



TERMS AND CONDITIONS

The following terms below will apply to your booking. Hence we implore that you read them carefully and let us know if you have any questions.

Meeting Room Hire

The contract

1. Your contract is with us, **The Resource Space**, duly registered under the Nigerian Corporate Affairs Commission (CAC).

Making your booking

2. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is formed in accordance with paragraphs 3 and 4.

3. If, after receiving our quotation on the meeting room (set out in our "booking contract"), you want to make a firm booking with us, you should sign and return to us the booking contract as soon as possible.

4. A legally binding contract is only formed between you and us when we accept and countersign your unaltered signed booking contract. No booking contract shall be binding on us and no contract shall be formed unless and until we do so.

The Meeting room package

5. The general inclusions in our meeting room package shall be as set out in your quotation, or as otherwise subsequently agreed with us in writing. We may finalise certain details of the package (for example, whether or not you can use the cafeteria in the facility) with you in the period leading up to your usage of the Space facility.

6. If, after our contract with you is formed, you ask us to provide additional services or facilities of a kind that we normally provide, we will try to do so, but we cannot guarantee that we will be able to meet your request.

7. If you or your delegates may require any of the additional services we offer, such as office support services (word processing, photocopying, printing, data mining and entry, report and proposal writing, document binding, etc), such will be addressed separately, as to volume and cost.

Price

9. By entering into a contract with us, you accept responsibility for paying all charges due to us under the contract.

10. Subject to paragraphs 11 and 12, our charges for the conference package will be as set out in our quotation.

11. If not all components of the charges in the quotation are stated to be fixed (for example, because they depend on the number of delegates for whom catering is being provided), the final charges will be determined either in accordance with the information we have sent you (for example, the charge "per head" for meals) or as otherwise agreed with us (for example, if there are any extra services or facilities not set out in the quotation which we subsequently agree at our discretion to provide to you).

12. You must confirm final numbers of your guest expected no later than 7 working days prior to the use of our meeting rooms. They must be within any minimum and maximum numbers that may be set out in our quotation.

13. If your conference date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the charges for your conference package by up to 5% for each complete period of 12 months between these two dates.

14. Unless stated otherwise, all charges are exclusive of VAT which (if applicable) you must also pay us at the standard rate applicable.

Payment

15. Subject to our right to invoice you earlier under paragraph 19, we will invoice you for the total charges for your conference package and all other charges due under this contract approximately 1 week after your conference, less any deposit or advance payments we may already have received from you.



16. You must pay the invoice in full within 20 working days of the date of invoice. Payments may be made by any method shown on our quotation (or as otherwise notified to you).

17. If you fail to pay our invoice in full by the due date, we may charge interest to you on the overdue amount at the rate of 11% a year. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount.

Your responsibilities

18. Please ensure that we are informed of any special requirements of delegates (for example relating to any disability which may impede their ability to evacuate the venue in an emergency) at the time you make your booking application, or if this is not possible then as soon as possible afterwards.

21. You must provide us, by the dates we may reasonably request of you, with any further information we ask for regarding your conference (for example, the names of delegates).

22. You must comply with, and ensure that your delegates comply with, all of our reasonable instructions relating to health, safety and security.

23. You must not, and you must ensure that your delegates do not, cause a nuisance to anyone using or visiting our premises, which includes going into other areas of our premises which we may have hired to others. We reserve the right to require any person who causes such a nuisance to vacate our premises immediately.

24. You must vacate the venue at the scheduled end of your conference and you must leave, and must ensure that your delegates leave, the venue in a clean and tidy condition.

Promotional materials

25. You must not use our name or logos in any promotional material relating to your conference without our prior written permission (which may be conditional upon us approving the material in question before you use it).

26. You must not display any promotional material relating to your conference in any part of our premises without our prior permission.

Cancellation or postponement by you, or a reduction in the number of your delegates

27. If you want to cancel or postpone a confirmed booking for your conference, or to reduce the number of delegates for whom you have agreed to pay any charges on a "per head" basis, you must do so in writing and the provisions in paragraphs 28 to 31 inclusive will apply. If you do not notify us in writing of any cancellation, postponement or reduction, you must for the avoidance of doubt pay all our charges for your conference package in full, even if not all services and/or facilities are used.

28. We will (where applicable) use reasonable endeavours to "re-sell" the venue and/or the other applicable facilities/services for the date(s) in question. However, you must pay us any losses and costs we suffer because of the cancellation, postponement or reduction which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell (where applicable) the venue and/or other applicable facilities/services. Depending on when you cancel, postpone or reduce the numbers, the charges you must pay shall be determined by reference to the table below:

Cancelations and Postponements	
Length of time before the first scheduled day of the conference	Cancellation/postponement charge
Over 12 weeks	No charge
Between 12 and 8 weeks	Up to 25% of total charges for conference package
Between 6 and 8 weeks	Up to 50% of total charges for conference package
Between 2 and 6 weeks	Up to 80% of total charges for conference package
Less than 2 weeks	Up to 90% of total charges for conference package
Reductions in numbers of delegates	
Length of time before the first scheduled day of the conference	Reduction charge



Over 12 weeks	No charge
Between 12 and 8 weeks	Up to 25% of "per head" charges in respect of numbers being reduced
Between 6 and 8 weeks	Up to 50% of "per head" charges in respect of numbers being reduced
Between 2 and 6 weeks	Up to 80% of "per head" charges in respect of numbers being reduced
Less than 2 weeks	Up to 90% of "per head" charges in respect of numbers being reduced

29. The reduction charges will not apply if final numbers are not being reduced to below 90% of those originally booked, provided you notify us of this reduction at least 7 working days before the scheduled first day of the conference. Please note that if you are reducing the number of delegates for whom you have agreed to pay any charges on a "per head" basis, you will still be liable to pay in full any charges that are not expressed on a "per head" basis. For example, you will still be liable to pay any meeting room or equipment hire charges in full.

30. We will invoice you for the final cancellation, postponement or reduction charges once we know whether or not we have been able to mitigate our losses by "re-selling" (as applicable) the venue and/or other applicable facilities/services, and you must pay our invoice within 20 working days of the date of invoice.

31. If you have made an advance payment to us towards the charges for the conference package, the sums held by us may be set off against the cancellation, postponement or reduction charge(s) referred to above.

Cancellation by us

32. We reserve the right to cancel your booking without liability to you if: (a) you do not pay us any requested advance payment by the time required of you; or (b) we do not receive any requested bank guarantee by the time required of you; or (c) we discover that you have deliberately concealed information, or deliberately given us incorrect information, about your intended conference in circumstances where (if you had not done so) we would not have accepted your booking; or (d) we have reasonable grounds to believe that your behaviour or that of your delegates is likely to result in damage to our premises or property and/or injury to people.

33. If we cancel your booking under paragraph 32, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be the same as those set out in the table (cancellations and postponements) under paragraph 28 above.

Events outside our control

34. Except as set out in this paragraph 34, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid in advance towards your conference package.

Limitation of our liability to you

35. Subject to paragraph 36, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your conference package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

36. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.



Your liability to us

37. You agree to compensate us in full for any and all losses and liabilities we incur or suffer as a result of injury to any person or damage to any property caused by you or any of your delegates. We strongly advise you to make sure that you are fully insured against all such losses and liabilities.

Changes by us to your conference package

38. We will use all reasonable endeavours to ensure that no components of your conference package have to be altered. However, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your conference and which will not increase the charges payable.

39. We will notify you of any significant changes covered by paragraph 38, but unless the change is one which materially affects the nature of your conference package we will not offer a refund, costs or compensation.

No Smoking

40. Smoking is not permitted in the venue or any of our other premises. If any of your delegates smoke in any of our offices, meeting rooms and cafe, **we shall charge you an additional 5000naira for each such room to cover our costs to have it cleaned.**

Animals

41. No pets or other animals are allowed in the venue.

Services provided by other parties

42. We may at your request and at our sole discretion arrange for a service to be provided for your benefit by another person or organisation. However, any resulting contract will be between you and the person or organisation providing the service and you are responsible for paying their charges directly. We accept no responsibility for their performance of the service and you should take up any complaints with them directly.

43. We reserve the right not to allow onto our premises any third parties supplying services to you in connection with your conference who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

Access

44. We reserve the right to access, and you agree to permit our staff, authorised representatives and contractors to access, the venue at all times.

General

45. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

46. You may not transfer any of your rights or obligations under the contract to another person or organisation without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

47. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

48. No person who is not a party to our contract with you shall have any rights under or in connection with it.

49. All written communications by you to us must be sent by post to **12A, Mabinuori Dawodu Street, Gbagada Estate, Phase 1, Gbagada, Lagos** or by e-mail to **contact@theresourcespace.com** (or to such other address that we may notify to you). We may send written communications to you at either the e-mail or postal address you give us.

50. These terms shall be governed by the laws of the Federal Republic of Nigeria and shall be subject to the non-exclusive jurisdiction of the courts.