

BLACKBOX GAMING SYSTEMS: TERMS AND CONDITIONS

1 HIRE TERMS

- 1.1 These Terms of hire, together with the Schedule form the terms and conditions of the Entertainment hire.
- 1.2 We supply the Entertainment to You subject to the following terms.

2 ENTERTAINMENT SUPPLIED

- 2.1 We will supply You with the Entertainment.
- 2.2 It is mandatory that Our Staff remain at the Function until such time as the Entertainment is returned to us, unless alternate arrangements have been made with or by BGS staff.

3 OUR OBLIGATIONS

We will:

- (a) prior to the date of the Function, We will inspect the site where the Function will take place in order for Us to determine what Equipment will be required;
- (b) provide the Entertainment in accordance with the Schedule;
- (c) provide Our Staff to supervise the use of the Entertainment at the Function;
- (d) ensure the Entertainment is in good working order, subject to internet and network connection issues which are beyond Our control; and
- (e) provide You with exclusive use of the Entertainment during the Function.

4 YOUR OBLIGATIONS

- 4.1 These Terms are personal to You and You must not allow any other person or entity who is not specified in the Schedule to use, re-hire or have possession of the Entertainment at any time, unless otherwise agreed to in writing by Us.
- 4.2 You must:
 - (a) prior to the date of the Function, arrange for Us to inspect the site where the Function will take place;
 - (b) ensure that the Entertainment is operated safely, strictly in accordance with all Laws, only for its intended use, and in accordance with the manufacturer's instructions;
 - (c) ensure that You and Your Guests follow all directions given by Us in relation to the use of the Entertainment;

- (d) ensure You and Your Guests adhere to the Australian Classifications;
- (e) only use the Entertainment specified in the Schedule;
- (f) not direct Our Staff to do anything which would be in breach of any Law;
- (g) observe any safety directions advised by Our Staff or the manufacturer of the Entertainment to ensure its safe operation;
- (h) not alter, modify, damage or attempt to repair the Entertainment without Our prior written consent; and
- (i) return the Entertainment to Us in the same condition and good working order it was in when it was delivered to You.

4.3 You must not allow any other person to operate the Entertainment without Our prior written consent.

4.4 You are responsible for any loss, theft or damage to the Entertainment during the Function except to the extent that such loss, theft or damage was caused by Us or by the actions of Our Staff.

4.5 If the Entertainment brakes down or becomes unsafe to use as a result of Your or Your Guests' acts or omissions, or if the Entertainment is lost, stolen or damaged during the Function, You will be liable for any costs incurred by Us to recover and repair, or replace the Entertainment and as such we reserve the right to retain the Bond (if Bond is paid).

5 CANCELLATIONS

5.1 We require a minimum 24 hours' notice from You for all cancellations.

5.2 If You cancel less than 24 hours before the Function is to commence, We reserve the right to retain the Deposit.

5.3 We reserve the right to cancel a Booking at any time prior to the date of the Function. If We cancel Your Booking for any reason, We will refund You any payment received by Us on account of the Hire Charge (including the Deposit).

6 PAYMENT

6.1 You must pay Us the Hire Charge in the following stages:

- (a) a fifty percent (50%) Deposit is due and payable on the date of Booking; and
- (b) the balance of the Hire Charge is due and payable on or before the date of the Function, otherwise we will not provide the agreed entertainment until paid.

6.2 You will pay the Hire Charge as directed by Us.

- 6.3 You must pay all GST payable by Us in connection with the supply of the Entertainment and any other tax or charge. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with these Terms are exclusive of GST.

7 BOND (CORPORATE EVENTS ONLY)

- 7.1 You must pay Us the Bond before the Function commences.
- 7.2 Provided that the Entertainment is returned to Us in the same condition and good working order it was in when it was delivered to You, we will refund the Bond to you within 5 days of the Function.
- 7.3 Notwithstanding the extent of the damage, if the Entertainment has been damaged or destroyed by You or Your Guests then the Bond will not be returned to You.
- 7.4 If the cost of repairing or replacing the Entertainment is greater than the value of the Bond then, then in addition to all other amounts paid to Us, You will be liable to pay the full cost of repair or replacement, less the Bond.

8 ENTERTAINMENT EXTRAS

- 8.1 Prior to or during the Function you may choose to purchase Entertainment Extras if those Entertainment Extras are available.
- 8.2 If You add Entertainment Extras in accordance with clause 8.1, You will be required to pay the Additional Charge as directed by Us.

9 BEHAVIOUR

- 9.1 You acknowledge that You will observe Our Code of Conduct which is available from our website at www.blackboxgamingsystems.com and that You and Your Guests will conduct yourselves in a safe and controlled manner at all times.
- 9.2 If You or your Guests fail to comply with Our Code of Conduct throughout the duration of the Function, We may exclude You and/or your Guests from using the Entertainment without any refund.
- 9.3 At all times Our decisions will be final on all matters likely to affect the safety and well-being of You, Your Guests and Our Staff. This includes any decision that We make about Your or Your Guests' on-going use of the Entertainment.
- 9.4 To the extent permitted by Law, We will not be liable in any circumstance for any personal injury or damage to property of any kind or any consequential loss resulting from your failure to use the Entertainment as directed.

10 PRIVACY

- 10.1 You agree that We need to collect Your personal information for the purpose of assessing and processing Your Booking, and providing the Entertainment.
- 10.2 We will handle Your personal information in accordance with Our Privacy Policy. Please visit our website at www.blackboxgamingsystems.com to view Our Privacy Policy.

11 INDEMNITY

Without affecting any other indemnity or rights of Ours under these Terms, You indemnify Us and will keep Us indemnified for and against:

- (a) any Claim or Loss to any property caused or contributed to by You or Your Guests;
- (b) Claims in respect of personal injury or death:
 - (i) caused by or contributed to by You or Your Guests; or
 - (ii) arising out of, connected with, or as a consequence of the You breaching these Terms; and
- (c) any Claim or Loss that We may suffer or incur arising due to, or in connection with, any breach or default by You of Your obligations under these Terms,

provided that Your liability under this clause 11 is reduced to the extent that the Claim or Loss is caused or contributed to by Our negligent act or omission.

12 PRESCRIBED TERMS: LIMITATION OF LIABILITY

- 12.1 To the extent permitted by Law, all guarantees, warranties and conditions other than those specified in these Terms and the Prescribed Terms, are hereby excluded.
- 12.2 Where Prescribed Terms apply under the Australian Consumer Law, the following applies:
- (a) Our goods come with guarantees that cannot be excluded by the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 12.3 Our liability for the breach of any Prescribed Term is limited (at Our election) to:
- (a) in the case of a major failure (as defined in the Australian Consumer Law), the extent permitted by the Australian Consumer Law; or
 - (b) in any other case, the supply of the Entertainment again or payment of the cost of having the Entertainment supplied again.
- 12.4 To the extent permitted by Law and subject to clause 12.3:
- (a) We will not be liable in any circumstance:

- (i) for any personal injury or damage to property of any kind resulting from Your negligence, default under these Terms, or illegal act during Your and Your Guests' use of the Entertainment;
 - (ii) any loss of or damage to Your property; and
 - (iii) any consequential loss suffered by You.
- (b) Our total liability to You for all claims of loss or damage arising out of this agreement in any way is limited to an amount equal to the monies We have actually received from You on account of the Hire Charge.

13 COMPLIANCE WITH AND APPLICATION OF LAWS

- 13.1 Both parties agree to comply with all applicable Laws and regulations prior to and throughout the duration of the Function.
- 13.2 If You fail to comply with all applicable Laws and regulations prior to and throughout the duration of the Function, We may exclude You from using the Entertainment without any refund.
- 13.3 The Laws of the Australian Capital Territory will apply to these Terms and both parties submit to the jurisdiction of the Courts of the Australian Capital Territory.

14 GENERAL

- 14.1 If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 14.2 These Terms (and any documents executed in connection with it) are the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements.
- 14.3 We reserve the right to amend these Terms at any time and without Your consent by giving you 30 days' notice in writing.
- 14.4 All notices to a party will be sent by email.

15 DEFINITIONS AND INTERPRETATION

- 15.1 In these Terms:

Additional Charge means the additional charge for the Entertainment Extras at the prices as set out for each item in the Schedule.

Australian Classifications means the age appropriate advisory and restricted classification categories set by the Australian Government through Australian Classification for computer games.

Australian Consumer Law means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

Bond means the bond as set out in the Schedule (A bond will apply for Corporate functions only).

Booking means the order placed by You with Us for the supply of the Entertainment

Claim includes any right, debt, cause of action, action, liability, claim, entitlement, damages, proceeding, remedy, suit or demand of any nature, howsoever arising, and whether present or future, fixed or unascertained, actual or contingent, whether at law, in equity, under statute or contract or otherwise.

Customer means person booking entertainment for the Function

Deposit means the deposit as set out in the Schedule.

Entertainment means the Equipment, Games and Miscellaneous Items as selected by You in the Schedule.

Entertainment Extras means the additional items of entertainment which are not selected by You at the time of the Booking.

Equipment means the equipment as set out in the Schedule.

Function means Your function for which We are hired to provide the Entertainment.

Games the games as set out in the Schedule.

Guests means Your invited guests.

Hire Charge means the hire charge as set out in the Schedule.

Law means any act, ordinance, order, rule, regulation, by-law, code (including building laws and work health and safety law), or other legislative or subordinate legislative instrument, and includes any manual, standard, industrial agreement, scheme, undertaking, code or award, and includes any replacement or amendment of any of those from time to time.

Loss includes liability, loss, damage, suit, action, demand, expense, proceeding and cost (including legal costs on a full indemnity basis).

Miscellaneous Items means the miscellaneous items as set out in the Schedule.

Our Staff mean Our staff member(s) which will be present at the Function.

Prescribed Terms means any terms, conditions and warranties which the law expressly provides may not in respect of these Terms be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent.

Schedule means the schedule to these Terms.

Us, We, Our means Clint Gleeson owner of Blackbox Gaming Systems or any staff present at the function.

You, Your means the party identified as 'You' as set out in the Schedule.

15.2 Unless the context requires otherwise:

- (a) a reference to a person includes a corporation, a trust or any other legal entity;
- (b) the singular includes the plural and vice versa;
- (c) headings are for convenience and do not form part of these Terms and Conditions or otherwise affect the interpretation of these Terms and Conditions;
- (d) where any word or phrase is given a definite meaning in these Terms and Conditions, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (e) the term "includes" (or any similar term) means "includes without limitation"; and
- (f) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.