

NIGAV CENTRE

PREMISES AND PROPERTIES USE AGREEMENT

All individuals who wish to rent any of the halls at NIGAV Centre for any activity must comply with the following conditions and obligations which are binding.

SECTION 1 – HIRE AGREEMENT CONDITIONS

GENERAL

The NIGAV Centre offers its premises and facilities for rent, subject to the terms and conditions outlined in the agreement form.

Hirers must comply with all conditions and payment agreements as specified in the invoice. The hall cannot be confirmed booked except if payment conditions are fully met.

It is important to note that the permission granted to the hirer does not create a tenancy or lease of the NIGAV premises. Instead, it is a license to occupy the premises for the agreed-upon period.

The NIGAV Centre, as well as the landlord, the Federal Airports Authority of Nigeria, reserve the right to remove any agents, employees, invitees, or contractors of the hirer from the premises and the airport vicinity if they violate any of the hirer obligations or engage in any offensive behavior at the Centre.

CHARGES

The management of the NIGAV centre is responsible for setting all fees and charges. They also have the right to make changes to these fees and charges without prior public notification.

All fees and charges once agreed upon and the invoice given are no longer negotiable and failure to pay in line with invoice conditions may lead to termination of the contract without a refund on any payment made already.

The hire fees do not cover the following services, facilities, or equipment: audiovisual equipment and assistance, catering, or security. The centre will provide only standard chairs and tables in the hall. If you require any of the above items or services, additional charges will apply.

The hirer accepts our condition for service charge as payment made for required labour for set-up/set-down costs exclusive of hall rental charges.

All charges must include VAT and any other government-approved tax or levy.

CANCELLATION

In the event that a booking is canceled by a hirer within one month of the scheduled date for the use of the Premises, the hirer shall be responsible for paying the complete Hire Fee and any additional charges associated with the hire of the Premises.

INDEMNITY TO DISRUPTION

The Centre management shall not be held liable for any interference, disruption, or enforced cancellation of any part of a booking that is caused by civil disturbance, industrial action, terrorism, act of God, or any circumstance which is beyond the control of the Centre.

NIGAV is under no obligation to settle any industrial dispute which, if settled, would enable the activity for which the booking was made to continue.

RESPONSE TO PROHIBITION

NIGAV Centre Management, at its discretion, may prohibit any performance or function which in its sole opinion is considered objectionable or dangerous or which is contrary to law or which would be detrimental to the good standing and reputation of the Centre as centre of educational and social integration and trade promotion.

The Centre has the right to prohibit any activity with its premises that may constitute a safety and security breach to the airport and air transport services based on NCAA and ICAO guidelines, as the centre is within airport proximity. In any such case the hirer shall be deemed to have consented to the prohibition and the NIGAV shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of the prohibition of any performance or function of the hirer.

INSURANCE

The hirer indemnifies and keeps indemnified the NIGAV Centre and Associates against all losses, expenses, liabilities, claims, and damages that may be incurred as a result of or arising out of the hiring of the Premises caused by any act or omission of the hirer, its servants, agents or invitees.

The hirer is advised to take out or hold a public liability insurance policy in the name of the hirer current as at the Period of hire as the NIGAV Centre will not be liable for any risk, loss, or damage to both persons or properties related to the use of the premises

SECTION 2 – OBLIGATIONS AND PROVISIONS

PUBLICITY

Unless otherwise agreed, the hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Premises are hired is conducted or promoted by the Centre. The hirer shall not display any poster or advertisement in any part of the Premises of the Centre without having first obtained the written approval of the NIGAV Centre Management.

OBSERVANCE OF LAWS

The hirer shall comply with all rules and policies of the Centre and Federal Airports Authority of Nigeria, Ikeja Local Government, Lagos State Government, and with the provisions of all any Acts of the Federal Government of Nigeria related to public assembly.

Regulations applicable to the hirer, and shall indemnify and keep indemnified the Centre against all losses, expenses, liabilities, claims, and damages incurred as a result of the hirer's breach of any such Act, Statutes, Rules or Regulations.

The hirer agrees to indemnify the Centre against loss or damage it suffers if the hirer, or a person admitted to the Premises during the Period of Hire (except Centre staff): damages or destroys any property; injures any person; fails to observe any of the hirer's obligations under this agreement.

The hirer shall not admit patrons to the Premises in excess of the estimated attendance or occupancy of the centre, as specified in the booking form. The hirer shall not transfer or sub-let a right of the hirer under this agreement to another person.

CLEANING

NIGAV centre will provide basic pre-event and post-event clearing services for the hall. The Centre will make sure that the hall is clean and in suitable condition to use.

Cleaning fees may be charged if the hirer has created cleaning requirements above and beyond normal cleaning and this is enforced through the corkage charges to all vendors serving foods, drinks, and other materials that may constitute filthy to the environment. This fee is only refundable when collect, discard, and emptied into the refuse bags and bin all the food rubbish bottles, plates, packages etc

It is the hirers' responsibility that hall, rooms, and kitchen or similar spaces are to be cleaned including washing, drying, and putting away dishes, and the fridge emptied of all items. Catering equipment such as trays and utensils are the responsibility of the hirer and must be removed from the venue and returned.

NIGAV Centre will not be responsible for items left in Hall, rooms, toilets or kitchens.

GOOD ORDER

The hirer shall be responsible for the maintenance of good order in and around the Premises during the period for which the Premises are hired.

The hirer shall comply with any instruction by any officer of the Centre as to the maintenance of good order and compliance with these conditions in and around the Premises.

The hirer shall take all reasonable steps to ensure all persons admitted to the Premises during the hire period observe these obligations at all times.

DISTINGUISHED VISITORS

So that Centre protocol may be observed, the hirer shall give the Centre advance notice of the attendance at any function of VIPS visitors, Heads of Government, or persons representing them.

STAFF

The Centre may employ on behalf of and at the expense of the hirer, such staff as the Centre thinks necessary for the purpose of the hiring.

No setting up or dismantling of Centre equipment shall be carried out by the hirer except in the presence of a member of the staff of the Centre who is authorized to supervise such activities.

ALTERATIONS AND INSTALLATION

Any alteration of the normal seating or stage setting of any Premises shall be made only with the written consent of the Centre and at the hirer's expense.

Hirer shall seek approval for any installations on the roof, ceiling, wall, and floor and must be professionally guided to avoid damages. And a caution deposit of between N50,000 to N300,000 will be required based on the nature of the installation which will be refunded if there is no damage.

DAMAGES TO PREMISES AND EQUIPMENT

It is the responsibility of the person renting the space to ensure that the Premises, including the floor, walls, and ceiling, are left clean and without any stains at the end of the rental period. If necessary, the Centre may perform cleaning, stain removal, repainting, or other services to restore the Premises to an acceptable condition, which will be charged to the renter.

The hirer will be responsible for any damage to the premises, fittings, equipment, furniture, carpets, or other property during the hire period, except for fair wear and tear. The Centre will hold them liable for such damages.

LIQUOR, REFRESHMENTS, SMOKING

Unless otherwise approved, the hirer shall not bring or sell liquor, beverage, food, or refreshments onto the Premises.

In the event approval is given, the hirer shall abide by any conditions imposed by the Centre.

The hirer is to ensure that smoking is not permitted inside the Premises and occurs only in designated smoking areas.

SECURITY

The NIGAV Centre security has a superior right over any other Hirer security services and must work with the centre security to ensure a joint order.

Unless otherwise agreed, access to the hired Premises will only be permitted during the hire period and authorised Centre staff may be in attendance in and around the Premises during the hire period.

Authorised Centre staff have the authority to eject a person or persons from or refuse entry to the Premises or terminate an activity if, in his/her reasonable judgment, the person or persons that are not adhering to the conditions of this agreement or the Premises are being used for a purpose other than that specified in this Agreement.

If required by the hirer the Centre, may at the Hirers expense provide additional security for the Premises

HEALTH AND SAFETY

Health and Safety of the occupants is the sole responsibility of the Hirer and the visitors and guests of the hirer indemnifies the Centre of any health and safety risk or issues. It shall be the hirer's responsibility to maintain safety.

PARKING

Car parking and parking security are at the risk of the owner and the hirer.

Centre surety and parking staff only help to ensure parking is done in safe order and spacing is maximized. Centre is a liability to the non-availability of enough parking space.