

Tongston Entrepreneurial Hub "Training Room, Board/Meeting Room, Multi-Media Studio, Co-Working Space, Programmers Den and Computer Hire" Usage Terms & Conditions

All bookings made at the Tongston Entrepreneurship Group (Tongston) Office, Multi-Media Studio, Campus or Facilities, within the context of the Tongston Entrepreneurial Hub will be subject to the terms and conditions as stipulated below:

For the purposes of this document:

"Hirer" means any person, persons or representative of the organisation named in a room booking invoiced by Tongston.

"Rooms" means any the training room, the board / meeting room, multi-media studio, co-working space, programmers' den, use of computers.

- 1. <u>Confirmation:</u> All bookings will be treated as provisional until such time as Tongston receives a signed copy of this contract and deposit or full payment, as applicable.
- 2. <u>Car Parking:</u> Car parking spaces are available upon request, otherwise you may use the available space to external users when you arrive with your vehicle.
- 3. <u>Numbers:</u> Where catering and hire of equipment are required, the Hirer must inform Tongston of final numbers of users two working days prior to the booking date.
- <u>4.</u> <u>Use of rooms:</u> The Hirer shall not use the rooms for any purpose other than that described on the booking form. The Hirer shall not sub-hire or allow the rooms to be used for any unlawful purpose or in any unlawful way. The hirer shall not do anything which may endanger the Tongston, its reputation or any insurance policies in respect of the Tongston.
- **<u>5. Payment:</u>** Payment is due no later than the earlier of 20 days from issue of the invoice or a day before the event/usage of the facility.
  - Please note all bookings made three months in advance will require a 20% non-refundable deposit.
  - Full Payment in advance will be required for all new clients' initial booking at Tongston. Please note a
    booking fee will apply.
- <u>6. Cancellations:</u> If the Hirer wishes to cancel a room booking, they must advise Tongston verbally as soon as possible followed by a written/ email notice of cancellation. Notification by an acknowledged email is accepted. No cancellation is effective unless WRITTEN / EMAIL NOTICE OF CANCELLATION is sent to <a href="mailto:admin@tongston.com">admin@tongston.com</a>.

## Late cancellation fees are as follows:

**Cancellation fee** Days prior to booking start date 14 -7 days 50% 7 days -1 day 75% 24 hours 100% The the right Tongston reserves to cancel booking

- (a) Tongston office is closed due to fire, flood, force majeure event, riot, strike, civil disturbance, invocation by the relevant government authorities, or as a result of any circumstance beyond the reasonable control of the Tongston.
- (b) The Hirer is more than 15 calendar days in arrears in payment to Tongston.



- 7. Invoice: As per the invoice, terms of which are hereby incorporated into this document.
- **8.** <u>Finishing times:</u> Conferences, meetings and functions are required to finish at a time agreed when the booking is made. Extensions to such agreed times shall not be possible without prior agreement with Tongston. In addition, the hub opens at 8am and closes at 6pm.
- <u>9. Health and Fire Safety:</u> The hirer is required to make themselves and guests aware of and adhere to all health, safety and fire regulations at the Tongston. The building is strictly no smoking throughout. Please smoke outside of the main building by the gates. There are regular fire safety drills and marked fire exits. A First aid box is available with the reception.
- 10. Breach of Contract: The Hirer is in breach of this contract if:
- i) He fails to pay to Tongston any sum of money payable to Tongston on the due date ii) Room usage by the Hirer other than in accordance with the specified terms of this contract (iii) He damages any of Tongston's equipment or facilities. An additional discretionary fee of N20,000 will be charged to the hirer if the room is not left in the same state as at the commencement of hire period or is deemed, by the Tongston administration/ management team, to be in an unfit state for the next booking.
- 11. <u>Hours of use</u>: The hire charges quoted relate to the times of the hire duration declared at the time of booking. Room usage which continues beyond these times will incur additional hire charges. Meeting rooms are charged at 1-hour minimum intervals unless a full day rate is applicable.
- 12. <u>Damage to TONGSTON property and items not permitted in Rooms</u>: The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of TONGSTON or its employees. Furniture and equipment provided should be used only for the purpose for which it was designed. In the event of any damage occurring, TONGSTON reserves the right to render the Hirer liable for the replacement or repair of any or all property damaged.

The Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed in writing with the Management team prior to the hire period.

13. **Equipment**: Any portable electrical equipment other than laptops brought onto the premises must be preregistered prior to the event in the registration form. TONGSTON accepts no responsibility for any hired equipment or meeting room equipment provided by, for, or on behalf of the Hirer, left unattended prior to, during, or after the function.

Equipment hired from TONGSTON

- i) Must be collected from TONGSTON prior to the meeting
- ii) Must be returned to TONGSTON directly after use
- iii) Any faults must be reported before leaving TONGSTON premises
- iv) The Hirer will be responsible if equipment is not returned, and penalty charges will be incurred



TONGSTON cannot accept responsibility for any items lost or mislaid on the premises.

All items stored are at the Hirer's risk.

Any items not collected within 24 hours of the end of the meeting will be disposed of unless prior arrangements have been made. Items stored outside these times may incur additional charges

- **14.** <u>Insurance of property of Hirer and Hirers guests</u>: The Hirer acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the Hirer and/ or guests and the Hirer is responsible for insuring such property and accordingly the TONGSTON excludes liability for losses.
- **15.** <u>Conduct:</u> The Hirer shall ensure that the event for which the Room is used is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of Management and with all applicable laws, ordinances and regulations.
- **16.** Right to Exclude or Eject Persons: TONGSTON reserves the right, as it considers reasonable, to exclude or eject, any persons from the Room or the premises of the TONGSTON whom it shall consider objectionable (including any engaged by the Hirer) and the Hirer will be liable for any liability arising thereby save where the Hirer establishes negligence or bad faith by TONGSTON.
- **17.** <u>Data Protection</u>: The details of the Hirer or, where different, the Client will be held by TONGSTON on its computer database for use by its Finance and Treasury, Business Development, Stakeholder Management, Research & Economics and Strategy and Corporate Services & HR department for maintaining proper records. It will not be passed onto any third parties, without your prior consent.
- **18.** <u>Pandemic</u>: While we can recommend suitable spaces for different types of meeting, the hirer is ultimately responsible for the final say in which space they deem suitable for their delegates safety in terms of social distancing. The hirer is responsible for adhering to the government guidelines and their own risk assessments in relation to the pandemic.
- **19.** <u>Emergency Services</u>: Information on key emergency services are available covering pharmacies, hospitals, supermarkets, fire service and other services are available with the receptionist.

The hirer must give distance between themselves and the TONGSTON team members helping them with their meeting or event to ensure the safety of the team looking after them.

**20.** Basic Amenities and Multifaith Facilities: If you require the use of multi-faith facilities, please consult the reception. Reception also has information on basic amenities near the physical hub including food, supply stores, creche, hotels/short stay, cab and delivery services.

