



## **DJC Bagpiping**

ABN: 32 711 911 868

Email: [admin@djcbagpiping.com.au](mailto:admin@djcbagpiping.com.au)

Website: [djcbagpiping.com.au](http://djcbagpiping.com.au)

# **TERMS OF SERVICE**

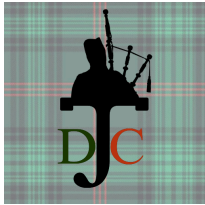
The terms listed in this document apply to those (You, Customer, payee etc) conducting business with DJC Bagpiping (the Company, bagpiper, performer etc) for the purposes of Hiring a Performer.

The document outlines the terms, as determined by the Company, customers must agree to in order to conduct any business or transaction with DJC Bagpiping.

**Effective From: 26/02/2025**

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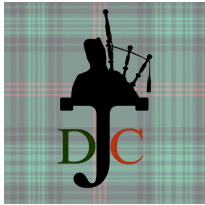
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## **1. GENERAL**

- a. POLICY:** The terms in this document are subject to change at any time, at the discretion of the Company.
  - i. It is the responsibility of the Customer to read the terms of this document when conducting business with DJC Bagpiping.
  - ii. As most Customer interactions are single instances, notice will NOT be provided to Customers.
  - iii. The most recent update of this document will always be available on the Company website.
  - iv. The Customer is encouraged to read this policy before conducting business with the Company
- b. CONDUCT:** The Company, its employees and associates will act in a professional manner at all times
  - i. Any and all outside interactions are expected to maintain this professionalism.
  - ii. Failure to do so may result in contact with the Company being ceased.
- c. CONFLICT:** The Company will take all measures to ensure any disputes come to a fair resolution.
  - i. Complaints can be made directly to the Company via email.
  - ii. The Company will aim to fix and follow up on any complaints made.
- d. REVIEWS:** The Company welcomes any and all reviews.
  - i. Reviews can be given directly to the Company via communication channels.
  - ii. These may be used on the Company website for advertising purposes.
  - iii. Reviews can be made on Google, all are publicly accessible.



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## **2. BILLING**

- a. QUOTE:** upon contact with the business, a quote detailing hiring costs will be provided.
  - i. This QUOTE is NOT a confirmation of booking, it is only an offer to engage with the Company.
  - ii. This QUOTE is open to change by the Company until confirmation payment is received.
  - iii. The QUOTE is not all inclusive of additional fees, including but not limited to, excess time (outside what is detailed in the QUOTE) a performer is requested to perform at an event (see section 1.D).
  - iv. This will incur additional costs, to be charged after the bagpiper concludes their time.
  - v. Proceeding with the QUOTE requires agreement between both the Company and Customer.
  
- b. CONFIRMATION:** To confirm an event date, a minimum deposit of 50% of the agreed QUOTE must be made.
  - i. CONFIRMATION is not guaranteed until the deposit has been received.
  - ii. Payment of the deposit is required a minimum of 10 days prior to the event date.
  - iii. An exception may be considered in the circumstance the booking is made within the 10 day period, in which case, payment of the deposit is required a minimum of 24 hours prior to the event date.
  
- c. CANCELLATION:** Should the booking be cancelled within 10 days of the event date, the deposit will be non-refundable.
  - i. In the circumstance the booking is both made and cancelled within the 10 day period, the deposit is non-refundable by default.
  - ii. In the circumstance a fully prepaid booking is cancelled within 10 days of the booking date, a refund may be issued to the original payee, minus the cost of the deposit.
  - iii. Cancellation by the Customer outside the 10 day period, the deposit can be refunded.
  - iv. Cancellation by the Company will entail a full refund of any payments to the original payee.
  - v. At the request of the Customer, non-refundable cancelled deposits can be held in credit for future bookings.



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- d. BALANCE:** The outstanding BALANCE is required a maximum of 5 days after the booking date.
- i. Full payment can be made prior to the event, at the Customer's discretion.
  - ii. Additional fees will be invoiced within the days following a booking date, and are required to be paid within 5 days of the invoice being issued.
  - iii. Failure to pay the final BALANCE on time will result in late fees being charged at a rate of \$5 per day up to 60 days (\$300).
  - iv. Failure to pay after 90 days will result in the Company seeking payment through other channels.
- e. METHODS OF PAYMENT:** Payment can be made preferentially via bank transfer direct to the Company.
- i. Details for bank transfer will be provided on the QUOTE.
  - ii. Cash can be accepted on the booking date for final BALANCE.
  - iii. Cash is not accepted for payment of deposit.
  - iv. Cheque is not accepted for any payments.
  - v. Credit/debit cards are not accepted for any payments.
  - vi. These methods are restricted due to cost-benefits and ease of record keeping.
- f. REFUNDS:** Under some circumstances, a refund may be provided via bank transfer.
- i. As described in section 1.C, cancellations made within 10 days of the booking date are non-refundable.
  - ii. If a cancellation is made outside this timeframe, a refund will be provided to the original payee in full.
  - iii. As described in section 1.C, for a fully prepaid booking that is cancelled within the 10 day timeframe, a refund may be provided to the original payee, minus the cost of the deposit.
  - iv. If, at any time, the Company is required to cancel a booking, a refund will be provided to the original payee in full.
  - v. An exception applies if the Customer fails to comply with the terms set out in this document AND/OR causes concern for the welfare of the performer on the booking date.



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### **3. ENGAGEMENT WITH THE COMPANY**

- a. ENQUIRIES:** To begin engagement with the company, an ENQUIRY is required.
  - i. This can be achieved through 3 primary methods, the company website, email or by messaging.
    - Website: [djcbagpiping.com.au](http://djcbagpiping.com.au)
    - Email: [admin@djcbagpiping.com.au](mailto:admin@djcbagpiping.com.au)
    - Phone: 0476297923
  - ii. Communication through other methods can also be used on the condition it is written.
- b. BOOKINGS:** After the initial ENQUIRY, a quote will be provided and a booking date is reserved.
  - i. The booking date is only reserved provided the performer is available and willing for the requested date and the quote is agreed.
  - ii. The booking date is not confirmed until after the initial deposit has been received (see section 1.B).
  - iii. Evidence of confirmation will be provided to the Customer when the deposit is received.
- c. COMMUNICATION:** Any communications to or from the Company will preferentially be made via email.
  - Email: [admin@djcbagpiping.com.au](mailto:admin@djcbagpiping.com.au)
  - i. Other methods may also be used on the condition it is written.
- d. FRAUD & SCAMS:** The Customer must ensure that all communication with the Company is through the channels listed on this document.
  - i. The Company has social media accounts, these can be found on the Company website for reference to ensure authenticity.
  - ii. The Company will take measures to mitigate fraud, scams and impersonations should they arise.
  - iii. The Customer should verify these accounts before conducting any business on these platforms to limit fraudulent activity.



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### **4. CANCELLATIONS**

**a. CUSTOMER:** Policy for cancellations by the Customer.

- i. The Customer can cancel a booking for any reason they deem necessary.
- ii. Cancellations greater than 10 days before the event date will have the deposit refunded (see section 1.F).
- iii. Cancellations less than or equal to 10 days before the event date, the deposit is non-refundable (see section 1.C).
- iv. If a cancellation is required due to unforeseen circumstances within the 10 day period, full/partial deposit refunds can be discussed on a case by case basis.
- v. At the request of the Customer, non-refundable cancelled deposits can be held in credit for future bookings.
- vi. To protect the interests of the Customer, the Company will not accept cancellations from other parties on behalf of the customer, unless communication is received directly from the Customer.

**b. COMPANY:** Policy for cancellations by the company.

- i. The Company reserves the right to cancel a booking under circumstances beyond its control, including but not limited to performer illness, unforeseen personal emergencies, or significant business disruptions.
- ii. The Customer will be provided with reasoning and notice.
- iii. Any cancellation by the Company will entail a full refund to the payee of any payment made to the Company.
- iv. At the request of the Customer, cancelled deposits can be held in credit for future bookings.
- v. An exception applies if the Company deems that the Customer has acted in bad faith towards the Company, its employees or associates, or, if the Customer has violated the terms of this document (see section 1.F).

**By agreeing to conduct business with DJC Bagpiping, the Customer agrees to the terms set out in this document. Non-compliance with the set terms may lead to cancellations without refunds and/or other repercussions.**