

Entertainment Bookings Terms and Conditions

This document outlines the terms of employment for hiring entertainers for private events. Within this document, the term *client* refers to the company or individual hiring the entertainer and the term *entertainer* refers to the person(s) providing the service.

Face characters are defined by performers playing a character when the face is on display or hidden with a light mask, the body's figure is fully on display.

Costume Characters are any characters that take on a non-humanoid figure and wear a "head". The body is fully hidden from view.

Casey Pomeroy Private Bookings

All bookings are to be made through Casey Pomeroy via email, or online messaging services (Facebook, Instagram, Google)

Section 1: Booking and Payment

1.1 The booking fee includes a fixed deposit of 15% to be paid within the total booking fee, this deposit is non-refundable unless stated otherwise.

1.2 A booking is not confirmed until the client and entertainer agree upon a fixed price. The agreed price is non negotiable after booking confirmation.

1.3 Payment is to be made via an invoice sent 3 working days before the event and is to be paid in full via the payment method defined on the invoice a maximum of 14 days after the event.

1.4 Failure to pay on time may result in additional charges at the discretion of the entertainer.

Section 2: Cancellation and Refund Policy

2.1 If the client cancels the event more than 30 days before the scheduled date, only the deposit will be forfeited.

2.2 If the client cancels within 30 days of the event, the full balance will be due to be paid at the agreed time.

2.3 In the unlikely event that the entertainer must cancel, the entertainer may arrange for another performer to perform the role in accordance with the client's requests, or a full refund, including the deposit, will be provided.

Section 3: Event Details

3.1 The client must provide accurate details of the event, including the date, time, location, and expected number of children.

3.2 Any changes to the event details must be communicated at least 7 days in advance and are subject to availability.

3.3 For events with over 30 children, the entertainer may require a second performer or chaperone to attend at additional cost.

3.4 The entertainer will sent a finalised plan of events before the event takes place.

Section 4: Entertainment Requirements:

- 4.1 The performer requires a safe and appropriate space to perform. This includes protection from adverse weather conditions if the event is outdoors.
- 4.2 The client must ensure that there is adequate adult supervision during the event.
- 4.3 The performer must never be left alone with any person(s) under the age of 16
- 4.4 If the event is for children, There must be at least 1 legal guardian of the host child present at the venue or a legally responsible chaperone with DBS check.
- 4.5 The entertainer is not responsible for performing background checks on responsible adults.
- 4.6 The client may only address the performer with suitable character names.
- 4.7 None of the characters available for hire are licensed by any production company, for this reason, references to any third part productions (i.e feature films or games) are kept to a minimum and some details of the character may be slightly changed.
- 4.8 any costume or props used by the character are the property of the performer or relevant companies and are not to be touched without permission.
- 4.9 If the client has requested magic acts in the event, it is up to the client to ensure none of the audience members 'give away' the magic tricks.
- 4.10 The entertainer may require a suitable stage area with a table to support tech equipment and have access to a 13A socket.

Section 5: Liability

- 5.1 The entertainer is not responsible for any liability to loss or damage .
- 5.2 The entertainer will not be held liable for any injury, that occurs during the event unless it is proven to be due to negligence.

Section 6: Behaviour Expectations:

- 6.1 The client is responsible for the behaviour of all children at the event. Disruptive behaviour that endangers the performer or other children may result in the performance being stopped.
- 6.2 Any abusive or inappropriate behaviour towards the performer will result in immediate termination of services without refund. This includes behaviour of adults.
- 6.3 If alcohol is served at the event it is up to the client to ensure all persons drinking are over the age of 18, and are acting responsibly.

Section 7: Photography and Media:

- 7.1 The client may take photographs and videos for personal use only.
- 7.2 The performer reserves the right to use any photographs or videos taken during the event for promotional purposes, unless otherwise agreed in writing. No person(s) under the age of 16 are to be posted online.
- 7.3 The client may post images to social media with credit to the entertainer included in the post caption.

Section 8: Health and Safety

- 8.1 The performer will follow all relevant health and safety guidelines and regulations.
- 8.2 The client must inform the entertainer of any relevant allergies, medical conditions, or special requirements in advance.

8.3 If the client has requested lighting for the event, the entertainer must be informed of any guests who may be prone to epileptic fits due to strobe lighting.

8.4 Strobe lighting will not be used if any person(s) present are at risk of seizures.

Section 9: Delays and Cancellations beyond control

9.1 The entertainer will not be held responsible for any cancellations or delays caused by circumstances beyond control, including but not limited to extreme weather conditions, natural disasters, or other emergencies.

9.2 If any person(s) test positive for Coronavirus within 2 days of the event, the event will be postponed, or the event will continue without the affected persons.

Section 10: Additional conditions:

10.1 If any technical equipment is used in the event, this must only be used by trained professionals agreed by the performer.

10.2 If costume characters are performing in the event, they must have: a) a suitable changing area away from audience members. b) The performer may wear the costume for a maximum of 40 minutes at a time, separated by 15 minutes of break. c) costume characters may perform for a maximum of 30 minutes at a time to allow for 5 minutes either side of the performance to travel to a suitable changing area.

10.3 Costume characters must never hold any foodstuffs or food equipment.

10.4 Face characters may hold birthday cakes or similar but may not cut the cakes with a knife, this is to prevent photographs of characters holding knives

10.5 If an entertainer is made to feel uncomfortable at any point, they reserve the right to refuse requests.

10.6 Alcohol is only to be sold On License and to guests over the legal age of 18.

10.7 No person(s) present are to be in possession of weapons or illegal drugs, if the entertainer or chaperone discover any illegal activity the event will be stopped immediately and relevant authorities informed.

Section 11: Agreement:

11.1 By confirming the booking, the client agrees to these terms and conditions.

11.2 All entertainers are covered by Equity UK, this ensures the safety of audiences, clients and performers. Equity guidelines must be adhered to at all times.

These terms are non-negotiable and any questions must be directed to Casey Pomeroy directly.