KENYA.

SAFETY POLICY

This policy shall align itself with the Occupational safety and Health Act 2007 cap. 514 of the Laws of Kenya and shall borrow directly as follows;

Duties of occupiers "MOHUTNIY AFRICA LIMITED AFRICA"

- (1) Every occupier shall ensure the safety, health and welfare at work of all persons working in his workplace.
- (2) Without prejudice to the generality of an occupier's duty under subsection (1), the duty of the occupier includes—
 - (a) the provision and maintenance of plant and systems and procedures of work that are safe and without risks to health;
 - (b) arrangements for ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
 - (c) the provision of such information, instruction, training and supervision as is necessary to ensure the safety and health at work of every person employed;

- (d) the maintenance of any workplace under the occupier's control, in a condition that is safe and without risks to health and the provision and maintenance of means of access to and egress from it that are safe and without such risks to health;
- (e) the provision and maintenance of a working environment for every person employed that is, safe, without risks to health, and adequate as regards facilities and arrangements for the employees welfare at work;
- (f) informing all persons employed of—
 - (i) any risks from new technologies; and
 - (ii) imminent danger; and
- (g) Ensuring that every person employed participates in the application and review of safety and health measures.

Every occupier shall take immediate steps to stop any operation or activity where there is an imminent and serious danger to safety and health and to evacuate all persons employed as appropriate.

Duties of employed persons;

- (1) Every employee person shall—
 - a) take all necessary precautions to ensure his own safety and health and that of any other person in his workplace or within the environs of his workplace;
 - b) at all times use appropriate safe systems of work, preventive and control measures and where not feasible, use suitable personal protective appliances and clothing required under this Act;
 - c) comply with any safety and health rules, regulations, instructions and procedures issued under this Act;
 - d) comply with the safety and health procedures, requirements and instructions given by a person having authority over him for his own or any other person's safety;
 - e) report to the supervisor, any situation which he has reason to believe would present a hazard and which he cannot correct;
 - f) report to his supervisor any accident or injury that arises in the course of or in connection with his work; and
 - g) with regard to any duty or requirement imposed on his employer or any other person by or under any other relevant statutory provision, co-operate with the employer or other person to enable that duty or requirement to be performed or complied with.

“Occupier” means the person or persons in actual occupation of a workplace, whether as the owner or not and includes an employer;

SECURITY POLICY

ON ADMITTING CLIENTS INTO THE THEATRE

- Security are to ensure that only clients with paid up receipts are admitted into the theater

- Security should properly check on the receipts to ensure that the clients that allowed to enter the theatre have paid for the particular session at that particular time and day and also for the particular movie session
- If it is a movie with age restrictions they should ensure only clients of a particular age are allowed to enter the theatre
- Security should also ensure that clients being admitted to the theatre do not enter with food or drinks purchased from outside
- Security should check and ensure that former staff members shall be treated as clients and shall not be given undue attention or favours. The former employees are therefore not permitted to go beyond normal customer access points without express permission from senior management.

CLOSING /ACCESS TO THE CINEMA

- It is the work of the security to ensure that they are at work during opening and closing of the premises
- The security should ensure that they inspect what staff enter and exit with as they are coming in and going out of the workplace
- The security should ensure they check when goods needed for the kitchen, office are being supplied and ensure that they check the receipts and ensure that incase of supplies match the goods delivered note or any other document. All receipts should be stamped by the security before being passed to accounts

USING REQUIRED ENTRANCES

- The security should ensure that they follow rules like any other staff. The emergency door at the kitchen should remain closed at all times and the security should not use this door to access the kitchen if there is no emergency

CCTV SURVEILLANCE

- The security should ensure that all CCTV cameras installed are working properly at any particular time and should immediately notify their supervisor or the management in case they discover that any machine is not working properly
- In case of any theft detected from the CCTV cameras the matter should always be reported to the management for action
- In case of theft discovered within the premises then the security must make a report at the police station immediately and also notify the management immediately

SAFETY AND SECURITY PROCEDURES INCASE OF AN EMERGENCY

- In case of a fire always ensure that you use safety and evacuation procedures and ensure that staff and clients are safely evacuated from the premises

- Always check and patrol the premises so as to be always alert in case of incidents that require immediate action.
- Always check and ensure that the company's fire extinguishers are properly maintained at all times
- Security must ensure that they always calm unruly crowds inside and outside the cinema and ensure that the situation is brought to control at all times. In case of antisocial or disruptive behavior (including any form of verbal or physical abuse) from the clients, you have the right to remove them from the premises

Contact Details

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