

THE SUPER PARTY HEROES TERMS AND CONDITIONS

An agreement has been made on the day of the dated Email between the addressee of the aforesaid Email, hereinafter called the BOOKER, and THE STEPHANIE LEE-HARPER TRUST, Trading as "SUPER PARTY HEROES" hereinafter called the SUPER PARTY HEROES, under which the BOOKER engages SUPER PARTY HEROES to provide a performer, balloonist or face painter, hereinafter called the ARTISTE(S), and the ARTISTE(S) accepts the engagement to perform on the date and time shown on the aforementioned Email, subject to the terms and conditions below.

1. The date and time requested by the BOOKER will be temporarily held for the BOOKER for three calendar days before payment is due. If payment is not received within 3 days SUPER PARTY HEROES will re-open the allotted time to other clients. Upon payment SUPER PARTY HEROES shall book the ARTISTE on the date and time agreed upon and not make any other reservations or accept any other clients for said date and time. For this reason, in the event that the BOOKER cancels the agreement for any reason, all monies paid shall be retained by SUPER PARTY HEROES in order to offset its loss of business within the guide as follows:

- The BOOKER will pay a \$100 non-refundable reservation fee upon date of payment. This is transferable to another party, performed by the same ARTISTE(S). The reservation fee also goes towards part-payment of the booking. The final due amount is due 10 days before the event date.
- If the contract is cancelled within 28-15 days of the performance date 50% of the contract fee will be payable and if cancelled within 14 days of the performance or less 100% of the contract fee will be payable.
- Any engagement of the above ARTISTE(S) at the above venue within a period of 12 months shall be negotiated through the SUPER PARTY HEROES.

1. POSTPONING:

PLEASE NOTE - THERE IS NO FREE POSTPONING OPTION DUE TO RAINY DAYS. YOU ARE REQUIRED TO HAVE A RAINY DAY PLAN.

- **POSTPONEMENT AFTER 72 HOURS OF THE BOOKING:** Any swaps, by the BOOKER, to the booking date or time within 28-16 days of the original booking date are free of charge, on the agreement that the same ARTISTE(S) that have been postponed, will fulfil the contract for the requested postponed day and time - subject to availability
- If your booking date is postponed within 15-0 days of the performance date for any other reason a re-booking fee of \$99 (inc GST) to rebook will be required for every postponed ARTISTE(S). This will be given to the ARTISTE(S) to partially offset their loss of income that week. The SUPER PARTY HEROES are contracting the ARTISTE(S) on behalf of the BOOKER and this is part of the ARTISTE(S) agreement.
- *Sports Parties:* Will require the BOOKER to provide an undercover dry venue, or can be swapped for a show more appropriate for "party at home" or inside venues.

Shows can be freely postponed only to extreme weather such as, cyclones, extreme warning storms, flooding where the QLD government have permitted it unsafe to drive.

COVID-19 Forced Government Restrictions: Any event that has been affected by government restrictions or lockdowns will not lose their money. Instead, monies held by the SUPER PARTY HEROES will be held in credit for the BOOKER for an unspecified future event date. There is no refund on cancellations, including Government restrictions, only credit towards a future event.

SICKNESS OF ARTISTE(S)

In the extremely small chance that the ARTISTE(S) is unwell or injured the SUPER PARTY HEROES will endeavour to find a replacement of the same type of show that the BOOKER had originally chosen.

However, with last minute illnesses or injuries, due to the small timeframe of a 2 hour party, finding a replacement character that matches exactly what the BOOKER had originally planned cannot be guaranteed. In this case the BOOKER will be offered:

A: the opportunity to have a replacement ARTISTE(S) with a different show, if available,
or

B: A full refund, along with \$100 voucher, as a gesture of goodwill, towards their next booking.

Please note between 2008 to February 2023 SUPER PARTY HEROES have only failed to find a replacement for the same type of show that the BOOKER had originally chosen only 4 times out of 15,600+ events.

2. **COVER & SHADE:** Appropriate cover and shade must be arranged in advance in case of hot days or bad weather conditions. There is no refund on cancellation of a performance due to bad weather. If the entertainment has begun and bad weather disrupts the performance, ARTISTE(S) will wait in shelter, where they will continue to stay until the bad weather ceases or until the time slot that they have been booked for ends.

Due to health & safety and hot costumes, performers cannot work in direct sunlight for long periods. The BOOKER is responsible for providing appropriate shade for the ARTISTE(S) to work in and this will be determined by the ARTISTE(S). Face Painters and Balloonists will require solid shade to perform.

3. **SET-UP TIME:** The BOOKER has paid a fee which includes up to a 15 minute set-up time for the ARTISTE(S) to prepare the show from location of their vehicle. This is the usual time for an ARTISTE(S) to set up in a local park or house party. If the venue requires off-site parking or lifts or long walkways the BOOKER will be charged an extra fee for the ARTISTE(S) to arrive earlier than usual. It is the responsibility of the BOOKER to warn the SUPER PARTY HEROES of venues that do not have direct parking access. Examples of this are, and not limited to: Brisbane and Gold Coast CBD, Hotels, South Bank, Barracks, Shopping Centres, Museums, Stadiums and parks with limited parking areas such as: Robelle Domain, Botanical Gardens, Roma Street Parklands, Rocks Riverside Park, Kangaroo Point parks.

4. **PARKING:** Free parking, as close to the venue as possible, a maximum of 15 metres, will be made available by the BOOKER, for the ARTISTE(S) vehicle(s). However, if car parking is not available near the venue the BOOKER must ensure that the ARTISTE(S) props are supervised by an adult during the time that the ARTISTE(S) parks their vehicle(s). Any car parking fees, such as pay and display, are to be paid by the BOOKER, to the ARTISTE(S) as an additional cost. There may be a "set-up time" surcharge required if parking is not adjacent to the event area (see above).

5. **LIABILITY:** Where the BOOKER is acting on behalf of, or purports to act on behalf, a third party, the BOOKER shall be personally responsible for all obligations, financial or otherwise, under this agreement.

6. The BOOKER and ARTISTE acknowledge that the SUPER PARTY HEROES has limited input into the ARTISTE(S)' performance and that the SUPER PARTY HEROES cannot be held liable for any representation, conduct, omission or agreement regarding the ARTISTE(S)' performance. However, every reasonable safeguard is assured. The BOOKER accepts that they are employing the ARTISTE(S) to perform at the contracted date and time that has been mutually agreed by both parties.

7. Whilst the ARTISTE(S) will use their best endeavours to attend the function, or provide an alternative artiste to give a satisfactory performance; should the ARTISTE(S) be prevented from doing so, for any reason outside their control, (including sickness or mechanical breakdown), the ARTISTE(S) shall not incur any liability for their non-appearance for any expenses paid for the event (as an example: decorations, food, hall hire and attending guest expenses, emotional distress).

8. If the ARTISTE is delayed through sickness, mechanical breakdown or other such problems the ARTISTE will arrive and perform for the duration of the contracted time and the fee will be reduced as a percentage of the missed performance from the full amount. If the ARTISTE is delayed performing through no fault of their own (as an example: waiting for security clearance, difficulty parking, guests arriving late, dinners being served late, hall double booked) the BOOKER understands that the ARTISTE(S) will finish the performance at the contracted finishing time that had been previously agreed.

9. It is the sole responsibility of the BOOKER and the ARTISTE(S) to ensure they meet the correct standards of liability required to execute their agreed duties. Upon Request, the SUPER PARTY HEROES shares this information to the BOOKER of the ARTISTE(S) Public Liability but holds no responsibility for any Public liability & Insurance claims arising between the parties. The BOOKER agrees to indemnify, defend and hold SUPER PARTY HEROES harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated the use of props and equipment used for shows, whilst under the care, custody and control of the ARTISTE(S).

10. **PROTOCOL AT THE EVENT:** The BOOKER must be contactable by mobile phone during the entire day of the event and meet the ARTISTE(S) at the venue upon their arrival.

11. The BOOKER must arrange for at least one other adult to be in the room for the duration of the show. The BOOKER is responsible for the safety and behaviour of the children for the duration of the entertainment. The ARTISTE(S) are not insured as babysitters and are not responsible for the behaviour of the children. The ARTISTE(S) will halt any performance if a child is in danger of hurting themselves or others, damaging property or intending to disrupt the ARTISTE(S) until that child has a responsible adult caring for that child. A child or children touching the equipment, costume without the ARTISTE(S) consent, or abusing the ARTISTE(S), verbally or physically in any way, will need to be removed from the Show area, by the parents or BOOKER attending. The child's/children's behaviour are to be corrected before being able to join back in the show. At no such time will verbal or physical abuse be tolerated, including hitting the ARTISTE(S) in "rough play". The BOOKER will receive no refunds in any form if the ARTISTE(S) stops their show or cannot provide their usual show due to abusive behaviour from adults or children at the event.

12. The BOOKER will allow adequate space on the stage, floor or ground, with access to the mains electrical supply (if required), to enable the ARTISTE(S) to perform.

13. **SHOW CHANGES:** A guide for the number of children is quoted per show at time of booking. If the number of children exceeds that guideline the BOOKER understands that the show may not be as high a standard as usual (due to excess number of children). The SUPER PARTY HEROES and the ARTISTE(S) reserve the right to adjust the show accordingly to best fit the numbers of children. This may mean omitting some of the activities of the show. All elements of any show are subject to change due to environment, weather conditions, health & safety and behaviour and numbers of children.

14. **ALLERGIES & MEDICAL:** It is the responsibility of the BOOKER to know and disclose to the ARTISTE(S) of SUPER PARTY HEROES of any allergies or medical conditions of the children attending the event if it is a private event.

15. The BOOKER understands that the BOOKER will be held liable, if negligent, in the unlikely event of accident or injury to the ARTISTE(S) or to the ARTISTE(S)' equipment caused by the BOOKER, their guests or the venue staff at the event.

16. Modelling balloons, party bags, lollies and some of the small toys that the ARTISTE(S) give(s) away are not suitable for children under the age of three. For health and safety, the ARTISTE(S) reserve(s) the right to refuse giving certain toys or modelling balloons directly to any child under the age of three without a parent present. The ARTISTE(S) are not responsible for any children under the age of 3 accessing items given to children over 3 years old. Any party bags given by the BOOKER to parents with children under the age of 3 is the responsibility of the BOOKER to advise the parent of age 3+ recommendation for party bags.

17. It is the ARTISTE's responsibility to use hypoallergenic face paint products, and to maintain brushes and sponges to a high standard of hygiene. Any balloons supplied are latex and, again, could potentially cause a reaction to people with latex allergies. Although a small risk of reaction, the SUPER PARTY HEROES holds no responsibility for adverse reactions to face paint or balloons. The BOOKER understands that it is not the responsibility of the ARTISTE(S) or the SUPER PARTY HEROES to vet allergies of children and that attendees of the event allow their children to be painted or have balloons at their own risk.

Please retain a copy of these terms & conditions of booking for your reference

THESE TERMS HAVE BEEN MODIFIED ON 19th February 2024 and are subject to change.
Super Party Heroes: 07 3555 8019 Email: admin@supersteph.com

