

VALLEY DJ – TERMS & CONDITIONS

Introduction

Thank you for choosing Valley DJ. We are genuinely excited to be part of your celebration, and we are committed to delivering a professional, reliable and memorable entertainment experience.

These Terms & Conditions exist to support clear communication, mutual understanding, and a smooth, stress-free planning process. Well-defined terms are a positive step toward ensuring your event runs exactly as planned and that both parties share the same expectations.

We warmly encourage you to take the time to read through this document. Understanding how our service is delivered helps avoid surprises, prevents misunderstandings, and ensures that we can uphold our commitment to professionalism, safety and quality — delivered strictly in accordance with the agreed terms.

If you have any questions, we are always happy to clarify anything. We look forward to working with you and helping create an unforgettable event.

Australian Consumer Law Notice

Nothing in these Terms & Conditions is intended to exclude, restrict or modify any rights or guarantees you are entitled to under the Australian Consumer Law (ACL). Valley DJ guarantees that all services will be provided:

- with due care and skill,
- fit for their intended purpose, and
- within a reasonable time.

Where the ACL permits, Valley DJ may limit its liability to supplying the services again or paying the cost of having the services supplied again.

1. Booking Confirmation

1.1. A booking is confirmed once Valley DJ receives the required non-refundable deposit and provides written confirmation.

1.2. Payment of the deposit indicates your acceptance of these Terms & Conditions.

2. Deposits (Non-Refundable)

2.1. A non-refundable deposit is required to secure all bookings. Event dates cannot be held without this payment.

2.2. Deposit amounts:

- DJ Only: \$500 AUD
- DJ + Photo Booth: \$990 AUD

2.3. These deposits represent a genuine pre-estimate of loss Valley DJ is likely to incur if the booking is cancelled.

2.4. Any payments above the deposit may be refundable as per Section 3.

2A. Why Deposits Are Non-Refundable

2A.1. Weddings and events are commonly booked 12–24 months in advance.

2A.2. Once a deposit is paid, Valley DJ reserves the date exclusively for you and declines other enquiries.

2A.3. If the booking is cancelled later, the date is often impossible to rebook.

2A.4. The non-refundable deposit protects Valley DJ from this loss and helps maintain fair pricing for all clients.

3. Cancellations by the Client

More Than 3 Months Before the Event

3.1. Requests must be made in writing.

3.2. If cancelled more than 90 days before the event:

- The non-refundable deposit is retained;
- Any payments above the deposit are refunded.

Within 3 Months of the Event

3.3. If cancelled within 90 days:

- The remaining balance becomes payable.

Why This Is Fair and ACL-Compliant

Weddings and large events cannot reasonably be rebooked inside 3 months. The remaining balance reflects a reasonable estimate of the loss Valley DJ incurs.

Rebooking Credit Guarantee (Outside 3 Months Only)

3.4. If Valley DJ rebooks the cancelled date at equal or higher value, the deposit will be refunded.

3.5. Refunds are issued only after the replacement booking pays their deposit.

4. Alternative to Cancellation (Retention Discount)

4.1. Valley DJ may offer a reduced remaining balance to assist clients in keeping their booking.

4.2. This is a goodwill gesture and does not alter the non-refundable deposit.

4.3. Approval depends on scheduling, date value and operational needs.

5. Rescheduling

More Than 3 Months Before the Event

5.1. Requests must be in writing.

5.2. New dates are subject to availability.

5.3. Peak dates may incur additional charges.

Not Permitted Within 3 Months

5.4. Reschedules cannot be accepted within 90 days of the event.

Explanation

A reschedule inside 3 months causes the same financial loss as a cancellation.

5.5. If the client cannot attend their original date within 3 months, it is treated as a cancellation under Section 3.

6. Cancellations by Valley DJ

6.1. Valley DJ may cancel only in exceptional circumstances such as illness, emergency, unsafe venue or equipment failure.

6.2. If this occurs, Valley DJ will:

- Provide a comparable replacement DJ if possible, or
- Provide a full refund of all payments.

6.3. Valley DJ is not liable for indirect or consequential losses.

7. Outstanding Balances

7.1. All remaining balances must be paid no later than seven (7) days before the event.

7.2. Failure to pay may result in cancellation under Section 3.

8A. Credit Card & Merchant Fees

8A.1. Credit card, merchant, bank and processing fees are payable by the client.

8A.2. These fees are not retained by Valley DJ and are non-refundable.

9. Client Responsibilities

9.1. The client must ensure the venue is safe, accessible and provides adequate power.

9.2. Valley DJ may suspend services due to unsafe conditions — without refund.

9.3. The client is responsible for any damage caused to equipment.

10. Force Majeure

10.1. Valley DJ is not liable for non-performance caused by circumstances outside its control.

10.2. Rescheduling may be offered if possible.

10.3. Deposits remain non-refundable.

11. Liability (ACL-Compliant)

11.1. Valley DJ is not liable for loss, injury or service interruption caused by venue faults, power issues or third-party suppliers.

11.2. Liability is limited, where permitted by the ACL, to supplying the service again or paying the cost of doing so.

11.3. Nothing limits your rights under the ACL.

12. Internet Connection Requirements

12.1. Valley DJ's systems require stable internet access.

12.2. The client guarantees the venue will provide adequate Wi-Fi.

12.3. The client pays for any hotspot/data required.

12.4. No refunds apply for internet-related interruptions.

13. Communication With the Assigned DJ

13.1. Clients may not communicate directly with their DJ before the event.

13.2. All communication must go through Valley DJ administration.

13.3. DJs typically contact clients the evening before the event.

13.4. Valley DJ does not release DJs' personal details.

14. Pre-Event Meetings

14.1. Meetings are not included in standard pricing.

14.2. Meetings may incur hourly, travel or preparation fees.

14.3. Payment may be required before the meeting.

14.4. Valley DJ may decline meetings depending on scheduling.

15. Overtime Requests & Fees

15.1. Overtime is not guaranteed and may be approved or declined by the DJ.

15.2. Overtime must be paid in full at the time of the request.

15.3. Rates:

- Up to midnight: \$250/hr
- After midnight: \$250/hr

15.4. Charged in one-hour blocks.

15.5. Venue policies may prevent overtime.

15.6. The DJ may decline overtime for safety reasons.

16. Outdoor Events & Wet Weather Requirements

16.1. All equipment must be fully protected from rain, wind, moisture, sun and dust.

16.2. Outdoor setups require solid, waterproof shelter.

16.3. Shade cloths and thin tents are not sufficient.

16.4. Valley DJ may refuse to operate if conditions are unsafe.

16.5. No refunds apply to weather-related shutdowns.

16.6. Weather-related damage caused by insufficient shelter will be invoiced and payable within seven (7) days.

17. Power Supply & Generator Conditions

17.1. DJ services require a dedicated 240V outlet; Photo Booth requires an additional outlet.

17.2. Power must be stable and separate from high-load equipment.

17.3. Unsafe or fluctuating power may force suspension of services.

17.4. Generators must be minimum 3kVA clean inverter, safe, and monitored.

17.5. Damage caused by unstable power or generator faults is the client's responsibility.

18. Access, Setup & Pack-Down Requirements

18.1. Safe and uninterrupted access must be provided.

18.2. Minimum setup times:

- 60–90 minutes DJ
- 45 minutes Photo Booth

18.3. Access must include safe loading pathways and nearby parking.

18.4. Delayed access may result in late start without refund.

18.5. Delays in pack-down caused by the client may incur additional charges.

19. Meal Break Requirements

19.1. For bookings of four (4) hours or more, the client must provide a suitable service meal for DJ and attendants.

19.2. If a service meal is not provided, Valley DJ will purchase meals and invoice the client \$49.95 per staff member.

19.3. This invoice must be paid within seven (7) days.

19.4. A short break may be taken to eat; this will not affect service quality.

20. Photo Booth Service Terms

- 20.1. A trained Photo Booth Attendant will be present throughout the service.
- 20.2. Props are provided and remain the property of Valley DJ.
- 20.3. Two printed photo strips per session are included.
- 20.4. Digital images delivered within seven (7) days post-event.
- 20.5. Overtime rates match DJ overtime rates.
- 20.6. Space/power requirement: 3m × 3m sheltered area, 1 power outlet.

20.7. Damage or Misuse

If equipment or props are damaged:

- A repair/replacement invoice will be issued.
- The client agrees to pay within seven (7) days.
- Interest may apply for late payments.

- 20.8. Booth may be paused due to safety or behaviour.
- 20.9. Combined bookings follow DJ rules for cancellation and balance.

21. Music Selection, Preferences & Requests

- 21.1. Clients must provide music preferences, playlists, and formal song choices in advance.
- 21.2. If no preferences are provided, the DJ will select music professionally.
- 21.3. "Do Not Play" lists are welcomed and respected.
- 21.4. Guests may request songs; DJ will play suitable requests.
- 21.5. DJ may decline unsuitable or unavailable requests.
- 21.6. Formality songs must be supplied seven (7) days before the event.

****22. Fatigue Management & Accommodation Policy**

(Final section as requested)

- 22.1. Valley DJ prioritises staff safety and fatigue management.
- 22.2. If the DJ performs past midnight *and* the venue is more than one (1) hour from the DJ's home (Google Maps), the client must provide:
 - A minimum 3-star private hotel room,
 - Within 15 minutes of the venue,
 - With breakfast included.

Why This Is Essential

- 22.3. Driving long distances after late-night events poses serious fatigue risks comparable to drink driving.
- 22.4. If accommodation is not provided, the DJ may decline overtime or require an earlier finish.
- 22.5. If the client does not arrange the required accommodation, Valley DJ may book it and invoice the client plus a 10% admin fee.

22.6. Irrevocable Undertaking

The client irrevocably undertakes to pay any fatigue-related invoice within seven (7) days after the event.