



AVANTEFLY LLC

TERMS & CONDITIONS FOR MEETING SPACES BOOKINGS



AVANTEFLY TERMS AND CONDITIONS FOR MEETING SPACES

1. GENERAL

These Booking Conditions and the Booking Agreement (Terms) apply to booking our Executive Meeting Spaces services (Services) booked on AvanteFly (Registration No 1607943) (AvanteFly, “we”, “us”) for its clients (Client, “you”, “your”) and all related data, content and other information.

This Agreement shall be deemed effective upon the Client either clicking or confirming on the Agreement, or confirming any Services by email to AvanteFly.

You appoint us as your agent for the purpose of booking the Services, subject to this Agreement and standard terms and conditions of the Operator (Network Partner). AvanteFly is a booking agent only and is not part of the management of the space. AvanteFly will rely on third party operators (Network partners) to perform the Services. You accept that AvanteFly has no responsibility or liability whatsoever in connection with the performance of such Services by the Operator, any change to the booking, or arising from any act or omission by you (or any other persons).

These Terms of Service apply to booking meeting spaces at AvanteFly Limited. Meeting space services refer to a range of services or any one or some combination of services offered through AvanteFly to customers booking meeting spaces as set out in the description of the particular meeting space on the AvanteFly website.

In these terms and conditions ‘we’, ‘are’ or ‘us’ refers to AvanteFly and ‘you’ refers to customers(s).

2. BOOKING

In order to book a meeting space you must register on our website or mobile application. All bookings are subject to availability and to payment in advance of the booking fee. Completion of registration on our website or mobile application and payment of the booking fee constitutes an offer to us to secure a meeting room and any equipment. We will send formal confirmation of your booking to you by email and only then will any contract between us be formed. Such contract will only apply to those services which we have confirmed in our confirmation email. The booking is confirmed [by email] once payment in full is received. Access will be denied if you have not paid in advance. All payments are to be made by cash, bank transfer or debit card. We do not accept payments by cheque.

Extending your booking

If your meeting is likely to overrun the time booked you can amend your booking online subject to availability. Bookings cannot be extended beyond our normal opening hours of 9.00am to 6.00pm on working days (last booking at 5pm) for some meeting spaces.

Agents

- Agents booking a meeting for a customer must disclose the identity of the customer and confirm that they are duly authorised by the customer to make the booking in the absence of which we will not be obliged to honour the booking.
- Agents booking on their own account must disclose the identity of the customer, firm or company that the booking corresponds to.
- In either case, agents will remain liable for the total booking fee in the event that the client declines to pay.

3. CANCELLATIONS



If you cancel or fail to use the booking you will remain liable for the total booking fee. No refunds will be given for cancellation or failure to use the booking. However, with 24 hours notice before the start of the meeting we can amend the dates if you need to rearrange so long as the booking duration remains the same and is not split up into multiple bookings.

4. EQUIPMENT

- The hiring of a meeting space includes the hiring of all tables and chairs and equipment within the room as detailed in the room specification on the website.
- If you plan to use your own computer/laptop during the room hire it must be PAT tested to conform with other legal requirements.
- Any additional technical equipment you may wish to bring to the meeting room must be agreed with us prior to the event and all such equipment must demonstrate it has been PAT tested.
- You are liable for any damage to or loss of our furniture, the meeting room or equipment (whether yours or ours). In the event of any damage or loss to our furniture, the meeting room or our equipment we will send you an invoice for the cost of repair and/or replacement which must be paid within seven days.
- You must not disconnect, change or tamper with any cabling or connections in the meeting room. In the event of any technical issues our staff will endeavour to rectify the same for you.
- You must not move furniture from the meeting room to any other part of our premises without our consent.
- We do not hold adaptors or chargers and so please bring your own should they be required.
- Standard local and national calls can be made using the handsets provided, all other call types are not unavailable.

5. INTERNET

- For spaces with free internet, you are entitled to the use of free internet access subject to you complying at all times with the relevant provisions when using the free internet connection.
- In the event that AvanteFly network partner experiences any issues with the provision of internet service (whether temporary suspension or otherwise) AvanteFly will not accept any liability or be held responsible for any loss or damage whatsoever which may be occasioned to a customer as a result of the occurrence of such issues. This limitation and exclusion of liability and responsibility shall apply however such loss or damage may arise whether directly or indirectly and you waive any right to make any claim whatsoever against AvanteFly or any of the Meeting space companies arising out of or in connection with any such loss or damage.

6. TECHNICAL SUPPORT

These terms and conditions (“Agreement”) are the legal terms and conditions on which Provider (“Provider”) provides IT services as defined further below (the “Services”) to you (the “Client”). This Agreement governs your use of the Services and will apply to any provision of any Services by Provider to you.

Interpretation

‘Services’

- Unlimited dedicated telephone and remote work support for customers relating to access and connectivity requirements. Client acknowledges and agrees:
- that the Client shall pay no fee in respect of the Services provided by Provider; and that the essential purpose of this Agreement is to limit the liability of Provider in respect of the



provision of Services, and that the charging of fees would be required if Provider were to assume any further liability other than as set forth herein.

- Nothing in this Agreement shall limit or exclude Provider's liability for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for Provider to exclude or restrict liability.
- Provider shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or revenue, loss or inaccuracy of data, equipment downtime, business interruption or any indirect, incidental, punitive, exemplary, special or consequential loss or damages however arising under or in connection with this Agreement or the Services; and
- Provider's total liability to the Client in respect of all other losses arising under or in connection with this Agreement and the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed N100.

THE SERVICES ARE BEING PROVIDED "AS IS", WITHOUT ANY WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND NON INFRINGEMENT OF THIRD PARTY RIGHTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Restrictions on use

- You are responsible for ensuring your own behaviour and that of others attending your meeting is at all times appropriate and in accordance with our principles and values. We reserve the right to cancel any bookings for meetings that we in our sole discretion deem inappropriate.
- You must declare when booking the room the purpose of the room hire and the meeting room and equipment must be used for that purpose only.
- You must not use the rooms or equipment in any way which results in annoyance or disturbance to us or any of our employees meeting space members or visitors or which may bring our name into disrepute.

Our liability

- Any equipment or IT services provided by us are subject to the terms and conditions set out under the technical support provisions of the general terms and conditions.
- Persons attending our premises to use meeting rooms and/or equipment must keep their personal belongings with them at all times and we accept no liability for damage to or loss of personal belongings. We do not accept any liability for any loss (including without limitation theft) of any property from our premises save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.
- We will not be liable to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or good will) or any other loss or damage which does not result directly from our actions or omissions or the actions or omissions of our employees, contractors or agents is consequential or is not reasonably foreseeable to both you and us when the contract between us was formed.
- Nothing in these terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

7. AFTER USAGE

You must leave the meeting room clean, tidy and arranged as you found it. Any failure to comply will result in us issuing an invoice to you for cleaning charges.



8. FORCE MAJEURE

Neither of us shall be liable or responsible to the other for any failure to perform or delay the performance of any obligations under these terms and conditions that is as a result of force majeure. Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming force majeure including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes and other similar events that are beyond our reasonable anticipation and control despite such parties' reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrences and which events or the effects thereof are not attributable to a party's failure to perform its obligations under this agreement.

9. RISK ASSESSMENT

- Management of Health and Safety; every employer will assess the risks to health and safety of those who are in their care and whether that number is five the assessment should be recorded. You will accordingly be required to carry out a risk assessment for your booking.
- You must make yourself aware of our risk assessment and fire safety procedures and how your activity impacts on it and how our risk assessment impacts upon your activity.

10. OTHER TERMS AND CONDITIONS

- The subletting of meeting rooms or equipment or facilities is not permitted.
- Any complaint about any services provided for a meeting or about the meeting room or any equipment provided must be notified in writing to us within fourteen days of your meeting.
- Smoking is not permitted in any of our premises.
- Permission to film or video events must be obtained in advance from us.
- Food and drink must not be brought onto our premises for resale on the premises.
- You are permitted to serve and consume alcohol provided you have our prior written consent and you have notified us when booking the meeting room.
- Any food and beverage consumed within meeting spaces must be provided by the onsite café, where one is available.

11. CHANGES TO THE TERMS AND CONDITIONS

We reserve the right to change these terms and conditions from time to time. Where possible we will give you reasonable notice of changes and the date they take effect.

12. LAW AND JURISDICTION

Contracts for the booking of meeting spaces and/or equipment will be governed by the laws of Nigeria. Any dispute arising from or relating to such contract shall be subject to the exclusive jurisdiction of the courts of Nigeria.