

PHILLIPS OUTSOURCING SERVICES OFFICE FACILITY HIRE APPLICATION

PHILLIPS OUTSOURCING SERVICES NIGERIA LIMITED has a range of facilities available for hire. This application form outlines the Fees and Charges, the facilities available for hire, application information and the Terms and Conditions of Hire. Further information on each of the facilities is available on the Company's website.

1. APPLICANTS MUST BE OVER 18 YEARS OF AGE

2. MODE OF APPLICATION

- i. Applications must be received at least 10 business days (two weeks) prior to the booking date, with full payment due five business days (one week) prior.
- ii. The application will be processed and applicants will receive a Confirmation Letter to confirm their booking, at which time the applicant has one week to pay the book fee and a non-refundable deposit of N50,000 to secure the booking. The deposit is no additional amount, it is refunded within 10 business days after the hire provided no damage to the facility and no extra cost is incurred for cleaning the facility after the hiring period.

3. RATES

- i. Standard Rates shall apply to all Hirers whether private functions, government departments and agencies, businesses, not for profit organizations (associations, sporting groups, playgroups etc.).

ii.

LOCATION	ROOM NAME	ROOM MAX. CAPACITY	Hourly Rate (Work Days)	Hourly Rate (Weekend/Public holiday)
Ilupeju	Board room	8 persons	6,000.00	7,200.00
	Training room	30 persons	10,000.00	12,000.00
	Meeting room	8 persons	5,000.00	6,000.00
Lekki	Board room	8 persons	6,250.00	7,500.00
	Training room	25 persons	8,500.00	10,200.00
	Meeting room	3 persons	3,125.00	3,750.00
Ibadan	Board room	8 persons	3,500.00	4,200.00
	Training room	45 persons	6,000.00	7,200.00
	Meeting room	6 persons	2,500.00	3,000.00

4. BONDS AND ADDITIONAL CHARGES

i. A N50,000 refundable bond is applicable for all bookings.

5. HIRER’S INFORMATION

Name of Organization: -----

Address: -----

Telephone No:-----

Email: -----

Name of Contact Person: -----

Type of Activity: Office use, Conferences, Meetings, Seminars, Trainings, Examination or others (please state):

Number of people attending:-----

Is the event open to the public? YES NO

6. Booking Facility Times:

Facility to be Hired: -----

1. Lekki Facility (9A Shaffi Sule Street, Off Admiralty Way, Lekki Phase 1, Lagos)
 - a. Board Room
 - b. Training Centre
 - c. Meeting Room

2. Ilupeju Office (4th Floor, ISN Medical House, 40 Association Avenue, Ilupeju)
 - a. Board Room
 - b. Training Centre
 - c. Meeting Room

3. Ibadan Office (Basco Plaza, Opposite SOA Filling Station, Bashorun Ibadan, Oyo State)
 - a. Board Room
 - b. Training Centre
 - c. Meeting Room

Booking Date: -----

Booking Start Time: -----AM/PM Booking Finish Time: -----AM/PM

Facility can only be accessed within the specified booking times. Please allow sufficient time for setting up and cleaning/packing away and include this into your requested times.

7. **Liquor Consumption:**

Will the event include the consumption of liquor? YES or NO

Will the event include the sale of liquor? YES or NO

Will you have a live band or DJ performing at your event? YES or NO

Will you use any special electrical equipment? YES or NO. If YES, please state the Equipment: ----

Approval for these activities will be at the discretion of the Company based on potential impact to surrounding residents and will need to comply with relevant regulations and laws.

Is amplified music going to be played? YES or NO

PHILLIPS OUTSOURCING SERVICES NIGERIA LIMITED

TERMS AND CONDITIONS OF HIRE

Please read the following carefully prior to completing your Booking Application Form. Applicant to keep Terms and Conditions of Hire and return Booking Application Form.

These terms and conditions are the terms that the Company will hire a Facility to a Hirer.

1. **DEFINITIONS**

Company means Phillips Outsourcing Services Nigeria Limited.

Facility means the premises of Phillips Outsourcing Services Nigeria Limited to be hired by the Hirer, as specified in any booking or event application or approval, quotation, invoice, or other document provided by the Company

Hire means to engage for temporary use any of the Company's facilities designated for the hiring:

Hirer means the Individual or Organization (or any person acting on its behalf and with its authority), as specified in any booking or event application or approval, quotation, invoice, or other document provided by the Company to the Hirer.

Hire Fee means the amount the Hirer must pay to the Company for the hire of the Facility, as agreed between the Company and the Hirer

Hire Period means the period of time from when the Facility is to be hired by the Company to the Hirer as specified in any booking or event application or approval, quotation, invoice or other document provided by the Company to the Hirer or as otherwise extended by the Parties in writing.

Party means a party to these terms and conditions and, where the context so permits, includes its successors or personal representatives (as the case may be) and permitted assigns.

Regular Hirer means a Hirer that holds 24 or more hires within a 12-month period; and *Start Date* means the date the Hire Period commences as specified in any booking or event application or approval, quotation, invoice, or other document provided by the Company to the Hirer.

2. ACCEPTANCE AND CONFIRMATION OF BOOKING

- i. Acceptance by the Hirer of any booking or event approval, quotation, invoice, or other document provided by the Company; any instructions received by the Company from the Hirer for the hire of a Facility or Reserve; and or the Hirer's signing of a declaration to
- ii. be bound to these terms and conditions, constitutes acceptance of these terms and conditions.
- iii. The Hirer is responsible for communicating all information related to the hire to the Company.
- iv. For the avoidance of doubt, acceptance of these terms and conditions constitutes an acknowledgment to be bound by these terms and conditions, which may only be amended by the Company in writing.
- v. No hire is valid until the Company provides the Hirer with a letter of approval of the hire and the Hirer provides the Company with the required bond. The Hirer must keep the approval letter as proof of hire.
- vi. Bookings can only be taken up to 12 months in advance.

3. FACILITY AND RESERVE HIRE

- i. From the Start Date, the Hirer hires from the Company the Facility or Reserve for the Hire Period and at the Hire Fee, on these terms and conditions and any other terms and conditions provided to the Hirer by the Company. For the avoidance of doubt, if there is an inconsistency between these terms and conditions and other conditions provided by the Company to the Hirer (e.g., special conditions contained in the approval letter), the other conditions prevail.
- ii. Applications must be received at least 10 business days prior to the booking date.
- iii. Bookings may be subject to a risk assessment which will be conducted in conjunction with the Hirer and a representative of the Company.
- iv. The Hirer may only use the Facility for the purposes approved by the Company. Only the specific room(s) of the Facility (if applicable) booked may be used and only on the day(s) and time(s) approved. A Hirer does not have sole use of any outdoor space or shared use spaces (i.e., carparks and reception) in a Facility.
- v. Any time required for set up and cleaning up at the end of your event must be included in the booking time.
- vi. Facilities are available for hire from 6am. The event must conclude by 9pm Monday to Friday; and 10pm for Saturday and Sunday.
- vii. Minimum booking time is one hour, with increments of fifteen minutes as another hour thereafter.
- viii. Any Hirer granted approval to use a Company Facility or Reserve, is at no time permitted to sub-lease or assign or make it available for hire to any other individual or group.
- ix. Unauthorized use or entry to a Facility at any time without the written consent from the Company may result in legal implications, additional charges and put your future bookings at risk of not being accepted.

4. **USAGE TIME**

- i. Approval to use a Facility applies only to the times and dates outlined on the booking approval letter.
- ii. This must allow for set-up and clean-up times on your relevant application form.
- iii. If the function extends past the approved time, additional Hire Fees will be charged. The premises must be vacated, and no loitering is permitted.

5. **HIRE FEE AND BOND PAYMENT**

- i. The Hire Fee is:
 - a. set annually for each financial year and contained in the Company's Schedule of Fees and Charges; and
 - b. as indicated on any approval or invoice provided to the Hirer by the Company.
- ii. The Company reserves the right to change the Hire Fee in the event of a variation to the Company's quotation. Any variation from the plan of scheduled hire or specifications will be charged for on the basis of the Company's quotation and may be shown as variations
- iii. on the invoice. The Hirer must not proceed with any variations without first obtaining the Company's authorization. Payment for all variations must be made in accordance with the payment terms specified on the Company's invoice (if applicable).
- iv. Bond amounts are in accordance with the Company's Schedule of Fees and Charges.
- v. The bond must be paid in one payment, no part payments will be accepted.
- vi. Failure to comply with the terms of hire may result in the forfeiture of all or a portion of the Hirer's bond (to be determined in the Company's absolute discretion).
- vii. If there is no damage to the Facility (including equipment within it) or additional costs arising from the hire, the bond will be refunded by the Company, within 10 business days from the last date of the hire.
- viii. The following fees and charges may be deducted from the bond (at the absolute discretion of the Company): additional hire time; repairs to the hired Facility or Reserve, equipment, surroundings; missing or damaged keys/access cards; removal of decorations or damage to walls; additional cleaning and security call outs.
- ix. The Hirer also acknowledges that a breach of the hire arrangement may result in the Company refusing to agree to any future hiring to the applicant, including any approved future bookings.

6. **BOOKING CANCELLATIONS BY HIRER OR COMPANY**

- i. Cancellations by the Hirer must be made in writing to the Company.
- ii. Cancellations by the Hirer within 5 working days of the booking date will forfeit 100% of the Hire Fee.
- iii. All bookings for hire of space are at the discretion of the Company. On occasion, the Company may need to cancel or reschedule a booking to allow alternative use of the space or may need to close a Facility or Reserve or restrict space to undertake maintenance or repairs. In this instance, every effort will be made to ensure the Hirer is offered an alternative and appropriate option and given notification to make alternative arrangements.
- iv. If the Company is advised prior to the Hire that the Hirer intends to use the Facility or Reserve for, in the discretion of the Company, an inappropriate use of our facility or reserve, the Company may cancel the Hire. Further, if the Hirer uses the Facility or Reserve for, in the discretion of the Company, an inappropriate use, the Company may refuse to accept future bookings from the Hirer and associated individuals and groups.

- v. In the event of a Local Emergency the Company may cancel a hire with limited or no notification for the Facility or Reserve to be used for emergency response.

7. KEYS/ACCESS CARD

Keys will not be issued unless pre-conditions of the hire are completed (e.g. payment of bond and approval letter) and all money associated with the hire are paid.

8. ALCOHOL AND SMOKING

- i. Alcohol is strictly prohibited within the Company's premises whether in an open space or reserve area.
- ii. No alcohol is to be consumed or sold in any Facility.
- iii. If alcohol is consumed in a Facility without Company approval, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g., they will be required to immediately leave the Facility) and risk approval of future booking requests.
- iv. Smoking is prohibited in all Facilities and within 10 metres of all entry points. If smoking in a Facility occurs, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g., they will be required to immediately leave the Facility) and risk approval of future booking requests.

9. SAFETY

All electrical cords, fittings, switches and other electrical appliances used by the Hirer must be switched off after use and the Hirer will use its best endeavours to ensure the safety of all persons attending the event.

Any electrical equipment being provided by the Hirer must be approved by the Company before being used and listed on the Hirers application form.

10. LIABILITY AND INDEMNITY

- i. The Hirer releases, discharges and indemnifies the Company from all claims and demands on the Company arising out of or consequent on the use or misuse of the Facility.
- ii. The Hirer assumes all risks and liabilities for and in respect of the Facility including but not limited to:
 - a. any injuries to or deaths of persons,
 - b. damage to property of the Company, the Hirer or any third party; and
 - c. breach or non-compliance with legislation or local law, arising from the Hirer's possession, use, maintenance of the Facility.
- iii. The Company will not be liable for any damage or loss that the Hirer suffers by reason of any breakdown or inconvenience caused by or incidental to the Facility or Reserve.

11. CLEANING

- i. The Hirer is to leave the Facility clean and tidy. A cleaning checklist will be provided to Facility hirers, and they must comply with it. All food scraps, rubbish, decorations, and equipment are to be removed and any marks, damage or additional cleaning may result in deductions from your bond.
- ii. All rubbish must be removed from the Facility at the completion of the Hire Period and placed in the bins provided. The Hirer must take any rubbish with them that will not fit in provided bins.
- iii. Cleaning must be completed by the time specified on the booking approval. If cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.
- iv. It is the Hirer's responsibility to provide any equipment necessary to ensure the premises are left clean and tidy (please note that cleaning equipment is not provided).
- v. The Facility will be inspected by the Company for any damage and additional cleaning, prior to and following the Hire Period.

12. EQUIPMENT

- i. The setting up, and storage of tables, chairs and other equipment is the responsibility of the Company.
- ii. The Hirer shall ensure that furniture and fixtures are only moved within the Facility, not outside the and to arrange furniture as found if re-arranged during the Hire period.
- iii. All the furniture and equipment contained in facilities remains the property of the Company and may not be removed at any time.
- iv. All furniture and equipment will be inspected following the Hire Period. Should any damage be caused, the cost of repair or replacement will be deducted from the bond payment.
- v. Furniture and equipment required other than that provided within the bookable spaces must be supplied by the Hirer at the Hirer's expense and shall be the liability of the Hirer.

13. ATTENDANCE AND ADVERTISING

- i. Attendance must not grossly exceed the estimated attendance number provided on the booking or event application and if this does occur the Company may cancel the booking or hire.
- ii. No temporary or permanent signage is permitted external to the venue or in road reserves, without the written approval of the Company for the signage, prior to installation.

14. PROHIBITED ACTIONS, ITEMS AND PERMISSIONS

- i. Prohibited items including but not limited to barbecues, candles, gas bottles, open flames, portable stoves or ovens, fireworks, kerosene, or spirit type lamps, must not be used within a Facility.
- ii. No fire of any type may be lit in the surrounding grounds of any Facility. Confetti, balloon releases, rice, glitter or glitter shapes are not permitted within the Facility or surroundings.
- iii. Blu-tack, adhesive tape, thumb tacks or silly string are not to be used on any surfaces to secure decorations or similar within the Facility.
- iv. The Hirer shall not perform any dramatic or musical work, or the playing of any recorded material in the Facility.
- v. Smoke machines and bubble makers, event lighting, portable bars and drink/slushy machines must not be used within the Facility.

- vi. No exotic dancers, nudity or similar entertainment is permitted.
- vii. Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents. All care must be taken to not park on residential verges, damage private lawns or irrigation systems.
- viii. Ground markings are the responsibility of the Hirer. Line markings are to be in water-based paint and used in accordance with the manufacturer's instructions. No injurious
- ix. substances including but not limited to lime powder/dust, creosote, or glyphosate (Roundup) is permitted.

15. **DAMAGE**

- i. If notable damage is not reported prior to the commencement of the hire it will be deemed that the damage occurred during the course of the hire.
- ii. All damage must be reported to the Company as soon as noticed:
 - a. For non-urgent matters via email: bookings@phillipsoutsourcing.net
 - b. During business hours (Monday to Friday) on 08132217533
 - c. After hours on 08132217533
- iii. The Hirer is responsible for any breakages, theft, loss or damage to the Facility and equipment supplied by the Company for the hire that occurs during the Hire Period (or a reasonable period of time after the Hire Period). Should any such event occur, the Company must be notified as soon as possible. The cost of repairing or replacing any breakage, damage or loss will be borne by the Hirer and will be deducted from the bond.
- iv. The Hirer is responsible for any loss or damage to Company property surrounding the Facility or Reserve that is damaged as a result of the function. The cost of repairing such loss or damage will be deducted from the bond. This includes, but is not limited to, damage to parking bollards, piping, trees, shrubs, fences, grass, signs, lighting etc".
- v. In addition to recovering costs through the bond the Company may initiate legal proceedings against the Hirer to recover any loss or damage in excess to the bond including legal cost (on a full indemnity basis) associated with the recovery.

16. **SECURITY**

The Hirer shall ensure that all lights are turned off, any doors, windows and gates locked, and alarms systems armed at the completion of each booking.

17. **CONTROL OF NOISE**

- i. The Hirer must ensure that all their noise activities comply with the Environmental Protection Laws and Regulations.
- ii. Noise generated by playing loud music and/or noise from human activities (shouting, quarrelling and vehicles) must not cause a noise nuisance or annoyance to neighbouring premises.
- iii. The Hirer may be liable for any fees and charges relating to the investigation of a noise incident or complaint.

18. TEMPORARY STRUCTURES

No tent or marquee is to be erected at any Facility, Reserve or public open space area without obtaining prior consent from the Company.

19. STORAGE

- i. All equipment or property must be removed prior to the end of scheduled booking time, unless prior written approval of the Company is obtained. Any equipment of the Hirer left at the Facility or Reserve without written approval of the Company may be disposed of by the Company in line with its policies.
- ii. Where written approval has been granted by the Company to the Hirer for the Hirer to store their equipment/property, the Hirer will be allocated a designated storage room or part thereof and the Hirer will be charged in accordance with the Company's Schedule of Fees and Charges.
- iii. Where allocated space is part of a shared area the Hirer will be responsible for securing equipment and keeping it safe in neat and tidy manner. The Company is not liable for any equipment stored on site.

20. GENERAL

- i. If any provision of these terms and conditions is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- ii. These terms and conditions and any Facility hire agreement to which they apply will be governed by the laws of the Federal Republic of Nigeria and are subject to the jurisdiction of the courts in Nigeria.
- iii. The Company will be under no liability whatsoever to the Hirer for any indirect and or consequential loss and or expense (including loss of profit) suffered by the Hirer arising out of a breach by the Company of these terms and conditions.
- iv. The Company may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.
- v. Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- vi. If the Company and the Hirer are in dispute over anything arising out of or in any way connected with a quote or these terms and conditions, and one party requires the dispute to be resolved, then that party must give the other party a written notice of the details of the dispute. Within 14 days of a party receiving the notice, the parties and or their delegates must meet and attempt to resolve the dispute. If, within 14 days of that meeting, the dispute is not resolved, either party may proceed to litigation.
- vii. The Company reserves the right to review these terms and conditions at any time. If following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Hirer of such change.
- viii. The failure by the Company to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect the Company's right to subsequently enforce that provision.

Declaration

I declare that I am over 18 years and acknowledge I have read the 'Terms and Conditions of Hire' and agree to abide by the conditions. I acknowledge that costs including but not limited to those in clause 5 may be taken from my bond and any additional costs will be rendered by myself or the organization named on the booking application form.

Name of Applicant: _____**Position (if application is on behalf of a Company):** _____**Signature:** _____**Date:** _____