



## Legal matters associated with Hiring of Fun Casino's

In Britain fun casino's are legally classified as themed entertainment and as such they are not regulated by The Gambling Act 2005. As a result of which they do not require a gaming license or any special permission to operate.

They must however comply with section 15 of The Lotteries And Amusements Act 1976 and The National Lotteries Act 1993.

The Lotteries And Amusements Act 1976, allows any gaming amusement to be used as part of the entertainment at an event provided certain rules are adhered to: -

### The official legal wording is as follows:-

The promoters of an "exempt entertainment" (i.e. fate, dinner, dance, sporting event or bazaar) may lawfully provide as part of the entertainment any "amusement with prizes" whether it is a lottery, gaming or both, providing the following conditions are met: -

- That the whole proceeds of the entertainment, after deducting the expenses of the entertainment, shall be devoted to purposes other than private gain.
- That the facilities for winning prizes at such amusements are not the only or substantial inducement for persons to attend the event.

\* The Gambling Act 2005, which became law on 1<sup>st</sup> September 2007 is published on the website of The Office of Public Sector Information.\*

[http://www.opsi.gov.uk/acts/acts2005/ukpga\\_20050019\\_en\\_1](http://www.opsi.gov.uk/acts/acts2005/ukpga_20050019_en_1)

## Our Rules of Hire

We only hire our Fun Casino to private individuals or corporations under the following conditions: -

- Under no circumstances may any monetary buy-ins take place in order to play our games, either at or prior to the event with the exception of Poker events and tournaments.
- Hirer must under no circumstances offer or give cash (any currency) or any form of shopping / gift voucher as a prize for participation in the fun casino play.
- Hirer must take full responsibility for the conduct / behaviour of all present.
- Entrance to the entertainment must be by invitation or by prepaid ticket and not open to the general public.
- If advertising there should be no mention of gambling, only "amusement with prizes" is permitted. The word casino must be preceded by Fun, Prize or Charity.
- It is an offence to incite gambling where minors are involved and as such under 18's are not permitted to play at any of our tables.

Should any infringement of gaming law come to our attention we will terminate all fun casino activities immediately and no refund of any monies will be made.

Charities may make a charge for entry to and for participation in fun casino play as a means of raising funds. No cash prizes may be offered or given.

We only provide hire at charity fundraising events to United Kingdom registered charities.

Documentary evidence of charitable status must be provided.

### **The Little Casino Company**

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The Little Casino Company is the business trading name of Melinda Z Hardwicke

## Terms & Conditions

*(The Little Casino Company shall be known hereafter as TLC)*

### **Payment terms:**

A deposit (Normally 25%) is required to secure a booking together with a signed confirmation of our completed booking application.

TLC shall issue an Invoice for the deposit. An additional invoice will be issued in due course for payment of the remaining balance which must be paid before, or at the very latest, on the day of the event before the entertainment commences.

### **Cancellations policy:**

On confirmation of booking, TLC will begin arrangements for the hire of staff, suppliers and logistics. Therefore deposits are non-refundable.

### **Gaming Time:**

The gaming time will have been stated in the contract at the time of booking. This is usually 3 hrs. as standard. For events that are required to run beyond this time an additional charge of £60 per table per hour will be charged to the hirer.

### **Delays:**

Whilst TLC will make every effort to ensure the event can start on-time, if due to circumstances beyond our control, the event start is delayed then our liability is limited to a pro-rata reduction of the hire cost. Alternatively, the event time can be extended in order to make up for lost time.

### **Gaming Equipment and Damage:**

TLC reserves the right to alter or amend equipment if necessary due to unforeseen circumstances. If this occurs, TLC will attempt to notify the hirer in advance of these changes.

All gaming equipment and accessories remain the property of TLC. Deliberate acts of vandalism, damage by wilful disregard of instructions or theft of equipment will be charged to the hirer to cover replacement costs.

### **Insurance:**

TLC holds public liability insurance of £5Million. Our policy document is available on request. TLC will conduct a risk assessment of the event venue prior to setup, nevertheless, we shall not be responsible for any injury or damage to persons or property arising from the use of any equipment we supply. All persons using our equipment do so at their own risk.