

Homey Coffee Bar - Terms of Service

Effective from 24th July 2024

1. Titles

- 1.1. "You" or "Your" refers to the client engaging in Homey Coffee Bar's service.
- 1.2. "Us" or "We" or "Our" refers to Homey Coffee Bar and its property.

2. Booking Form

By default, all information on your booking form is official and final.

- 2.1. You will be sent an email confirmation of your booking form details (through Calendly).
- 2.2. Written confirmation by both parties are required to request, acknowledge, and/or amend any changes to your booking form details.
 - 2.2.1. Please direct all written communication to homeycoffeebarperth@gmail.com

3. Safety of Equipment and Staff

We reserve the right to refuse service, at any time, of set up and during your event:

- 3.1. If there is inaccurate or false information (on your booking form to the actual event) that compromises the safety and care of our equipment, at our discretion.
 - 3.1.1. Please check our terms of service regarding '10. & 11. Your Event Details' to ensure we can operate at your event.
- 3.2. If any inappropriate words, behaviours, and/or threats (and the like) are directed towards us, that compromise the safety and care of our staff team, at our discretion.

4. Exclusive Use

- 4.1. Please be aware that it is not permissible for anyone, apart from Homey Coffee Bar's staff, to handle our equipment.
- 4.2. Any branding, endorsement materials, and/or advertisement features, that you desire to additionally add to our coffee cart and station, must be discussed and approved by us prior to your event
 - 4.2.1. Earlier than 28 days to your event, in keeping with the Late Amendments deadline.

5. Quotes & Pricing

- 5.1. We offer quotes and a 15-minute consultation chat appointment at no obligation (no cost).
- 5.2. We price based on your event size, menu of choice, and hire duration.
 - 5.2.1. From 15th July 2024, GST is included in all quotes and invoices.
- 5.3. We use *Hnry* (accounting software) to send our quotes and invoices.
 - 5.3.1. Each unique invoice will have a reference number (i.e. INV-xxxx xxxx) to input while making bank transfers.
 - 5.3.2. Any surcharge through card payments are at the discretion of *Hnry* and not operated or determined by us.
 - 5.3.3. Any deadline notifications are automated by *Hnry* and not operated by us.

6. Deposit Policy (Pre-Event Deposit)

We require all bookings to be confirmed by a **Pre-Event Deposit**.

- 6.1. Your Pre-Event Deposit invoice will be \$299 for quotes lesser than \$1,000 (inc. GST) **or** 50% for quotes greater than \$1,000 (inc. GST).
- 6.2. We classify a booking to be confirmed by a Pre-Event Deposit settlement.
- 6.3. We reserve the right to cancel booking(s) and/or give your requested booking(s) time to the next client, if no Pre-Event Deposit payment or proof of payment is available by its due date.

7. Refund Policy (Cancellations)

- 7.1. Pre-Event Deposits are 100% refundable if requested before 28 calendar days to your event.
 - 7.1.1. For example, if your booking date was for the 7th July, you can write to us on or before the 8th June to receive a full refund. Writing to us on the 9th June or after would mean a non-refundable deposit cancellation.
 - 7.1.2. Pre-Event Deposits are not refundable if we had to refuse service due to non-compliance to our Terms of Service.
- 7.2. In the event of exceptional and/or unforeseen circumstances where cancellation is made by Homey Coffee Bar, you will receive the Pre-Event Deposit back in full.
 - 7.2.1. We will also endeavour to notify you as soon as possible.

8. Final Invoice

- 8.1. Your final invoice will be sent after your booking ends.
- 8.2. By default, final invoices are due within 28 days, this is listed on your invoice.
- 8.3. Late payments of your final invoice will incur a 5% interest every overdue week.
 - 8.3.1. We reserve the right to bill an amended final invoice to you every seventh overdue calendar day cycle - henceforth to be the total amount owing.

- 8.3.2. Please email us directly if there are any issues or expected delays in making payment.

9. Exceeding Guest Count (Freeflow to Event Size)

- 9.1. Our freeflow experience is catered for your event size on your booking form. In the case where your on-day event size exceeds the upper count of its category, we are not liable for a slower service (e.g. being under staffing, running out of ingredients, materials etc).
- 9.2. Please remember to include the upper estimates of guests as well as those on your organising team too. (We like to take care of other caterers, so don't worry about them!)

10. Your Event Details: Non-Negotiables

- 10.1. Our coffee cart, machinery, and all other equipment need to be located indoors.
- 10.1.1. We reserve the right to place, position, and move our coffee cart in a location that is protected from the elements (i.e. direct sunlight, rain, falling debris etc.).
- 10.2. A one-hour bump-in buffer (or more) is required for our bar to be set up and operational.
- 10.2.1. Your designated liaison will be contacted one-hour ahead of your bar open booking time, through their mobile number provided on your booking form.
- 10.2.2. We cannot be held liable for any delay to your bar opening time, due to your liaison being late or due to incorrect information on your booking form (e.g. mobile number, location address, lack of parking and unloading instructions etc.).

11. Your Event Details: General

These are required for any special rates, discounts, or offers to apply in your final invoice.

- 11.1. **Powered site** with one to two power outlets (i.e. wall sockets).
- 11.1.1. If the site is not powered, we might be able to arrange a generator hire; if so, the cost will be discussed and billed to your final invoice.
- 11.2. **Wheelchair access** required (i.e. wheelchair friendly path from drop-off to set-up spot).
- 11.2.1. We require a parked drop-off area (to unload our coffee cart and equipment).
- 11.2.2. The coffee cart needs to be wheeled on flat ground; without significant gaps or uneven paving or stair steps or any features that would not be considered wheelchair friendly.
- 11.2.3. As stated in '3. Safety of Equipment and Staff', we reserve the right to refuse service if your event location is not wheelchair friendly for us to transport our equipment;
or
- 11.2.4. We will bill an inconvenience and additional labour fee (up to \$270) to your final invoice.
- 11.3. **Lift access** for events above ground floor.
- 11.3.1. We reserve the right to refuse service if your event location is above ground-floor with no lift access to us; or
- 11.3.2. If we are able to manually bring the coffee cart and our equipment to locations that do not have a lift; we will bill an inconvenience and additional labour fee (up to \$270) to your final invoice.
- 11.4. Public access to a **handwashing station** [i.e. a working sink].
- 11.4.1. Most council areas require food businesses (including caterers) to have a handwashing station for public use. If no handwashing station is present at your location and you have not communicated to us that there is not one present; any and all penalties resulting shall be your responsibility to reimburse.
- 11.4.2. We are able to provide a portable handwashing station where clients have communicated to us that there is not one available.
- 11.5. No further legal requirements, permits, and/or additional paperwork [from venues etc].
- 11.5.1. Homey Coffee Bar has an active ABN, Food Business Licence (low risk), and \$20 mil Public Liability Insurance currency.
- 11.5.2. If your venue requires additional paperwork from vendors, any additional monetary costs (with tax receipts) will be added to your final invoice as a reimbursement fee.
- 11.5.3. Please inform us of any required paperwork or sign-in procedure at least 28 days ahead of your event. This is to ensure we can apply in time with governing bodies.

12. Late Bookings & Amendments

- 12.1. We understand that organising events comes with frequent changes in plans. However, our service(s) require 28 days notice to adjust any initial booking details. This is to make good on our promises of serving the freeflow experience during your hire.
- 12.2. Homey Coffee Bar considers new bookings, booking detail amendments, additional requests, additional obligations, and the like as 'late requests' if within 28 calendar days to your booking date(s).
- 12.3. We will endeavour to accommodate changes or late requests as best as we can. However, an inconvenience fee may be incurred.

13. Discounts

- 13.1. Any discount will be applied to the price in your booking quote.
 - 13.1.1. Discounts do not apply to any inconvenience fees, additional fees, or reimbursement invoices.
- 13.2. To have any discount applied to your final invoice, the booking must comply with all terms under '10. & 11. Your Event Details' both *non-negotiables* and *general* clauses, unless negotiated otherwise.
- 13.3. Our discounts are stackable!
 - 13.3.1. **Early-Bird Discount [\$50 or 5% off]** eligibility:
 - 13.3.1.1. Pre-Event Deposit paid eight weeks (two months) ahead of booking date(s).
 - 13.3.1.2. We will apply the greater of \$50 off or 5% off.
 - 13.3.1.3. If you were initially eligible for the Early-Bird discount, but fail to show proof of deposit payment by the cut off date, the discount offer is nullified automatically.
 - 13.3.2. **Back-to-Back Discount [15% off]** eligibility:
 - 13.3.2.1. Applicable to bookings of continuous days (i.e. at least two days back-to-back), or at least four confirmed bookings in a year.
 - 13.3.2.2. For example, Evie is booking with Homey Coffee Bar for an event her organisation is planning. She confirms her booking with us for the 5th, 7th, and 8th of the month. Her quoted price is originally \$800 x 3 = \$2,400.
 - 13.3.2.3. Cont. The quoted price for the 7th and 8th will receive our back-to-back discount. The 5th is a stand alone hire day and will not receive the back-to-back discount. Therefore, her final booking fee is \$800 + (\$1,600 x 0.85) = \$2,160 (*from \$2,400*).
 - 13.3.2.4. Cont. If Evie changes her booking to the 6th, 7th, and 8th of the month, her final booking fee will be \$2,400 x 0.85 = \$2,040 (*from \$2,400*).

14. Photography

- 14.1. Photography of our cart and staff are permissible appropriately.
- 14.2. We will record and may upload media of our cart and your event relating to us.
- 14.3. If you have any issues or restrictions surrounding media (e.g. photos and videos), please inform us ahead of booking.

15. Changes to Terms of Service

- 15.1. Changes to these Terms of Service from Time to Time. It is clarified that this Service Agreement shall be changed and updated by us from time to time, without need of prior notice.
- 15.2. In the event that any changes are made, the revised terms of service shall be posted on our website immediately.

16. Communication & Complaints

- 16.1. You can reach us through:
 - 16.1.1. Email: homeycoffeebarperth@gmail.com
 - 16.1.2. Instagram: [@homeycoffeebarperth](https://www.instagram.com/homeycoffeebarperth)
 - 16.1.3. Mobile: 0493 517 552
- 16.2. Office Hours:
 - 16.2.1. Weekdays: 9am-5pm
 - 16.2.2. Weekends and Public Holidays: Closed

Appendix A: Timeline Chart

8+ weeks prior	7-4 weeks prior	4-3 weeks prior	2-0 weeks prior	Your Event Date.	0-4 weeks after
Early-Bird Booking (\$50 or 5% discount unlockable)	General: On-Time Booking	General: Late Booking (may incur inconvenience fee)	General: Late Booking (likely to incur inconvenience fee)	Homey Coffee Bar bumping in one-hour ahead and serving coffee up!	Final Invoice payment is due
	100% Refund (before 28 days) & Booking Details Amendable	Late Requests (may incur inconvenience fee)	Late Requests (may not be possible or likely to incur inconvenience fee)		
Timeline of Bookings & Change Requests					