Homey Coffee Bar - Terms of Service

Effective from 1st April 2025

1. Titles

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

2. Booking Form

- 2.1. You will be sent an email confirmation of your booking details, through *Calendly*.
- 2.2. By proceeding with any payment to HCB, you agree that all information on your booking form is true, agreed, and final.
- 2.3. Written confirmation by both parties is required to request and/or amend any changes to your booking form details.
 - 2.3.1. Please direct all written communication to homeycoffeebarperth@gmail.com

3. Safety of Equipment & Staff

- We reserve the right to refuse service, at any time, of bump in, 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 safely 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 HCB staff, to handle our property and 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, bar and menu package chosen, and hire duration.
- 5.2.1. The GST portion is included and can be found on all quotes and invoices.
- 5.3. We only use *Hnry* to send quotes and invoices.
 - 5.3.1. Each unique invoice will have a unique 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 Invoice Policy (pre-event)

We require all bookings to be confirmed by a pre-event **Deposit Invoice**.

- 6.1. Your Deposit Invoice will be \$300 for quotes lesser than \$1,000 (inc.GST) **or** 50% (or near 50%) for quotes greater than \$1,000 (inc.GST).
- 6.2. We classify a booking to be confirmed by your Deposit settlement.
- 6.3. We reserve the right to cancel your booking(s) and/or give your requested booking(s) time to the next client, if proof of payment is not available by its due date.

7. Refund Policy (cancellations)

- 7.1. Deposit Invoices settlements are 100% refundable if requested in writing before 28 calendar days to your event.
 - 7.1.1. Deposits are not refundable if we had to refuse service due to event location non-compliance, or
 - 7.1.2. For reasons we are not liable for (e.g. postponement of your event date).
- 7.2. In the case of exceptional and/or unforeseen circumstances where cancellation is made by HCB, you will receive any Deposit Invoice settlement back in full.
 - 7.2.1. We will also endeavour to notify you by text and/or email as soon as possible.

8. Final Invoice

- 8.1. Your Final Invoice will be sent after we complete your event.
- 8.2. By default, Final Invoices are due within 28 days, as listed on your Invoice.
- 8.3. Late payment on 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 if there are any issues or expected delays in making payment.

9. Exceeding Guest Count (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.

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. <u>At least a half-hour bump-in buffer (or more) is required.</u>
 - 10.2.1. Your designated liaison should be contactable 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 internal security notification, and unloading instructions etc).

11. Your Event Details: General

These are required for any special rates 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 friendly access required (i.e. smooth path from drop-off to set-up area).
 - 11.2.1. The coffee cart needs to be wheeled on flat ground; without significant gaps, uneven paving, stairs, steps, or any features that would be considered wheelchair <u>un</u>friendly.
 - 11.2.2. As stated in 'Safety of Equipment & Staff', we reserve the right to refuse service if your event location is not wheelchair friendly for us to transport our equipment; or
 - 11.2.3. We may bill an inconvenience and additional labour fee (up to \$270) to your Final Invoice.

11.3. Lift access required 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; <u>or</u>
- 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.
 - 11.4.1.1. We are responsible for providing a portable handwashing station when clients have communicated to us that there is not one available.
 - 11.4.1.2. 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 party's responsibility to reimburse.
- 11.5. No further legal requirements, permits, and/or additional paperwork [from venues etc].
 - 11.5.1. HCB maintains an active ABN, Food Business Licence (low risk), and \$20mil Public Liability Insurance Currency.
 - 11.5.1.1. If your venue requires additional paperwork, any additional monetary costs may be added to your Final Invoice as a reimbursement fee.
 - 11.5.2. 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. <u>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).</u>
- 12.3. We will endeavour to accommodate changes or late requests as best as we can. However, an inconvenience fee may be incurred.

13. Special Offers

- 13.1. We will apply any special offers to the price of your booking's quote.
 - 13.1.1. Offers are not applicable to events that would or does incur any inconvenience fees, additional fees, or reimbursement on quotes or invoices.
- 13.2. To have any special offers apply, the booking must comply with all terms under '10. & 11. Your Event Details' both *non-negotiables* and *general* clauses, unless negotiated with us otherwise.
- 13.3. Our discounts are not stackable.

13.4. Early-Bird Discount [5% off] eligibility:

- 13.4.1. Pre-event Deposit paid eight weeks (two months) ahead of booking date(s).
- 13.4.2. 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.

13.5. Back-to-Back Discount [10% off] eligibility:

13.5.1. Applicable to bookings of continuous or back-to-back days, where our cart can remain at your event premise safely overnight.

14. Photography

- 14.1. Photography of our cart and staff are permissible appropriately.
- 14.2. We may record and upload media of our cart and your event relating to us.
 - 14.2.1. 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. Our terms of service may be changed and updated from time to time.
- 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 (transitioning soon)
 - 16.1.2. Instagram: @homeycoffeebarperth
 - 16.1.3. Mobile: 0493 517 552
- 16.2. Our small business adheres to Wageline [WA] wages and work policy:16.2.1. Phone: 1300 655 266
- 16.3. Office hours are not standard, but in general:
 - 16.3.1. Weekdays: Monday to Friday
 - 16.3.2. 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 (5% discount unlockable)	General: On-Time Booking	General: Late Booking (may incur inconvenience fee)	General: Late Booking (likely to incur inconvenience fee)	HCB bumping in and serving coffee up!	Final Invoice payment due
	100% Refundable (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					