

The Craigellachie Band – Terms and Conditions

The band operates under the following terms and conditions. Please ensure that you have read these before confirming a booking. If you do not understand any part of these terms & conditions, please feel free to contact us.

Once a booking has been confirmed, whether ELECTRONICALLY or in WRITING, both parties will be subject to a legally binding contract that is subject to the following terms and conditions.

1: Definition

The following definitions refer to the booking Contract and these terms and conditions.

The Craigellachie Band (hereafter referred to as “the Band”) is the provider of music for Scottish Dancing, plus any support functions requested (e.g. a caller).

The client is the party that has engaged the Band, either in the capacity of an agent or as the end user.

All correspondence is considered to be part of the booking process, so any verbal, electronic or written communication can be considered to contribute to the final agreement.

2: The Booking Process

The Band accepts bookings via email or written letter. A formal contract or booking form is not normally required but all details in the correspondence operate in a similar manner to binding clauses of a contract. Details of the booking may be modified by agreement from both parties concerned.

At the time of booking the Band will require the following information:

- 1) Name, address and contact details of the client
- 2) The venue address
- 3) The start time of the event
- 4) The end time of the event
- 5) Any access restrictions, either in time (eg when the Band can get into the hall) or location (eg if the venue is on an upper floor that needs accessing via stairs or a lift)
- 6) Any documentation required by the venue, eg PL Insurance or PAT Test certificates.
- 7) Any additional information that might be helpful to the Band (eg power or volume restrictions, lighting issues, parking requirements)

3: Payment of Booking Fees

The Band does not routinely require a deposit but if it does, the value and timing of the deposit will be communicated to the client through the pre-contractual correspondence.

Final Payment becomes due on the day of the event. Payment can be accepted in various ways:

- i. In cash on the night.

- ii. By cheques on the night payable to "The Craigellachie Band". Please note that due to banking restrictions we are unable to accept cheques in excess of £500 so please provide two or more cheques as necessary to cover the total value of our fee.
- iii. By Bank Transfer direct to our bank account. The transfer should be for the total amount of our fee and must be received into the Band's account within 48 hours of the event. The Band's bank details will be communicated to the client on request prior to the event.

4: Cancellations

In the unfortunate event that you cancel your confirmed booking, before the event, the Band reserves the right to charge a reasonable cancellation fee. The percentage of the original fee will depend upon a number of factors including, but not exclusively:

- i. Reasons for cancellation
- ii. How far in advance the booking is cancelled
- iii. If the Band is subsequently able to obtain a booking by another party for that date

If during adverse weather conditions the Band is unable to travel to the booking, no cancellation fee will be incurred and the Band will endeavour to accommodate a re-scheduled date for your dance.