

# **Nostra Drum Provisions and Brisbane Drums**

User Agreement, Terms & Conditions and Privacy Policy.

As of October 2022

These terms apply to ordering, purchase and delivery of Goods from the Website and through the Nostra Drum Provisions and/or Brisbane Drums businesses and form a contract between you and Nostra Drum Provisions and Brisbane Drums (“we”) trading as Nostra Drum Provisions and Brisbane Drums respectively, ABN 82 782 524 858 of Level 1/145 Hobart Rd, Kings Meadows TAS 7249. You agree that these Terms (as amended from time to time) will apply to all of your orders, purchases and enquiries.

These Terms contain important information about the ordering, processing and delivery of goods, including limitation of liability, collection of information and our privacy policy.

If you have any questions, please contact us via email: [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au) we will be happy to assist you.

## **1. Placing Orders for Goods**

- If you place consecutive or separate Orders, we cannot consolidate your Orders. A separate Delivery Fee, if applicable, will apply to each Order. Subject to any applicable quantity restrictions, you can order as many Goods as you wish in one order.
- Nostra Drum Provisions and/or Brisbane Drums will not be liable to you for loss you or any third party suffers for a delay or failure to process your Order or deliver Goods due to inaccurate or incomplete details provided in an Order.
- To the extent permitted by Law, Nostra Drum Provisions and/or Brisbane Drums will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card or PayPal account is fraudulently used or is used in an unauthorised manner. This clause is not intended to exclude or limit any rights which you may have under the Competition and Consumer Act 2010 (Cth).

## **2. Price and Payment**

- When you place an Order, we will charge you and you agree to pay the Price and any applicable Delivery Fee/s and extra insurance charges if selected.
- All Prices are in Australian Dollars and, if GST applies, inclusive of GST. Any fees and charges (including Delivery Fees) imposed by these Terms also include GST where applicable.
- Nostra Drum Provisions and/or Brisbane Drums reserves the right to change or alter Prices without notice to you. If you have already submitted an Order at a particular

Price, we will supply your Goods at that Price (unless your Order is affected by a pricing error, in which case the order will be cancelled).

- Payment methods are specified on the Website or told to you at the time you place your Order. They include credit card with Stripe and payment through your online PayPal account or Direct Debit via invoice. The name on any credit card used for payment must match the name of the Order. Cheques cannot be used as a payment method for any purchases from Nostra Drum Provisions and/or Brisbane Drums, including Orders.
- Please note for any purchases of significant amounts using credit card details via Stripe, we will contact you for further identification proof and security checks before we are able to dispatch the Goods. We reserve the right to cancel the Order and issue a refund if we cannot complete the security checks satisfactorily.
- In paying or attempting to pay for Goods, you agree that you have not engaged in any fraudulent conduct or contravened by any Law.
- All online payments are processed using industry-standard SSL 256bit encryption. We use Stripe, a leading payment gateway, Credit card information is not stored on our website, nor is it able to be viewed in full when processed through Stripe. We will *never* ask you to email your credit card details.

### **3. Dispatch and Shipping Addresses**

- We value prompt delivery service. We will endeavour to ensure dispatch orders of items in stock by the next business day and orders for future or custom projects as soon as possible as indicated by standard custom build timeframes of 4-8 weeks. Please note this will be the next business day following successful completion of any order verification. In the event that an item is temporarily out of stock and we need to order it, we will inform you promptly via email, phone call or other written form of the expected waiting time.
- If a product is out of stock for a long period of time or no longer available after payment has been made, we will either offer to provide an equal or like item to be taken in lieu of the product, or will promptly refund your money.
- Orders will be dispatched by general interstate freight carriers or a local carrier, and are covered by the standard level of Freight Insurance for each service. To arrange a higher Insurance cover please select the appropriate option and extra payment provision during the checkout section or contact us directly via email: [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au) to discuss any freight or insurance details outside of our offerings.
- Orders typically include a Tracking Number via the freight provider emailed to your specified email address on dispatch. Please allow up to two (2) business days for dispatch unless the product is temporarily out of stock. It is your responsibility to supply us with your correct shipping address. Items cannot be sent to PO Box

addresses. Please contact us if you haven't received your Order after fourteen (14) business days from dispatch for Australian deliveries, or thirty (30) business days for international orders. We will work with you to resolve the matter as quickly and satisfactorily as possible.

- We ask you for a valid shipping address, email address and your best contact phone number during checkout.
- Items sent by courier are delivered during business hours and require a signature for confirmation of delivery in most cases or "left in a safe place" if no one is present at the delivery address. If there is no-one at the delivery address when the courier attempts delivery, you may be charged a re-delivery fee if you have opted or explicitly requested to not have your item left at an unattended address.

### Delivery Information

- DELIVERY METHODS
- We deliver all our goods using general freight and postal carriers and work inside their guidelines for delivery.
- Items cannot be sent to PO Box addresses. It is your responsibility to supply us with your correct shipping address.
- PACKAGING
- We will do our best to package your order with care. Whilst we will handle the item carefully while in our possession, we are not responsible for damage once it has been despatched to one of our delivery agencies detailed above. We recommend that you choose one of the insured freight options available if you wish full or partial financial protection against damage or loss while in transit.
- Our drums or other items may have been displayed or previously "played" for demonstration purposes only, these are still supplied Brand New and with full manufacturers warranty.
- LATE/MISSING DELIVERIES
- If you do not receive your order within Australia within 14 business days or 30 business days for international orders, please contact us. We will work with you to resolve the matter as quickly and satisfactorily as possible.
- SECURITY CHECK
- As part of our commitment to protect against fraud, we may contact you to verify the account you used to purchase goods via our website before we dispatch them. To prevent your Order being delayed, please respond as soon as possible. We reserve the right to cancel the Order and issue a refund if we cannot complete the security checks satisfactorily.

- WORLD-WIDE DELIVERY
- We deliver to any location world-wide if it's possible via our general freight providers and work only within their guidelines for goods being sent. Please note that some countries or areas may not be available for receiving shipped goods for reasons beyond our knowledge or control. We do not take any responsibility for areas or countries that we aren't able to send goods to.

#### **4. Items Damaged in Transit**

- Please DO NOT sign for a package if you suspect it is damaged. Signing for an item means it has been received in good Order, and any damage is no longer the courier's responsibility. If your item(s) is damaged, you must contact us via email at: [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au) or via our [Contact Us](#) page on our Website to notify us within 24 hours. Please refer to our Returns Policy procedure for return Freight instructions

#### **5. Order Cancellations and Change of Mind**

- Please choose carefully as refunds are not provided where you have simply changed your mind, found it cheaper somewhere else, or decided you have no use for the product. We recommend you carefully preview any Orders before adding them to your shopping cart and proceeding with your Order. We invite you to ask as many questions as you need to choose your purchase.
- Unless provided for under these Terms or as otherwise agreed by Nostra Drum Provisions and/or Brisbane Drums, no cancellations or changes to Orders will be accepted, and the Goods will be delivered to the Delivery Address on the Order. You should carefully check that your Order is accurate before you submit it. You will, however, be able to return Faulty Goods under the Returns Policy.
- If we cannot contact you about your Order using the contact details you provided in the Order, after having made reasonable attempts to contact you, we will cancel your Order and refund any money paid.
- Delivery Fees will not be refunded if you return Goods except as provided when approved by us as a warranty issue and we request return.
- Goods can only be returned in accordance with these Terms and the Returns Policy. The Return Policy forms a part of these Terms.

#### **6. Return Policy: Repair, Replace, Refund**

- In accordance with your rights under the Australian Consumer Law Consumer Guidelines, you are entitled to return a product if you believe that the item is not as described, or if it is faulty due to a manufacturing defect and is within the manufacturer's warranty period. Items found to be faulty due to abuse, mishandling

or any sort of misuse will not qualify for warranty repair or replacement. For a minor problem, you are entitled to a free repair if we offer one, or failing that, a replacement or refund.

- *For a major problem, we will either:*

1. Organise an inspection and/or repair by our technicians at its current address (for large items),
  2. Request that you return it to us for inspection and repair or replacement according to the Return Procedure below, or
  3. Request that you return it to us for a refund.
- In order to be eligible for reimbursement of any freight return costs incurred by yourself, you must first receive an approval from us to return the product, and keep receipts. If the product is found not to have a problem as you have described, you may be required to pay the transport or inspection costs. An estimate of these costs will be provided to you before the product is collected, if arranged by us. Returned items will remain your responsibility during transit.
  - If the product can be easily posted or returned in person, you are responsible for organising the return of the item to us according to the procedure below. Please pack your returned items carefully.

## **7. Return and Warranty Procedure**

In order for us to serve you best, the below procedure must be followed:

1. To initiate a return or warranty request, contact us on [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au) or via our [Contact Us](#) page and provide your full name, best contact phone number, invoice number, product name and fault or damage description with photo images if possible. Where there is no proof of delivery, delivery date will be assumed to be four (4) business days from the date of dispatch.
2. If a return request is approved, we will give you return details and the return address. This address may be Nostra Drum Provisions and/or Brisbane Drums directly, the authorised repairer or other authorised third party. We may also request further information to process the return. Item(s) must be received by the return address within ten (10) business days. Nostra Drum Provisions and/or Brisbane Drums will not accept liability for damage which may occur during transit. Please pack your returned item(s) carefully.
3. If a repair or replacement is agreed on, the item is received and problem is confirmed, we will organise and complete this free of charge within a reasonable timeframe given the nature of the item and situation. You will be notified of this time estimate.
4. If a refund has been agreed upon, the item is received and the problem is confirmed, the refund will be made within two (2) business days via the same method as

payment was made. You will be notified via email once your refund has been processed.

## **8. Privacy**

- This following document and all items listed before within this document sets forth the Privacy Policy for the *Nostra Drum Provisions and/or Brisbane Drums* website, <http://www.nostradrum.com.au>. And <http://www.brisbanedrums.com.au> .
- Personal Information, which you provide to us during the Order process or through other written forms or e-forms including contact details, will be kept, used and disclosed by us in accordance with *Nostra Drum Provisions and/or Brisbane Drums* Privacy Policy for the purpose of processing and delivering your Order.
- Unless otherwise indicated at the time you place your Order, *Nostra Drum Provisions and/or Brisbane Drums* may send you marketing information.
- *Nostra Drum Provisions and/or Brisbane Drums* reserves the right to conduct and implement fraud detection processes, including without limitation validating your credit card, identification, and address details for your safety as well as ours.
- *Nostra Drum Provisions and/or Brisbane Drums* is committed to providing you with the best possible customer service experience. *Nostra Drum Provisions and/or Brisbane Drums* is bound by the Privacy Act 1988 (Cth), which sets out a number of principles concerning the privacy of individuals.
- Collection of your personal information
- There are many aspects of the site which can be viewed without providing personal information, however, for access to future *Nostra Drum Provisions and/or Brisbane Drums* customer support features you are required to submit personally identifiable information. This may include but not limited to a unique username and password, or provide sensitive information in the recovery of your lost password.
- Sharing of your personal information
- We may occasionally hire other companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or customer freight shipping. Those companies will be permitted to obtain only the personal information they need to deliver the service. *Nostra Drum Provisions and/or Brisbane Drums* takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information.
- Use of your personal information
- For each visitor to reach the site, we expressly collect the following non-personally identifiable information, including but not limited to browser type, version and language, operating system, pages viewed while browsing the Site, page access times and referring website address. This collected information is used solely internally for the purpose of

gauging visitor traffic, trends and delivering personalized content to you while you are at this Site.

- From time to time, we may use customer information for new, unanticipated uses not previously disclosed in our privacy notice. If our information practices change at some time in the future we will use for these new purposes only, data collected from the time of the policy change forward will adhere to our updated practices.
- Changes to this Privacy Policy
- *Nostra Drum Provisions and/or Brisbane Drums* reserves the right to make amendments to this Privacy Policy at any time. If you have objections to the Privacy Policy, you should not access or use the Site.
- Accessing Your Personal Information
- You have a right to access your personal information, subject to exceptions allowed by law. If you would like to do so, please let us know. You may be required to put your request in writing for security reasons. *Nostra Drum Provisions and/or Brisbane Drums* reserves the right to charge a fee for searching for, and providing access to, your information on a per request basis.
- Contacting us
- *Nostra Drum Provisions and/or Brisbane Drums* welcomes your comments regarding this Privacy Policy. If you have any questions about this Privacy Policy and would like further information, please contact us by any of the following means any time and we will endeavour to contact you as soon as practicable; [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au)
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## **9. Disclaimer**

- We aim to keep all information on our site up to date and correct at all times. However, prices, product descriptions and availability can change quickly and inaccuracies will occur from time to time. We ask for your understanding when errors or inaccuracies occur. We will not be responsible for, and will not be liable for, any errors in product details, descriptions or specifications, services, prices, related graphics or any other content contained on the website.
- All prices are subject to change without notice.
- *Nostra Drum Provisions and/or Brisbane Drums* is committed to fair and transparent advertising. We will not unfairly bait advertise or intentionally mislead.
- Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## **10. Compliance with Terms**

- You will be bound and assumed understand these Terms and all other information within this document each time you submit an Order or any purchase via the website. Each Order you place will be a separate contract between you and Nostra Drum Provisions and/or Brisbane Drums for the supply of Goods.
- We reserve the right at all times to make changes to these Terms. Any variations to these Terms will take effect from the posting of the current Terms on the Website. The Terms which apply at the time you place an Order are those that govern that Order.

Please contact us if you have any questions

For any questions regarding these Terms and Conditions, please contact us via email at: [matt@brisbanedrums.com.au](mailto:matt@brisbanedrums.com.au) or via our [Contact Us](#) page on our Website prior to agreeing to them in or during the Checkout process or continued use or browsing of our site.