

Fantasy Character Appearances – Townsville:

Terms and Conditions

This document refers to the following individuals:

- **Fantasy Character Appearances – Townsville:** The owner of the agency (Angela Fleming).
- **Character Performer:** The person accepting and completing work found by Fantasy Character Appearances – Townsville.
- **Customer:** The person who books a character performer through Fantasy Character Appearances – Townsville agency.
- **Appearance:** A job booked by a customer which is completed by the character performer.

By booking with Fantasy Character Appearances – Townsville, a customer acknowledges that they have read and agree to the terms and conditions outlined in this document.

What we do:

Fantasy Character Appearances – Townsville arranges appearances by character performers as requested by the customer. These appearances generally involve the character performer posing for photos and talking to children in character. They may also conduct craft activities or parties games, apply temporary tattoos to children, provide children with gifts or favours, and sing and/or dance. Character performers may conduct other activities on request of the customer. Character performers can generally work at any type of event.

Responsibilities of the customer:

1. All children at a booking are considered to be under the supervision of the customer, and they are under the customer's supervision for the entirety of the booking. The customer is responsible for the health and safety of all children at the appearance and is expected to actively supervise these children for the entirety of the appearance, including during activities conducted by the character performer. The children at the appearance are not under the care of the character performer at any time.
2. It is the responsibility of the customer to ensure that the working environment is safe for the character performer/s.
3. It is the responsibility of the customer to provide accurate information to Fantasy Character Appearances – Townsville regarding the event upon booking, including the number of children that the character performer will be expected to interact with, the type of location the character performer will be expected to work in, etc.
4. It is the responsibility of the customer to pay for the services in full as stated in their invoice before the time at which the appearance is scheduled to commence unless otherwise discussed with Fantasy Character Appearances – Townsville. Payment can be made via direct deposit, cash, PayPal, Pay ID, or any other method discussed and agreed upon by both parties. Fees may be incurred if the payment has not been completed by this time. This fee will generally be 12% of the invoice amount annually, broken down to 1% of the invoice amount monthly.

Responsibilities of the character performer:

5. It is the responsibility of the character performer to complete work they have agreed to when accepting bookings through Fantasy Character Appearances – Townsville.
6. It is the responsibility of each character performer to uphold the standards outlined in all contracts, documents, etc. created by Fantasy Character Appearances – Townsville.
7. It is the responsibility of the character performer to provide an entertaining performance of a character.
8. It is the responsibility of the character performer to act in a kind, polite, and age-appropriate manner at all times.
9. It is the responsibility of the character performer to conduct any activities as agreed upon and to do so in a safe manner to the greatest extent of their capabilities.
10. It is the responsibility of the character performer to advise Fantasy Character Appearances – Townsville on any changes to their working with children card.
11. The character performer is not responsible for the safety or supervision of any child during any appearance.

Responsibilities of Fantasy Character Appearances – Townsville:

12. It is the responsibility of Fantasy Character Appearances – Townsville to attain booking information from the customer and attempt to organise an appropriate character performer to complete the appearance.
13. Generally, it is the responsibility of Fantasy Character Appearances – Townsville to provide materials and equipment for character performers to complete appearances.
14. Fantasy Character Appearances – Townsville does not take responsibility for the actions or conduct of character performer's as sole traders/subcontractors. Fantasy Character Appearances – Townsville can help mediate conversations between customers and character performers in the event that a customer is dissatisfied with the conduct of a character performer.
15. It is the responsibility of Fantasy Character Appearances – Townsville to advise a customer upon request the status of a character performer's working with children card.

Rights of the customer:

16. The customer has the right to cancel the booking at any time. A full refund will be provided in the case that the cancellation is made no later than 2 hours prior to the scheduled start time of the appearance and the appearance was not fully customised for the customer (for example, if a costume was created specifically for the customer, a full refund may not be provided). If the appearance must be cancelled within 2 hours of the scheduled start time due to an emergency on behalf of the customer (eg. A car crash) a refund may be provided. If the appearance must be cancelled due to an emergency on behalf of the character performer or a weather event (storm, heat wave, etc.) a full refund will be provided). In the case that a customer is unsatisfied with an appearance or a character performer, they can contact Fantasy Character Appearances – Townsville to discuss the potential for a refund.
17. The customer has the right to instruct a performer to leave a booking immediately and without explanation in the case of verbal, physical, or sexual abuse. The customer can contact Fantasy Character Appearances – Townsville to discuss the potential for a refund.
18. The customer has the right to publish any photos of character performers taken at the booking.

Rights of the character performer:

19. Character performers have the right to deny any requests for appearances for any reason and are not expected to accept any requests simply because a customer wants to book them.
20. Character performers have the right to leave an appearance immediately and without explanation in the case of verbal, physical, or sexual abuse. A refund will not be provided.
21. Character performers have the right to leave an appearance immediately if starting or continuing the appearance could be unsafe (eg. If the environment is unsafe, if they are not provided with adequate rest/drink breaks, etc.)
22. Character performers have the right to leave an appearance immediately if it is different than what had been agreed upon. ie. If there are many more children than had been paid for, if it is in a location that is unsafe, if it is being held on dirt/grass/mud when we were previously told it would not be, if they do not receive an agreed upon cash payment prior to the appearance, etc.
23. Character performers have the right to access a shaded area in which they can sit down and drink water during physically demanding appearances (outside when the temperature is above 28 degrees Celsius, appearances longer than 2 hours, requiring more than 25% of the appearance time to be in direct sunlight, etc.)

Rights of Fantasy Character Appearances – Townsville:

24. Fantasy Character Appearances - Townsville has the right to re-share photos of our characters on our Facebook page that the customer has shared publicly on the internet. If a customer does not wish their photos to be shared, they must contact Fantasy Character Appearances – Townsville.
25. Fantasy Character Appearances – Townsville has the right to amend any advertised prices for services if they are required to be customised (eg. If the character performer is required to travel to a different town, if they want the character performer to conduct particular activities not stated in this document, etc.) This price amended will be discussed and agreed upon between Fantasy Character Appearances – Townsville, the customer, and the character performer.
26. Fantasy Character Appearances – Townsville are not responsible for the conduct of any other business it is associated with (eg. For partnerships with party suppliers, photographers, etc.)