

Fantasy Character Appearances – Townsville

Rights and Responsibilities

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.

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.

1. Responsibilities of the customer:

- a. All children attending at a private appearance remain under the supervision and care of the customer or another responsible adult nominated by the customer for the entirety of the booking. The customer is responsible for the safety of all children at the appearance and is expected to supervise these children for the entirety of the appearance, including during activities conducted by the character performer. All children attending at a public event appearance remain under the supervision and care of their parent/guardian. Children are not under the care or supervision of any character performer at any time.
- b. As appearances are conducted at locations not owned or controlled by Fantasy Character Appearances – Townsville, the customer is responsible for providing a safe and suitable working environment for all character performers.
- c. The customer is responsible for providing accurate information regarding the booking, including but not limited to; the exact timing of the appearance, the number of children attending, the type of event, the environment/location, accessibility, any special requirements, risks, or conditions relevant to the appearance.
- d. The customer is responsible for ensuring payment is made in full prior to the scheduled commencement time of the appearance unless otherwise agreed upon in writing.
- e. The customer is responsible for ensuring performers have reasonable access to basic amenities where appropriate, including drinking water, shelter, and bathroom facilities.
- f. Customers accept responsibility for the conduct of children and guests attending the appearance and may be held financially responsible for any deliberate, reckless, or negligent damage caused to costumes, props, equipment, or materials during the booking.
- g. Customers are responsible for ensuring pets or animals at the venue do not interfere with performer safety or damage costumes/equipment.
- h. Customers and guests are asked to respect character integrity during appearances and avoid intentionally attempting to remove costumes, expose performers' identities, or disrupt the immersive experience.
- i. Where possible, customers should provide safe and reasonable parking access close to the appearance location.
- j. The customer acknowledges that character availability is dependent on individual performer availability and that performers may have other employment, education, personal, or family commitments which can affect their availability for bookings.

2. Responsibilities of the character performer:

- a. Character performers are responsible for upholding the standards and expectations outlined in all Fantasy Character Appearances – Townsville contracts, agreements, and communications.
- b. Character performers are responsible for providing an entertaining and age-appropriate character performance. Character performers are responsible for conducting agreed-upon activities to the best of their abilities and in a manner that prioritises safety.
- c. Character performers must conduct themselves in a safe, respectful, and professional manner at all times.
- d. Character performers are responsible for arriving at the booking location ready to perform by the scheduled commencement time of the appearance. If a performer becomes aware that they may be late, they must notify the customer and Fantasy Character Appearances – Townsville as soon as reasonably possible.
- e. Character performers must advise Fantasy Character Appearances – Townsville of any changes to the status of their Working with Children Check/Blue Card.
- f. Character performers are not responsible for the supervision, care, or safety of any children attending any appearance.

3. Responsibilities of Fantasy Character Appearances – Townsville:

- a. Fantasy Character Appearances – Townsville is responsible for collecting booking information from customers and attempting to organise a suitable performer for the appearance.
- b. Fantasy Character Appearances – Townsville will generally provide all costumes, materials, and equipment required for performers to complete appearances.
- c. Character performers operate as independent subcontractors/sole traders. Fantasy Character Appearances – Townsville takes reasonable steps to engage suitable performers and communicate booking expectations; however, performers remain responsible for their own conduct during appearances. Where concerns arise regarding a performer's conduct, Fantasy Character Appearances – Townsville may assist in facilitating communication between the customer and performer where appropriate.
- d. Upon request, Fantasy Character Appearances – Townsville are to advise customers regarding the status of a performer's Working with Children Check/Blue Card.
- e. Fantasy Character Appearances – Townsville is not responsible for injuries, damages, losses, or disruptions arising from attendee behaviour, unsafe venue conditions, weather, or circumstances outside of reasonable control. Customers remain responsible for supervising children and maintaining a safe environment during the appearance.

4. Rights of the customer:

- a. Customers may cancel a booking at any time. Refund eligibility is outlined in the FAQ section of our website. Generally, if a booking is cancelled more than 2 hours prior to the start time of the appearance, a full refund is available; if a booking is cancelled with less than 2 hours before the start time of the appearance, refunds are only available in exceptional circumstances and are assessed by Fantasy Character Appearances – Townsville on an individual basis.

- b. Customers may request that a performer leave the appearance immediately in cases involving unsafe or inappropriate behaviour. Customers are encouraged to contact Fantasy Character Appearances – Townsville regarding any concerns and the potential for a partial refund.
- c. Customers may take and publish photographs or videos of performers taken during appearances for personal use. Commercial use of performer images or branding without permission is not permitted.
- d. Customers may request that photographs from their booking not be reshared by Fantasy Character Appearances – Townsville on social media or promotional material. Customers may request, at any time, that photos that depict children or guests from their appearance booking which were previously shared by Fantasy Character Appearances – Townsville be removed.

5. Rights of the character performer:

- a. Character performers may leave an appearance immediately if they experience verbal abuse, physical abuse, sexual harassment, unsafe behaviour, discrimination, or any situation that places them at risk. In such cases, refunds will not be provided.
- b. Character performers may leave an appearance immediately if the booking substantially differs from the information originally provided, including but not limited to; significantly more attendees than agreed upon, unsafe environments, outdoor terrain or weather conditions not previously disclosed, non-payment where payment was agreed prior to commencement.
- c. Character performers have the right to access reasonable rest, hydration, and shaded areas during physically demanding appearances, particularly during; hot weather, appearances longer than two hours, appearances requiring any amount of direct sunlight exposure, etc. Character performers reserve the right to pause activities, take breaks, modify activities, remove costume components where appropriate, or cease the appearance if reasonably necessary to protect their health and safety.
- d. Character performers may refuse activities they reasonably believe are unsafe, inappropriate, or outside the agreed scope of the booking.
- e. Character performers are only required to work for the agreed booking duration. Appearance time commences from the time the performer arrives at the booking location ready to begin performing. Delays caused by the customer, venue, guests, or event organisers — including requests for the performer to wait before entering or commencing activities — are included within the booked appearance time and will not extend the scheduled finish time unless otherwise agreed.

6. Rights of Fantasy Character Appearances – Townsville:

- a. Fantasy Character Appearances – Townsville may repost publicly shared photographs featuring its performers (including those that depict children/guests from appearances) for promotional purposes unless otherwise requested by the customer.
- b. Fantasy Character Appearances – Townsville reserves the right to refuse or cancel bookings where safety concerns exist, inappropriate conduct occurs, false or misleading booking information has been provided, the requested services fall outside the capabilities of the agency or performers, etc. Full/partial refunds may not be available in these instances.

- c. Fantasy Character Appearances – Townsville reserves the right to cancel bookings where extreme weather arises (heat, humidity, rain, etc.), a character performer becomes ill or is for any other reason unable to carry out the appearance. Full refunds will be issued in these instances.
- d. Fantasy Character Appearances – Townsville is not responsible for delays caused by traffic, weather, vehicle issues, or unforeseen circumstances; however, reasonable efforts will be made to communicate delays and minimise disruption.

Charity Event Appearances

For charity events or free-of-charge appearances, performers are donating their time voluntarily. These appearances are not considered paid service bookings and therefore do not include the same minimum service expectations as paid appearances. This refers to both the amount of time and perceived “quality” of the work completed. The person or organisation requesting the appearance remains responsible for, event supervision, venue suitability, child safety, event management, etc. Fantasy Character Appearances – Townsville and/pr any character performer is not liable for concerns arising from voluntary appearances beyond obligations required by law.