



Event terms and conditions

Interpretation

1. In these conditions:
 - (a) 'Supplier' means The Leonard Family Trust trading as Annatel Pty Ltd ABN 78 183 878 626 of 115 Munro Avenue, Sunshine North VIC 3020 which is the supplier of the Services, also referred to as 'Blackjack Nights' herein.
 - (b) 'Customer' means the purchaser of the Services specified in the Supplier's quotation, or in the Customer's order for the Services.
 - (c) 'Services' means the products and services specified in the Customer's orders or the Supplier's order acknowledgments from time to time and includes 'Shows' as hereinafter defined.

Terms of sale

2. The Services and all other products sold by the Supplier are sold on these terms and conditions.

Confirmation of bookings

3. All bookings will be considered tentative pending receipt of deposit, and held without obligation, for a period of seven (7) days unless otherwise stipulated. Once this period has elapsed Blackjack Nights reserves the right to cancel the booking.
4. Bookings will be considered confirmed upon receipt of:
 - (a) 25% of the quoted price (or a lower amount stipulated by the Supplier at the time of booking) and a signed copy of this Terms and Conditions form, for event dates in January through October (inclusive) booked more than 30 days in advance of the event date.
 - (b) 50% of the quoted price (or a lower amount stipulated by the Supplier at the time of booking) and a signed copy of this Terms and Condition form, for event dates in November or December booked more than 30 days in advance of the event date. Deposit payment and signed form must be received no less than 45 days prior to the event date.
 - (c) 100% of the quoted price and a signed copy of this Terms and Conditions form for any event booked less than 30 days before the event date.
5. Deposits are strictly non-refundable.

Cancellations, date changes and event size changes

6. Event cancellations will be subject to the following cancellation fees:
 - (a) Events booked for dates in January through October (inclusive) that are cancelled between 7 and 30 days before the scheduled event date will incur a cancellation fee of 50% of the total event quote. January-October events cancelled less than less than 7 days before the scheduled event date will incur a cancellation fee of 100% of the total event quote.
 - (b) Events booked for dates in November or December that are cancelled more than 14 days before the scheduled event date will incur a cancellation fee of 60% of the total event quote. November/December events cancelled less than 14 days before the scheduled event date will incur a cancellation fee of 100% of the total event quote.
 - (c) Confirmed bookings that are cancelled outside of the above periods will forfeit the event deposit.
7. In the event that a confirmed booking is cancelled by Blackjack Nights, due to inability to provide the services or any other reason, the customer will be entitled to a full refund.
8. If the customer wishes to change the date of the function Blackjack Nights will endeavour to roll over the date, subject to the following conditions:
 - (a) Events can only be moved to a date for which Blackjack Nights has tables and staff available. Tables and staff are allocated on a first-booked, first-served basis.
 - (b) A fee of \$250 or 10% of the quoted price (whichever is higher) will apply to all date changes.
 - (c) The new event date must be within 90 days of the original event date, and surcharges will apply to events that are moved onto a peak November/December date.
 - (d) Only one date change is allowed per booking.
 - (e) Date changes must be requested at least 30 days prior to the original event date.
9. Date changes that do not meet the above conditions will be treated as a customer cancellation and subject to the fees outlined in Item 6 above.
10. If the number of guests attending the event exceeds the original quotation by 15% or more, Blackjack Nights reserves the right to supply and charge for any additional staff and tables required.

Blackjack Nights – the closest thing to a real casino! 115 Munro Avenue, Sunshine North VIC 3020
Ph: 1300 224 780 E-mail: info@blackjacknights.com.au www.blackjacknights.com.au

Terms and conditions v2.6, updated 20/1/2017



Payment

11. Unless prior arrangements have been made, payment in full is required before the event date (or on the day of the event, if so arranged). Payment may be made either by cash, cheque or EFT, as follows:

CASH: Call to arrange.

EFT: ANZ Bank, BSB: 013 481, A/C: 4939 32569. Please include the invoice or quotation number in the transaction description field.

CHEQUE: Payable to "Blackjack Nights", 115 Munro Avenue, Sunshine North VIC 3020

12. Post-dated cheques dated 1 day after the function will be accepted.

13. Failure to pay within the above terms may be considered a default, and may be subject to an interest charge of 3% per month. The customer may be liable for any legal fees and/or any collections fees for the amount in default.

Money back guarantee

14. Blackjack Nights offers a money-back guarantee on events, subject to the following conditions:

- (a) Any customer seeking to claim the money-back guarantee must apply to do so in writing (by mail to 115 Munro Avenue, Sunshine North VIC 3020 or by email to info@blackjacknights.com.au) no more than 7 days after the event date.
- (b) The customer must have signed and returned a copy of these Terms and Conditions prior to the event date.
- (c) The request must be accompanied by a genuine complaint with regard to the supplier's provision of the services.

Event set up, pack down and venue requirements

15. Casino set-up (or "bump in") is to commence at the following times:

- (a) 1, 2 or 3 table events: no more than 90 minutes prior to event start time
(eg: bump in begins at 5:30pm, event starts and guests begin arriving at 7.00pm)
- (b) 4, 5 or 6 table events: no more than 2 hours prior to event start time
(eg: bump in begins at 5:00pm, event starts and guests begin arriving at 7.00pm)
- (c) 7 or more table events: no more than 2.5 hours prior to event start time
(eg: bump in begins at 4:30pm, event starts and guests begin arriving at 7.00pm)

16. Casino run time will commence within 60 minutes of the event start time
(eg: event starts and guests begin arriving at 7.00pm, casino begins at 8.00pm).

17. Casino pack up (or "bump out") will commence no more than 30 minutes after the casino ends
(eg: casino ends at 11.00pm, bump out begins at 11.30pm).

18. Extensions beyond the times discussed in Items 15, 16 and 17 (eg: early bump in, delayed bump out) can be arranged, but will incur a wait time charge of \$50 per table per hour (or part thereof).

19. Where access to a venue is difficult or impractical (including, but not limited to, multiple flights of stairs and/or no reasonable on-site parking for unloading a van), Blackjack Nights reserves the right to charge an additional fee of \$50 per table per hour (or part thereof) for any additional time required to complete bump in or bump out.

20. Casino staff require a 'green room' / change area.

21. Tables must be set up in a fully enclosed area (indoors, marquee with walls, etc), or a \$100 per table cleaning surcharge may apply.

22. Tables must **not** be set up in a designated smoking area, or in any other area where the supplier's staff will be exposed to smoke.

23. The client must provide a meal for set-up staff for all events with four or more casino tables.

24. The Supplier is not liable for any loss, consequential loss, damage or delay occasioned to the Customer or its customers arising from late or non-delivery of the Services.

25. The Customer is responsible for ensuring that the entertainment services booked are in accordance with the venue's / other relevant licensing requirements.



26. The Supplier reserves the right to cancel the booking if the venue chosen by the Customer represents a safety hazard to the Supplier's staff, and/or is found to be impractical for the purposes of fulfilling the event (for example, a venue where there is no reasonable access for getting the casino tables and equipment inside).

Event photography

27. The Customer grants the Supplier the right to take photographs during the event, and authorises the Supplier to use such photographs for any lawful purpose (including but not limited to marketing, publicity, online content and social media). The Customer acknowledges that they will not receive financial compensation of any type and that publication of said photos confers no rights of ownership or royalties. The Customer may opt out of this clause by informing the Supplier in writing.

Safety

28. The Customer shall ensure that the venues and all items and facilities provided by the Customer for use by the Supplier and its employees, performers, contractors or agents whether in connection with the Shows or not (e.g., stage, change rooms, power source) shall comply with all applicable occupational health and safety laws regulations or standards and all other applicable laws, regulations or standards.
29. The Supplier shall ensure the performance and all items provided by the Supplier shall comply with all applicable occupational health and safety laws regulations or standards and all other applicable laws, regulations or standards.

Insurance and liability

30. The Supplier is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising in any way whatsoever out of the supply of the Shows or any goods or services in connection therewith including arising out of the negligence of the Supplier, its officers, employees, agents or contractors, except to the extent that any such liability may not be so limited or excluded by law.

Exclusion of representation and arrangements

31. These terms and conditions supersede and exclude all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of the Services.

No waiver

32. The failure of any party to enforce the provisions of this agreement or to exercise any rights expressed in this agreement is not to be a waiver of such provisions or rights and does not affect the enforcement of this agreement.

Force majeure

33. If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Supplier, the Supplier is unable to perform in whole or in part any obligation under this agreement the Supplier is relieved of that obligation under this agreement to the extent and for the period that it is so unable to perform and is not liable to the Customer in respect of such inability.



Customer acknowledgement

The Customer acknowledges that the above provisions of these Conditions of Supply are reasonable and reflected in the price and the Customer accepts the risks of the Customer associated with these Conditions of Supply and/or shall issue accordingly.

I/We agree to the above terms and conditions for the Function

Date of Function Quote #.....

Name OR Legal entity name (Name of company/organisation - If applicable)

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- 1. Signed..... 2. Signed.....
- 1. Name..... 2. Name.....
- 1. Date

N.B. Tables are solely for ENTERTAINMENT PURPOSES ONLY

PLEASE COMPLETE AND EMAIL BACK TO
info@blackjacknights.com.au