

## 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 company, SUPER PARTY HEROES, under which the BOOKER engages the company SUPER PARTY HEROES to provide a performer, hereinafter called the sun-contracted ARTISTE, and the sub-contracted ARTISTE accepts the engagement to perform on the date and time shown on the aforementioned Email, subject to the terms and conditions below.

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 amount agreed on the completed booking form will be deducted from the BOOKER. \$110 of the deposit is non-refundable upon date of payment however, is transferable to another party, performed by the same ARTISTE.
  - 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.
1. A guide for the number of children is quoted per show. If the number of children extends over 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 reserves 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.
  2. Shows can be postponed due Covid-19 restrictions and to extreme weather such as, cyclones, extreme warning storms, flooding where it will be unsafe to drive. However, this is at the discretion of the SUPER PARTY HEROES. Postponement terms are as follows:
    - Stephanie Lee-Harper (SuperSteph) can be postponed to a time between 3-9pm Wednesday, providing that she is available.
    - The team of other ARTISTES, who work as sub-contractors for SUPER PARTY HEROES, can be postponed to any day required, on the time slots of 12.30pm and 4.30pm on weekends, on the agreement that the same ARTISTE(S) that have been postponed, will fulfil the contract for the requested postponed day and time, providing that they are available.
    - Sports Parties: Can be postponed due to rain for the above times or swapped for a show more appropriate for inside venues where possible.
    - COVID-19: 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 cancellation of a performance due to the Government restricting numbers, only credit towards a future event.
  3. COVID-19: If the ARTISTE is unable to perform the show due to being unwell or in quarantine, The SUPER PARTY HEROES, will endeavour to find entertainment to match the booked show or recommend a show that will entertain the same demographic. If the BOOKER is not satisfied to accept a different show the SUPER PARTY HEROES will refund the BOOKERS money in full. Whilst the sub-contracted ARTISTE(S) of the SUPER PARTY HEROES 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).
  4. 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.
  5. The BOOKER and ARTISTE acknowledge that the SUPER PARTY HEROES has limited input into the ARTISTES 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.
  6. The BOOKER accepts that they are employing the ARTISTE(S) to perform in the contracted date and time that has been mutually agreed by both parties. 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, guests arriving late, bad weather, 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.
  7. Any engagement of the above ARTISTE at the above venue within a period of 12 months shall be negotiated through the SUPER PARTY HEROES.
  8. It is the sole responsibility of the PURCHASER and the ARTISTE to ensure they meet the correct standards of liability required to execute their agreed duties. The SUPER PARTY HEROES holds no responsibility for any Public liability & Insurance claims arising between the parties.
  9. Appropriate cover and shade must be arranged in advance in case of bad weather conditions. Sports Parties are to be booked on the understanding that they will be postponed to a different date and time due to rain rather than being cancelled. 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 and safety and hot costumes performers cannot work in direct sunlight.
  10. 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. Free parking, as close to the venue as possible, 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.
  12. 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 performers and not insured to be babysitters.
  13. 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.
  14. 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.
  15. The BOOKER will allow adequate space on the stage, floor or ground, with access to the mains electrical supply, to enable the ARTISTE(S) to perform.
  16. Modelling balloons 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 to any child under the age of three.

17. It is the ARTISTE's responsibility to supply and 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. Parents allow their children to be painted or have balloons at their own risk.

Please retain a copy for your reference THESE TERMS HAVE BEEN MODIFIED ON 4th January 2022 and are subject to change.

Super Party Heroes: Mobile 07 3555 8019 Email: [admin@supersteph.com](mailto:admin@supersteph.com)