



JUST EAT PARTNER TERMS & CONDITIONS

This Agreement is between you and Just Eat.Co.UK Ltd (Company number 04656315) ("**Just Eat**", "**us**", or "**we**"). The term "**Partner**" or "**you**" means you individually or the entity you represent in accepting this Agreement.

Just Eat Partner Terms and Conditions, which is comprised of:

1. Section A (**Definitions**); and
2. Section B (**General Terms**); which apply to all partners,

and may also include, where applicable to you:

3. Section C (**Supplemental Terms - Self Delivery and Pick Up**) which apply when you arrange delivery to Customers, or they pick up their Orders from you;
4. Section D (**Supplemental Terms - Delivery**) which apply when you require us to procure Delivery Services for you;
5. Section E (**Supplemental Terms – Change of Ownership**) which apply if you notify us of a change of ownership of you or your Premises.

SECTION A. DEFINITIONS

Capitalised words in the Agreement have the following meanings:

Affiliate	means: (i) for a Partner, any relative, spouse, subsidiary, holding company, ultimate holding company or sister company of the Partner; and (ii) for Just Eat, a person who is, from time to time, a (direct or indirect) subsidiary or holding company of Just Eat, or is a subsidiary of Just Eat's (direct or indirect) holding company, or is a party in which Just Eat's (direct or indirect) holding company owns 30% (thirty percent) or more of the paid up share capital or controls 30% (thirty percent) or more of the voting rights.
Agreement	means the registration form or otherwise, the General Terms and Conditions for Partners and, insofar as applicable, the Supplemental Terms as annexed hereto.
Business Day	means a weekday that is not a public holiday in London, UK.
Card Order	means an Order that is not a Cash Order.
Cash Order	means an Order paid for by cash.
Chargeback	any penalty, payment reversal or similar charges or fees we incur from any card scheme, merchant acquirer or card issuer in respect of Card Orders.
Customer	a person who has used the Platform to place an Order.
Data Protection Legislation	means all laws, regulations and regulatory guidance containing rules for the protection of individuals with regard to the Processing of Personal Data including applicable national, federal, provincial or state legislation and/or binding regulations (e.g. GDPR) implementing or made pursuant to them, as amended or updated from time to time and/or any successor legislation. "data controller", "data processor", "data subject", "personal data", "personal data breach", "processing", and "appropriate technical and organisational measures" will be interpreted in accordance with the Data Protection Legislation.
Delivery Partner	means (i) one of our Affiliates, (ii) an independent contractor, or (iii) a third party delivery company, in each case selected by us to provide Delivery Services.
Delivery Services	means a service provided by us or a Delivery Partner to collect and deliver the Orders from your Premises to a Customer.
Force Majeure Event	means an event beyond the reasonable control of either party including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or a third party), failure of a material utility service or transport network, act of God, war, riot, act of terrorism, civil commotion, epidemic or pandemic, malicious damage by a third party, compliance with any law or governmental order, rule, regulation or direction by a third party, material accident, breakdown of plant or machinery, fire, flood or storm.
Goods	means the products offered by you.
IPRs	means any and all intellectual property rights of any nature anywhere in the world whether registered, unregistered, registrable or otherwise, including

	any Trademark.
Platform	means any of the Just Eat UK website (www.just-eat.co.uk and its affiliated websites), mobile applications and ordering platforms and includes any website we create to promote you in accordance with Clause 3.1.
Order	means an order for Goods placed by a Customer on a Platform.
Partner Hub	means the online portal and any accompanying tools and services made available by us to you for managing your business on the Platform.
Premises	means the physical premises at which the Partner operates where Goods are prepared and made ready pursuant to Orders placed by Customers via the Platform.
Connection Method	means ordering devices (including, for the avoidance of doubt, any tablet or orderpad provided by Just Eat) and or any software, program or application provided which enables you to receive Orders in your Premises.
Partner Information	means the information about you and your Premises and includes any KYC information and the information about your Goods (including Goods Information , menu, address, opening hours, delivery radius and contact details, and may, at our request, include a complete set of records to trace the supply chain of all Goods and services you provide.
Personal Data	means as defined in the Data Protection Legislation
Security Measure	means the physical, technical, organisational security measures necessary to ensure the adequate protection of Personal Data, in compliance with Data Protection Legislation
Sensitive Personal Data	means Processing of personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation; and as further defined in Data Protection Legislation.
Statement	means a statement of amounts owed between you and us relating to the previous week (being Monday to Sunday inclusive).
Tip	means the amount paid by a Customer intended for the courier delivering the Order.
Trademark	means the words "Just Eat", the logo, and any other registered or unregistered trademarks and logos used by us or any Affiliates, separately and in combination (whether registered or not), and references to "our Trademark" are references to the Trademark.

SECTION B. GENERAL TERMS

1. AGENCY

- 1.1. You appoint us as your agent to:
 - (a) conclude legally binding contracts for the sale of Goods to Customers on your behalf in respect of Orders on the Platform. This means that although we will conclude these contracts on your behalf, they will actually in each case be made between you and a Customer, and will take effect when an Order is placed by a Customer on the Platform;
 - (b) accept, receive, and hold Card Order payments on your behalf; and
 - (c) tell third parties (including Customers) that we are your authorised agent.
- 1.2. Because we will be your agent, when we receive money on your behalf from a Customer who is paying in full for a Card Order:
 - (a) the Customer will have met their obligation to pay you and the Customer will not need to pay you anything further for that Card Order; and
 - (b) you will not have any right to demand additional payment from the Customer in relation to that Card Order.

2. OUR OBLIGATIONS

- 2.1. We will provide to you:
 - (a) an order processing service which enables Customers to place Orders on a Platform for Goods to be supplied by you;
 - (b) the Delivery Services as specified in Section D (*Supplemental Terms - Delivery*) where we have agreed to procure Delivery Services provided by us or a Delivery Partner;
 - (c) the Connection Method to be installed at your Premises to enable you to receive Orders made on the Platform; and
 - (d) other services as may be agreed from time to time,
(together, the “**Services**”).
- 2.2. We will do the following for you:
 - (a) manage, process and collect on your behalf payment for all Card Orders made on the Platform;
 - (b) manage and process on your behalf any necessary refunds for Orders which are to be paid to Customers in accordance with our refund policy;
 - (c) provide reasonable training to enable you to use the Connection Method;
 - (d) provide you with access to a support hotline and provide technical support remotely when necessary; and
 - (e) replace or repair any Connection Method or SIM cards, as Just Eat deems necessary.
- 2.3. We will charge you the Fees applicable to you that are specified in Part 1 (*Summary of Key Terms*).

3. MARKETING

- 3.1. In order to promote the availability of your Goods on the Platform, you agree that we will use your name, logo, Partner Information and other intellectual property for the purpose of marketing activities during and after the Term, for example to:
 - (a) conduct in search engine optimisation and search engine marketing to promote you on the Platform using your brand name or other keywords relating to you and include you in promotional activities through several marketing channels (physical and digital), including via (third-party) affiliated platforms (such as search engine marketing), and will use your approved logo and Partner Information in these activities;

- (b) engage in search engine optimisation and display your brand name or menu in search results
- (c) unless you advise us otherwise, create and promote a website using your brand, menu and logo, and with a domain name using your brand. We will own that domain name and all intellectual property rights related to that website with the exception of your brand, menu and logo, and related to that website (), and link the website we create, or any other online assets controlled by you (such as Google My Business pages) to the Platform to enable customers to place Orders;
- (d) include links to the Platform for search engine optimisation purposes, for example by facilitating links from Google My Business pages and online maps to the Platform, noting that you have the ability to manage your preferences for the availability of such links in the online assets controlled by you at all times, and you have the ability to request us to remove such links; and
- (e) provide you with various marketing collateral and guidelines on how you may use this collateral to promote your business and your association with us.

3.2. You agree and acknowledge that you shall not use Personal Data of Customers for marketing purposes or to entice Customers away from using our services.

4. REVIEWS

We may display on the Platform ratings and comments ("**Reviews**") provided by Customers regarding you or an Order. We will only remove or edit any Reviews where the reviews are, in our view, unreasonably defamatory or otherwise objectionable. We will only do so only in accordance with our guidelines at <https://www.just-eat.co.uk/help/article/360000017149/how-do-i-leave-a-review> and applicable legislation. You will not yourself post, cause or allow any other party to post any Reviews about yourself. If you do so we reserve the right to remove such Reviews and suspend our Services to you as per Section 13.

When you respond to Reviews that are about you, your responses shall be in accordance with our guidelines. We may suspend you with prior warning, if we detect your responses frequently contain illegal content or that you frequently submit notices or complaints that are manifestly unfounded about Reviews on the Platform.

5. RECOMMENDER SYSTEMS AND RANKING PARAMETERS

On our Platform, we use recommender systems to display information to Customers that will help Customers discover relevant partners and offers. When listing our Partners, We use various ranking parameters on the Platform especially to determine the order and prominence in which partners and goods appear in search results in response to a Customer's search. In order to help you understand how they function, we have set out details and a description of the recommender systems and main ranking parameters that we use at <https://www.just-eat.co.uk/help/article/8638372553757/how-does-just-eat-organise-the-restaurant-list> . in detail and this description also forms part of this Agreement.

6. CONNECTION METHODS

- 6.1. As part of the Service, we offer a connection between the Platform and you to pass on Orders via our standard connection methods or the hardware box terminal.
- 6.2. We may provide API connection methods connecting you with our servers to provide an alternative connection method for processing Orders. Depending on the connection method used, separate terms and fees may apply.
- 6.3. We will use best efforts to enable you to use the connection methods available and to maintain these during the entire duration of the Agreement. We will, under normal circumstances, maintain such connections. If, for whatever reason, we (temporarily or permanently) terminate or disable connection methods used by you, we will inform you as soon as reasonably possible.
- 6.4. You agree that where these alternative connection methods are provided, they are provided

upon your request and they are provided as is without any warranties in terms of availability and connectivity and are under development.

- 6.5. If you use a POS-system provider not provided by us, you take full responsibility for the POS-system provider and guarantee that the POS-system provider shall not use any data processed via the connection methods for its own purposes.
- 6.6. With regard to any data or information (specifically including order and customer data) provided to you via the connection methods provided by us, we will retain all intellectual property rights and you are only allowed to use this data for executing the Agreement.

7. YOUR OBLIGATIONS

Obligations to Just Eat

- 7.1. You must supply the Partner Information that we request, and you must ensure that the Partner Information is always accurate, compliant with laws and kept up to date at all times, we reserve the right to suspend our Services to you until you do so. If we detect that the Partner Information (including Goods Information) provided contains illegal content such as non-compliant product information or counterfeit goods, we may suspend our Services to you reasonably with prior warning. The Partner Information you provide will be reproduced and displayed to Customers on the Platform as per regulatory requirements. We reserve the right to correct any obvious spelling or formatting errors in the Partner Information being reproduced, but you retain full responsibility for ensuring the accuracy of this Partner Information and for ensuring that it is up to date at all times.
- 7.2. You must promptly provide us with accurate and complete details of the Goods and ensure that the information complies with all laws and regulations applicable to You and Your business (including but not limited to food packaging and labelling requirements and in relation to allergens information, nutritional information and ingredients list) ("**Goods Information**"). We will include the Goods Information you provide on the Platform. You are solely responsible for ensuring that all Goods Information you provide (both to us for inclusion on the Platform and directly to any Customers contacting you to request details relating to the Goods) is entirely accurate, complete and up to date in relation to your in-house item information or food items being prepared at your Premises at that time and that the Goods Information complies with all regulations and laws applicable to you and your business (including but not limited to food packaging and labelling requirements and in relation to allergy information). You will promptly report in writing to us any errors in the information displayed on the Website or any changes to such Goods Information. You agree and acknowledge that if there is any conflict between the Goods Information provided on the Platform and the information in the Partner's in-house information for such Goods from a Customer perspective, the information on the Platform will be honoured by both parties and prevail. Customers will be directed to contact you with any questions regarding Goods Information. We do not undertake to check and are not liable for checking Goods Information on your behalf. You will promptly report in writing to us any errors in the information displayed on the Platform or any changes to such information, including any allergy information. You agree that you will solely be responsible for any discrepancies between the information provided on the Platform and the information in your in-house information, and any adverse effect resulting out of such discrepancies. You agree not to include any Goods on the menu where the Goods Information cannot be provided and we reserve the right to remove any Goods from the Platform at any time.
- 7.3. If you sell alcohol products, or hot food or drinks between the hours of 11pm and 5am, you must provide to us your licence details and, for alcohol products, the volume and 'alcohol by volume' (ABV) of each alcohol product available on the Platform.
- 7.4. You must keep us informed of your opening hours, and for sales of alcohol products, any licensing restrictions on the hours during which alcohol can be sold.
- 7.5. If a Customer complains to us about an Order or your delivery and we give you details of the complaint, you must respond to the Customer as soon as possible and act reasonably and cooperate with that Customer and us to reach a prompt resolution.

- 7.6. If we have incurred costs as a result of a complaint about your Goods, services or conduct (including where you have rejected an Order), you will be obliged to reimburse us in full for those costs.
- 7.7. The Connection Method remains our property at all times. You must keep the Connection Method in good working condition and return any physical device to us at the end of this Agreement. If the Connection Method is not returned, or if it is damaged, we may charge you for the reasonable costs of repairing or replacing it.
- 7.8. The Connection Method software always remains our property, or that of our licensors. We may upgrade or alter the Connection Method hardware or Connection Method software at any time, and we may remotely access the Connection Method software at any time for any lawful reason, in particular to update the software or to perform software maintenance. You are authorised to use this software in accordance with any end-user licence which we give you notice of from time to time. You must not reverse engineer, decompile, disassemble, reproduce or otherwise misuse the Connection Method software.
- 7.9. If the Connection Method contains a SIM card, you must ensure that it is only used in connection with this Agreement. We may invoice you for any costs incurred by us which we believe result from the SIM card being used for any other reason. We may disable your access to the SIM card immediately on termination of this Agreement.

7.10. During the Term, you must not:

- (a) operate your business in a manner which is, harmful to our business, goodwill or reputation;
- (b) engage in any act or omission which is harmful to our business, goodwill or reputation;
- (c) do or say anything derogatory that might bring us into disrepute or adversely affect our reputation; or
- (d) behave in an indecent or disrespectful manner towards customers, our employees or suppliers.

If you are in breach of this Clause 7.10, we may restrict, suspend, or terminate part of, the Services, or terminate this Agreement, in accordance with Clause 13.1 or 13.3 (as applicable).

7.10A You are responsible for the management, content and fulfilment of your Orders, which includes (but is not limited to):

- (a) ensuring good merchantable quality of Goods and Orders;
- (b) ensuring Goods are not expired and safe for consumption and/or use;
- (c) ensuring suitability and safety for Goods and Orders in their entirety; and
- (d) (where applicable) Customer consultations.

7.10B You may not, without our prior written approval which can be withheld, delayed or made subject to conditions at our sole discretion and at any time, list:

- (a) any and all Goods which are, based on national or local laws and regulations, illegal to sell or deliver (or facilitate the sale or delivery of) to a Customer, including (a) goods requiring a specific licence, approval or registration for sale (including online sale) which you do not hold; and (b) goods requiring a specific licence, approval or registration for transportation, carriage handling or delivery;
- (b) any and all Goods which are, based on national or local laws and regulations, illegal to sell or deliver (or facilitate the sale or delivery of) to a Customer under a certain age;
- (c) any and all Goods which are pharmaceuticals (including but not limited to any and all medicines and medical devices), tobacco or smoking products; or
- (d) any other potentially hazardous or unsafe items, or any other Goods indicated by us from time to time in the Prohibited and Restricted Items Policy or any other product

specific policy we may provide you.

- 7.10C Any Partner which lists and sells Goods which require a licence (e.g. the sale of alcohol products, or hot food or drinks between certain hours (as applicable)), or is subject to certain rules such as time or volume restrictions, buyer verifications or age restrictions (as applicable), must ensure that they hold the required licences or adhere to the said rules, and will provide to us such details on request. We are not responsible for the compliance of any legal requirement or condition imposed on you by way of specific, general, local, regional, national or any other laws and regulations. You are also responsible for tagging all your menu items that are alcohol, tobacco or other smoking products, or any other age-restricted products on your menu as an age restricted menu item on the Platform.

Obligations to Customers

- 7.11. The Goods included in the Order must correspond to what is stated in the Order as received by you without error, and be in good and fair quality within the description of the Order. You will receive, process, prepare (if applicable), handle and package the Goods ordered by Customers on the Premises in a timely manner, with all reasonable care and skill and in compliance with all applicable laws, rules, requirements and regulations, making sure that the Goods are:
- (a) safety;
 - (b) of the standard expected;
 - (c) where applicable, with a reasonable shelf life for consumption;
 - (d) hygienically made, adequately contained, packaged in such a way which does not compromise their quality or safety in transit to the Customer (e.g. appropriate temperature and environmental thresholds, appropriate segregation of products), transported (if applicable) and stored;
 - (e) labelled correctly in accordance with applicable laws;
 - (f) made in accordance with additional reasonable instructions provided by the Customer;
 - (g) made with the correct ingredients as communicated to Customers; and
 - (h) package age restricted products separately and readily identifiable.

Just Eat may determine how the above standards have been met by reviewing historical compliance levels and the number of customer complaints.

- 7.12. You will ensure that potentially hazardous or perishable products are properly prepared and packaged for delivery to avoid cross-contamination (i.e. separating raw foods from cooked foods; meat from non-meat, warm/hot food from cold/frozen food; non-allergen foods from allergen foods; foods for people from pet foods; foods from household chemicals and personal care products; etc.) and to maintain any appropriate temperature controls during transportation.
- 7.13. You acknowledge and agree that once a Customer has placed an Order via the Platform, a contract for the supply of Goods has been created between you and the Customer, and you must fulfil an Order placed by a Customer in accordance with the Order details. If you do not prepare and deliver (where you are responsible for the delivery) an Order you receive within a reasonable timeframe – where delivery within a maximum of one hour from expiration of the indicated delivery time is considered reasonable – we may take any reasonable action we see fit (including requiring you to refund the Customer for any amount received by us from them).
- 7.14. You must use your best efforts to be available to accept, and in fact accept, all Orders received from us and to be contacted via telephone or e-mail during your opening hours. If you are unable to fulfil Orders, you must change your status to 'offline' so Customers cannot place Orders. If you cannot fulfil an Order, you must advise us as soon as possible so that we can inform the Customer. If you cannot provide one or more menu items contained in an Order, you must inform the Customer within ten (10) minutes after receiving the Order and offer the Customer a reasonable alternative. Non-compliance with Clauses 7.11, 7.12 or

7.13 gives us the right to suspend provision of Services.

- 7.15. We reserve the right to introduce a tipping function to the Platform, which will give Customers the option to tip couriers via the available online payment methods on the Platform. If the courier is working for you (i.e. not for Just Eat or a Delivery Partner), we collect the Tip on your behalf as your agent and will then transfer the Tip to you. You are obliged to transfer any Tip received from us to the courier in question and compensate us against any claims from couriers arising from or in connection to this responsibility. You are solely responsible for any (wage) tax implications relating to the payment of the Tip to the courier.
- 7.16. You must provide the Customer with a receipt (and a tax invoice, if applicable) in respect of an Order, if you are asked to do so.
- 7.17. Once you have accepted an Order from a Customer, you may only cancel that Order if:
- (a) the Customer has placed the Order with incorrect contact or address information;
 - (b) your Goods are no longer available, and the Customer does not accept an alternative offered by you; or
 - (c) in case of a Force Majeure Event at your Premises.

Your Price Promise

- 7.18. Unless you and we have agreed otherwise, the prices, discounts and special offers you provide in respect of your Goods and services through the Platform (including any delivery charges and minimum order values set by you) must be no less favourable than those offered to consumers via your own online channels for the same goods or services, and you must ensure that details of all prices, discounts and special offers offered on your website are promptly supplied to us so that where we reasonably can, we can offer them to Customers via the Platform. We require you to do this for commercial reasons, and to ensure that the prices, discounts and special offers are just as competitive on the Platform as they are on your own online channels.

General

- 7.19. You must comply with, and ensure your employees', agents' and contractors' compliance with, your obligations under this Agreement.
- 7.20. You must follow any reasonable instructions we give you in relation to the performance of your obligations under this Agreement, including the use of the Connection Method.
- 7.21. When a Delivery Partner returns any age restricted products to you, your employee will accept return of the Goods and log such returns as part of your 'Challenge 25' or similar process.
- 7.22. Following obligations also apply to you if you list or sell Goods that are not solely ready to consume meals:
- a. you shall ensure that all Goods are adequately, properly and safely prepared and packaged for delivery to avoid any damage to the Goods or inflicting personal injury, including ensuring safe transport of potentially breakable items, sharp items, and preventing humidity that could harm the Goods.
 - b. you are solely responsible for the quality of your Goods, and to make sure they are safe, they comply with any applicable conformity requirements under applicable law or additional commercial guarantees provided by you, such as being free from defects and functioning properly.
 - c. you are also responsible for any processing and managing questions, aftercare, customer service, and the settlement of other issues. We may refer Customers directly to you.
 - d. you are solely responsible for complying with any applicable warranties, returns and revocation responsibilities related to Goods provided on the Platform. It is up to you to accept and process returns of Goods and collect these in accordance with applicable law and unless agreed otherwise, we take no part in these procedures and cannot be held liable or responsible for any damages or costs relating thereto.

- e. you shall notify us forthwith of product safety issues or non-compliance and shall prevent such items from being placed within any Order as soon as you become aware of such.
- f. you shall solely determine whether Goods are to be recalled from your offering (a "Product Recall"). In the event of a Product Recall, you shall send information regarding the Goods being recalled (including the reason for non-compliance and / or safety risk and the actions to be taken by the Customer; the affected items, including batch and / or serial numbers and contact numbers to obtain further information) as soon as reasonably practicable to us including any relevant guidance as to whether we must refund any Customers that have purchased the recalled Goods or whether we must advise Customers to return the Goods back to you. If we refund any relevant Customer (as decided by you at your sole discretion), we will charge any refund back to you.
- g. where applicable, you will compensate us in full against any charges (including Chargebacks), losses, damages or claims (and all related costs, (including legal fees), penalties, fines, interest, expenses and other liabilities incurred by us in connection with:
 - (a) actual or alleged issues with the quality of their Goods; and
 - (b) any Product Recall, revocation, return or collection of Goods.

8. PAYMENTS FROM CUSTOMERS

Fees & Invoicing

- 8.1. Where we receive payment from Customers for Card Orders, the payment received (the Gross Order Value) less any outstanding Fees charged by us (in respect of any Order), will be held on your behalf until it is paid to you in accordance with Clause 8.4 below.
- 8.2. You will receive the payment from Customers for Cash Orders. Cash payments cannot be accepted where we procure the Delivery Service.

Payments

- 8.3. Each week we will provide a combined Statement to you which includes:
 - (a) the aggregate Gross Order Value of all Orders, split between Cash Orders and Card Orders;
 - (b) the Fees we are charging you; and
 - (c) any balance brought forward from, and any amounts paid or received by us since the date of the previous Statement.
- 8.4. We will pay the amount specified as payable in the Statement to you within 7 (seven) days of the Statement by electronic funds transfer to your nominated bank account.
- 8.5. If any amount is owed by you to us, the amount is payable by you within 7 (seven) days of the date of the Statement to the bank account of Just Eat, or an Affiliate of Just Eat, details of which are specified in the Statement.
- 8.6. We may charge you monthly interest at 1.5% (one and a half percent) above the Bank of England base rate on any unpaid amount from the payment due date until the earlier of the date that the amount is set off or the amount is received by us. You acknowledge that the late payment interest is a genuine estimate of our loss caused by your late payment. You are also liable for any costs incurred by us in connection with the recovery of any overdue payment.
- 8.7. We will set off any amounts owed to us by you (including late payment interest and cost) against any amount owed to you by us at any time. We may also withhold certain amounts, costs and expenses from any amounts we hold on your behalf, such as: (i) any Chargebacks (and associated costs and expenses); (ii) any other cost or expense which we incur or reasonably expect to incur as a result of a breach by you of this Agreement, or as a result of any apparent fraudulent activity in relation to your operations; and/or (iii) any amounts where we are, or expect to be, ordered to do so by a competent authority. If we make any withholdings, we will do so only for so long as is reasonable, and (if applicable) we will make a credit to you in the next Statement after it becomes clear that we will not incur any liability in respect of it. If we do incur loss or liability, we will retain the amount withheld to the extent of the loss or liability.

- 8.8. If the aggregate Gross Order Value is less than what you owe us (including any amounts relating to Commission Fees for Cash Orders) over the same period, we may stop accepting Cash Orders until you no longer owe us money. Further, we may at our reasonable discretion suspend the acceptance of, or cease to accept, Cash Orders at any time.
- 8.9. If you disagree with any Tax Invoice/Statement, you must give us notice within 14 (fourteen) days from the delivery of the Tax Invoice/Statement setting out in detail your reasons for the disagreement. If you do not do this, we reserve the right to treat the relevant Statement as having been accepted.
- 8.10. Whenever we charge you the Admin Fee in respect of an Order, we will apply a charge to the Customer on your behalf in respect of that Order ("**Service Charge**"). Where a Service Charge applies, you will include it in the receipt you supply to that Customer and will be responsible with ensuring all applicable taxes are paid in respect of it. You can give us notice at any time that you do not wish us to include the Service Charge in your charges to Customers, and we will stop collecting the Service Charge promptly following receipt of such a notice (but the Admin Fee will still remain payable).

9. CONFIDENTIAL INFORMATION

- 9.1. You and we (and our respective officers, employees, agents and advisers) (the "**Receiving Party**") must keep in safe storage and not use or disclose for purposes not contemplated by this Agreement each other's Confidential Information (the "**Disclosing Party**"), and the Confidential Information of any Affiliate of the Disclosing Party.

For the purposes of this clause, "**Confidential Information**" means any information, data or material which relates to the business or affairs of the Disclosing Party (or Affiliate or business contacts). To be clear, Confidential Information includes:

- (a) the Customers' Personal Data;
 - (b) all data stored on the Platform or any information technology systems owned or operated by Just Eat relating to the Platform;
 - (c) the terms of this Agreement; and
 - (d) the functionality of the Connection Method's hardware and software.
- 9.2. The restrictions in Clause 9.1 do not apply to:
- (a) any disclosure by us to any of our Affiliates;
 - (b) any use or disclosure authorised by the Disclosing Party or by law;
 - (c) any information which is already in, or comes into, the public domain other than through the Receiving Party's unauthorised disclosure; or
 - (d) any Confidential Information which is required to be disclosed by law or order of a court, provided that before making any disclosure, the Receiving Party will give written notice to the Disclosing Party of the reasons for and nature of the disclosure, and will give the Disclosing Party a reasonable opportunity to consider the same and will, at the expense of the Receiving Party, do all things the Disclosing Party may reasonably request.
- 9.3. This Clause 9 shall remain in full force and effect for a period of 5 (five) years after the termination of this Agreement.

10. INTELLECTUAL PROPERTY

- 10.1. You may not use our IPRs in relation to anything we have not given you express permission for. You may not use our IPRs on packaging, clothing, stationery, vehicles etc, unless you have our prior written permission. You may use items branded with our Trademark that we or our suppliers have provided to you, but you may only use them in accordance with our instructions.
- 10.2. You may not use our IPRs in relation to any Premises that are not registered or active on the Platform.

- 10.3. If someone else claims that your use of your brand name infringes rights they claim they own, you must tell us immediately, and you must follow any instructions we give you in relation to use of our IPRs. This might mean we suspend the Services and/or you from the Platform with prior warning in accordance with Clause 13.1 until the dispute is settled.
- 10.4. During the Term, you must not do or say anything derogatory that might bring our Trademark, business or brand into disrepute or adversely affect our reputation.
- 10.5. You must stop using our IPRs as soon as this Agreement ends or the Services are suspended. This means that you must stop all use of our IPRs including taking down all in-shop references to our IPRs, and you must stop all on-line and print advertising connecting your business to our platform and IPRs.
- 10.6. By entering into this Agreement with us, you confirm to us that you have the right to use your brand name and any associated get up and logos, and that using your brand name, get up or logos will not bring you into conflict with anyone else. You grant us a royalty-free licence to use your name, logo and any other IPRs (including intellectual property in any photographs or product information within the Partner Information or Goods Information), and the right to sublicense the same to third parties, to enable us to comply with our obligations under this Agreement, including the marketing activities detailed in Clause 3 above and you confirm to us that you have the ability to grant this licence to us. Your intellectual property will, however, at all times remain your property. Your licence to us will end when this Agreement ends, with the exception of the website (including domain) we may create for you or in relation to any marketing activity or other use which we have already started, or cannot reasonably stop from happening, in which case it will continue to the extent, and for as long as needed.

11. LIABILITY & INSURANCE

- 11.1. Nothing in this Agreement will limit or exclude a party's liability for: (i) death or personal injury caused by its own negligence, or the negligence of its employees, agents or contractors; (ii) fraud or fraudulent misrepresentation; or (iii) breach of any term implied by any statute or any liability which (in each case) cannot lawfully be limited or excluded.
- 11.2. Subject to Clause 11.1, we are not liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise for: (i) any special damages, any loss of goodwill, reputation, business, profits, data, actual or anticipated income or profits or loss of contract or any indirect or consequential losses (loss is indirect or consequential if, at the time this Agreement was entered into, you and we knew it might happen); or (ii) any damages, costs, direct losses (loss is direct if it is obvious that it may happen), or indirect or consequential losses, which relate to faults, breakdowns or other interruptions to the ability of Customers to place Orders for any reason.
- 11.3. Subject Clause 11.1, our total liability to you in respect of any losses arising in connection with this Agreement howsoever caused is limited to an amount equal to an amount of money held by us on your behalf as at the date of the event giving rise to the claim.
- 11.4. You will compensate us in full against any charges (including Chargebacks), losses, damages or claims (and all related costs, (including legal fees), penalties, fines, interest, expenses and other liabilities incurred by us in connection with a breach by you of this Agreement. In addition, you will compensate us and our Affiliates in full against any losses, damages, or claims (and all related costs, including legal fees), penalties, fines, interest, expenses and other liabilities resulting from a third party claim against us or any of our Affiliates arising from our relationship with you as a Partner (whether or not in the fulfilment of either party's obligations under this Agreement). You will compensate us and our Affiliates for any loss, damages or claims, when a third party claims that we or our Affiliates have infringed, and relating to an infringement or claimed infringement of the third party's intellectual property rights by (i) where the loss, damages or claim arises from us or our Affiliate(s), using or permitting the use of, or being or having been the registered proprietor of a domain name, a brand name, trademark, logo or other intellectual property which the third party claims infringes its own rights, or where it is claimed we or our Affiliate(s) have assisted or permitted or (ii) by assisting or permitting you to use or to be a registered proprietor of such rights which infringe the third party's rights.

- 11.5. Each party must maintain, at their own expense, insurance policies which are required by law and/or would be expected to be maintained as a matter of good industry practice to a reasonable level. Upon our request, you must produce evidence of having the required insurance policies. To be clear, you must take out public and product liability insurance.

12. ACCESS TO DATA, AND PROTECTION OF PERSONAL DATA

Access to data

- 12.1. In operating the Platform, and providing services to you and your Premises, we and certain of our Affiliates collect and have access to the data that this generates. We and our Affiliates use this data in a variety of ways and for various reasons, including analytics, operational purposes, data matching (sometimes performed by a third party service provider), electronic customer relationship management, dynamic product adverts on social media platforms and using aggregated data in communications to shareholders and in some public materials (e.g. on our website, or in our annual report). We and certain of our Affiliates also collect and have access to data relating to Orders, Order Data, and Customer Personal Data (as set out in the Just Eat's privacy statement for Customers).
- 12.2. You have access to certain data relating to you and the Orders via the Partner Hub (and other partners can see the same in relation to their own orders). However, you do not have access to any other data, and we do not share data relating to you, the Orders or any other data, with any other partner.

Protection of Personal Data

- 12.3. You and we shall be separate data controllers concerning the Personal Data that is processed in the context of this Agreement, each for its own purposes and by its own means and/or on their respective behalf. This means that you and we are responsible for the Processing of the Personal Data independently of each other, albeit that the parties may – in the context of this Agreement - restrict the purposes and means for which the Personal Data may be used.
- 12.4. You acknowledge to be familiar with Just Eat's privacy statement for Customers and will act in accordance therewith and the Data Protection Legislation. The most recent version of the privacy statement can be found on the Platform.
- 12.5. You will not provide Personal Data of Customers to third parties and will not engage in communication with Customers other than for purposes of preparation and delivery of the Order. You shall implement and maintain appropriate Security Measures, internal controls and information Security Measures routines intended to protect Personal Data against accidental, unauthorised or unlawful access, disclosure, alteration, loss, or destruction to ensure a level of security appropriate to the risk presented.
- 12.6. In case Sensitive Personal Data of Customers is Processed as part the Order and within the context of this Agreement you shall implement additional Security Measures if and where needed; and in any event you shall comply with 12.5. above and shall ensure that you Process Sensitive Personal Data in accordance with the Data Protection Legislation.
- 12.7. You shall promptly (and without undue delay) notify us in writing of any Personal Data breach of which you become aware relating to personal data of Customers and keep us up to date in regard to such Personal Data breach.
- 12.8. Nothing in this Agreement or the arrangements contemplated by it, is intended to construe either party as i) the processor of the other party; or ii) joint controllers with one another, with respect to Personal Data that is shared by one party with the other.

13. RESTRICTION, SUSPENSION AND TERMINATION

- 13.1. If:
- (a) we (acting reasonably) believe that you are in default of your obligations under this Agreement; and/or
 - (b) any of the events in Clauses 13.3(c) apply to you, or in Clause 13.3(d) occur; and/or

(c) we have the specific right to as set out in the rest of this Agreement (which we have under Clauses 7.10, 7.13, 8.8, 10.3, 15.2, and Clause 2.6 of Section D (*Supplemental Terms - Delivery*)), and we validly exercise that right,

we may at any time on written notice, restrict, suspend, or terminate part of, the provision of the Services under this Agreement, including by suspending your profile on the Platform. If you operate more than one Premise, we are entitled to invoke this clause in respect of only one Premise or all of them, at our sole discretion.

- 13.2. If we restrict, suspend, or terminate part of, the provision of Services to you as set out in Clause 13.1 above, we will provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on) by email on or before the date on which the restriction, suspension, or termination, becomes effective. If you wish, you can clarify the facts or circumstances that led to the restriction, suspension, or termination, using our complaint-handling system. We will then engage with you to discuss these, and if we determine after that discussion that the restriction, suspension, or termination, is not appropriate, we will reinstate the applicable Services, including where applicable your profile on the Platform, without undue delay.
- 13.3. Without affecting any other right or remedy available, either you or we may at any time on written notice terminate this Agreement:
- (a) if the other is in significant breach of any of its obligations under this Agreement and that breach is not capable of remedy or, if the breach is capable of remedy, it has not been remedied to the satisfaction of the non-breaching party within 14 (fourteen) days' of notice of the breach by the non-breaching party;
 - (b) if the other becomes insolvent, bankrupt, or enters into any similar or analogous solvency related procedure;
 - (c) if a Force Majeure Event makes the provision of the Services impractical or non-commercially viable; or
 - (d) you or we are required to by a legal or regulatory obligation.
- 13.4. For a reasonable period of time and with prior warning, and in accordance with our guidelines, we may suspend
- (a) our Services to you if you frequently provide illegal content,
 - (b) the processing of notices and complaints submitted by you through various means if you frequently submit notices & complaints that are manifestly unfounded.
- 13.5. You can also terminate this Agreement for convenience.
- 13.6. If you terminate this Agreement, for convenience or for any of the reasons listed in Clause 13.3 above, you must provide us with at least 30 (thirty) days' written notice before termination takes effect.
- 13.7. If we terminate this Agreement, we will give you prior notice, and also provide you with a clear explanation of our reasons for doing so (including the grounds we're relying on), by email at least 30 (thirty) days' before termination takes effect, except where:
- (a) we are obliged by a legal or regulatory obligation to terminate this Agreement; or
 - (b) you have repeatedly breached your obligations under this Agreement,
- in which case we will give you as much reasonable prior notice as is possible in the circumstances, and we will provide the clear explanation of our reasons without undue delay (except if we are legally restricted from doing that, or we have terminated this Agreement as you have repeatedly breached your obligations, in which case we won't provide that explanation).
- 13.8. If you wish, you can clarify the facts or circumstances that led to the termination using our complaint-handling system as per Section 25.
- 13.9. Following execution of this Agreement, we may require you to provide information or execute further documents for the purpose of on-boarding the Premises or other compliance

purposes. You understand that if you cannot comply with our reasonable requirements within 60 (sixty) days of execution or if the documents provided do not comply with what is provided or stated in this Agreement, we may refuse to offer/ suspend our Services to you and, where applicable, terminate this Agreement with immediate effect.

- 13.10. Upon termination for any reason, we will remove your profile from the Platform. We will retain the data we have collected as described in Clause 12.1, and we will also retain your personal data to the extent set out in the Partner Privacy Notice. Both you and us will promptly destroy or return any Confidential Information and stop using the others' intellectual property. You will return any Connection Method in your possession to us in good condition.
- 13.11. Regardless of anything else in this Agreement, you acknowledge and agree that search engines which have a licence to use your intellectual property or personal information arising from this Agreement may continue to hold or use the same post termination. Cached versions of Platforms may continue to exist in the web browser and web servers of search engines and customers following termination. We will not have any liability to you in connection with these matters to the extent they lie outside of our control.
- 13.12. Your and our rights and obligations under Clauses 9, 10, 11, 12, 13.10, 13.11, 16, 22, 23, 25 and 26, and any provisions of this Agreement necessary for the interpretation or enforcement of it, will continue and survive beyond termination of this Agreement.

14. YOUR AUTHORITY & CHANGE OF OWNERSHIP

- 14.1. Unless we have agreed otherwise in writing, we are authorised to accept instructions in respect of your account from, and provide information about your account to: (i) the person who signed this Agreement; (ii) any person who appears to us to be employed by that person; and (iii) any other person who we (acting reasonably) are satisfied has authority to act on your behalf. You must promptly provide us with any information or evidence we may request for the purpose of proving ownership of the business.
- 14.2. We will not be liable to you if we, acting reasonably, decline to provide the Services or decline to act on your instructions because we are on notice from any person who we have reason to believe is your duly authorised franchisor that to do so would breach any agreement made between you and that franchisor.
- 14.3. If you sell or transfer the ownership of your business, you must advise the new owner or transferee of this Agreement and give us at least 14 days notice in writing of the proposed sale or transfer. If you do not give us sufficient notice and we make any payments to you that should have been made to the new owner or transferee we will not be liable to make that payment to the new owner and transferee and you will be liable to do so.
- 14.4. If we are notified or informed by a third party, of a change to the ownership of your business or other important details relating to your business (for example a change of name, or a change to bank account details) we will make reasonable efforts to contact you to verify this. If you don't respond, or if we do not receive the notice referred to in Clause 14.3, we may terminate this Agreement. If we make any payments to you that should have been made to the new owner or transferee we will not be liable to make that payment to the new owner and transferee and you will be liable to do so.

15. CONSENTS & COMPLIANCE WITH LAWS

- 15.1. You confirm and promise that you have obtained and will maintain all necessary consents, licences, permits, registrations (including business registration), approvals or authorisations ("**Consents**") of any relevant person or government authority in relation to your business.
- 15.2. You must notify us in writing immediately, providing all relevant information, if:
- (a) any of the Consents are revoked, suspended or altered;
 - (b) you are served with a 'Hygiene Emergency Prohibition' notice or order or equivalent;
 - (c) your Premises receives a food hygiene rating of 1 (one) or below or Improvement Required in Scotland; or

- (d) you have reason to believe that any Goods that you have supplied or provided for supply to a Customer are unsafe.

To be clear, other than an alteration to the Consents, the occurrence of any of the events in Clause 15.2(a) to (d) constitutes a breach of this Agreement, and we reserve the right to (amongst other things) suspend your profile on the Platform in accordance with Clause 13.1

- 15.3. You must comply with all applicable laws and regulations including, without limitation in relation to health and safety, tax, data protection, product standards, (including maintaining an appropriate product safety management system and associated hygiene standards), labelling and packaging laws, regulations and requirements, the sale of alcohol, hygiene and consumer information (including allergen labelling), and any other laws, regulations, permits, licences, orders, codes and directions of any governmental authority or agency or other regulatory body relating you and your operations and the sale, preparation, handling, packaging, labelling, processing of any Goods pursuant to an Order and will provide reasonable evidence to us of this compliance upon reasonable request.
- 15.4. You should observe any guidance or training materials that we may provide from time to time to support your compliance with applicable laws.
- 15.5. Each party is solely responsible for self-assessing, claiming and remitting all its applicable taxes.
- 15.6. In performing your obligations under this Agreement, you must:
- (a) comply with all applicable anti-bribery, anti-corruption, anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, and with our modern slavery policy; and
 - (b) notify us as soon as you become aware of any actual or suspected slavery or human trafficking that has a connection with this Agreement or in any part of your business or of any request or demand for any undue financial or other advantage of any kind received by us or you, as the case may be, in connection with the performance of this Agreement.

16. RECORDS

Each party must collect, maintain and retain accurate records relating to the proper performance of its obligations pursuant to this Agreement and/or as required by law.

17. ASSIGNMENT & SUB-CONTRACTING

Other than to an Affiliate or, in the case of Just Eat only, in relation to the procurement of Delivery Services, neither you or we have the right to assign or sub-contract all or any of our respective rights or obligations under this Agreement without the prior written consent of the other, which must not to be unreasonably withheld or delayed. Any consent, if given, will not affect such your or our obligations or liabilities under this Agreement.

18. FORCE MAJEURE

Neither you or we will be liable to the other as a result of any delay or failure to perform its obligations under this Agreement resulting from a Force Majeure Event.

19. WAIVER, VARIATION & THIRD-PARTY RIGHTS

- 19.1. Failure to exercise or delay in exercising a right or remedy under this Agreement does not operate as a waiver (in other words, a voluntary giving-up) or prevent further exercise of that or of any other right or remedy.
- 19.2. The waiver by either party of any breach of this Agreement will not prevent the subsequent exercise of a right.

20. AMENDMENTS TO THIS AGREEMENT

- 20.1. We may amend this Agreement from time to time. We will notify you by email of any proposed amendment(s), and may also notify you via a pop-up message on the Partner Hub or via messaging on the Connection Method. Except in the limited situations described in

Clause 20.3, the proposed amendment(s) will not take effect until at least 15 (fifteen) days from the date on which we notify you about them (and we will set out the effective date of the amendment(s) in the relevant notification). If a proposed amendment(s) means that you then need to make technical or commercial adjustments in order to comply, we will always give you a longer notice period before the amendment(s) are effective.

20.2. Whenever we notify you of a proposed amendment(s) to this Agreement, you will have the right to terminate this Agreement before expiry of the applicable notice period. If you do wish to terminate, and let us know during that notice period, termination will then take effect 15 (fifteen) days from your receipt of the notification. You may also choose to give up your right to terminate by either letting us know in writing, or by taking a clear affirmative action - for example, we will consider that offering new Goods during the notice period is a clear affirmative action that you wish to give up your termination right, except where the notice period is longer because the changes to this Agreement require you to make significant technical or commercial adjustments. If we do not hear from you by the end of the notice period, you will be deemed to have agreed to the amendment(s).

20.3. The minimum 15 (fifteen) day notice period in Clause 20.1 will not apply where:

- (a) we are subject to a legal or regulatory obligation which requires us to amend this Agreement in a way which does not allow us to give you that length of notice period; and
- (b) we need to amend this Agreement to address an unforeseen and imminent danger that relates to defending the Services, the Platforms, Customers or partners from fraud, malware, spam, data breaches or other cybersecurity risks.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements and understandings between the parties relating to its subject matter.

22. NOTICES

22.1. All notices under this Agreement must be in writing, in English and any notice sent for the purposes of this clause will be considered received:

- (a) if delivered by hand, before 5:00pm, on that Business Day;
- (b) if sent by mail, on the third Business Day after posting; or
- (c) if sent electronically, at the time of sending unless the sender's electronic system receives a delivery failure notification.

except that a delivery by hand, mail or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

22.2. The parties agree that service of proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution must not be given solely by email.

22.3. The addresses for services of notices are as specified in this Agreement and may be varied by written notice.

23. GENERAL

23.1. Any phrase introduced by the expression "including", "in particular" or any similar expression is illustrative, and will not limit the sense of the words preceding those terms.

23.2. If any of the terms or conditions of this Agreement are declared wholly or partly invalid, illegal or unenforceable, the remainder of the Agreement will remain in full force and effect and any wholly or partly invalid term or condition will be deemed modified to the minimum extent possible to make it valid, legal and enforceable.

24. EXECUTION

This Agreement may be executed electronically. Notwithstanding the use of the words

“writing,” “execution,” “signed,” “signature,” or other similar words, the parties intend that the use of an electronic signatures and the keeping of records in electronic form will have the same legal effect, validity or enforceability as a signature affixed by hand or the use of a paper-based record keeping system.

25. COMPLAINT-HANDLING

25.1. We operate a complaint-handling system that you can access and use free of charge. It allows you to submit complaints to us across a range of issues including but not limited to suspension, restriction and termination cases, and we will deal with any complaints transparently, equally and proportionately. We will then engage with you to discuss your complaints, and if we determine after that discussion that our decision was not appropriate, we will take the necessary actions without undue delay.

25.2. You can submit a complaint to us:

- (a) through the Partner Hub (which has certain options you can select for the type of complaint or query you may have) - <https://partner.just-eat.co.uk/>; and/or
- (b) through our contact centre helpline - 0344 243 7777. The contact centre is open between 07.00 to 00.30 on Sunday to Wednesday, and 07.00 to 02.00 on Thursday to Saturday (though these hours are subject to change).

All complaints will be dealt with appropriately by the person receiving them, and as part of that may then be escalated internally so that the appropriate Just Eat internal team can then consider it and respond to you (for example, we have internal compliance and legal teams that deal with certain types of complaint). We will respond to all complaints as soon as we reasonably can.

26. MEDIATORS, GOVERNING LAW AND JURISDICTION

26.1. Mediation is a process where a neutral third party facilitates negotiations between the parties to a dispute to help them come to an outcome that they can all agree on. We work with the Centre for Effective Dispute Resolution ("**CEDR**"), who we are willing to engage with to attempt to reach an agreement with you on the settlement, out of court, of any disputes we may have with you arising out of this Agreement, including complaints that could not be resolved by means of our complaint-handling system referred to in Clause 25. Although mediation is a voluntary process, you and we both agree to engage in good faith throughout any mediation attempts, and to also do so in accordance with the CEDR Model Mediation Procedure

26.2. You and we both agree to notify the other in writing if one of us wishes to submit a dispute to mediation. Unless you and we agree otherwise within 14 (fourteen) days of that notice, the mediator will be nominated by CEDR. We will bear a reasonable proportion of the total costs of mediation. Any attempt to reach an agreement through mediation on the settlement of a dispute will not affect your or our right to initiate court proceedings at any time before, during or after the mediation process. Let us know if you need any further information on the functioning and effectiveness of mediation.

26.3. This Agreement and any dispute or claim (including a non-contractual dispute or claim) arising out of or in connection with it will be governed by and construed in accordance with English law.

26.4. The courts of England & Wales will have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of this Agreement.



SECTION C. SUPPLEMENTAL TERMS -SELF-DELIVERY AND PICK UP

1. APPLICATION

This Section C applies where you will arrange delivery yourself, or where the Customer picks up Orders from your Premises.

2. YOUR GENERAL OBLIGATIONS

You are solely responsible for the delivery or arranging the pick-up of the ordered Goods. You must:

- 2.1. check each Order to ensure it is accurate, complete and contains all the Goods ordered;
- 2.2. ensure that accurate product and allergen information relevant to that Order is provided with the Goods;
- 2.3. use packaging which is suitable for delivery (including, for example, by preventing cross-contamination and maintaining safe temperature of the food during delivery) and (where possible) sealed to avoid tampering;
- 2.4. not use any marketing materials containing logos/branding of our competitors in connection with fulfilling any Orders;
- 2.5. use best efforts to establish that the person receiving the Order is authorised to receive it (for example, for Card Orders, by checking that the credit or debit card of the person receiving the Order is the same as the receipt data for the Order on pick up or delivery);
- 2.6. where the Order contains alcohol, tobacco or other smoking products, or any other age-restricted goods, you acknowledge that you are solely responsible for ensuring that the Customer is over the relevant legal age for the purchase of any age-restricted goods. It is illegal to sell alcohol, tobacco or other smoking products to a person under the age of 18 (eighteen), and proof of age ID should be requested if anyone appears to be under 25 (twenty five) years old. If the Customer cannot identify himself adequately or does not meet the minimum age requirements, you must refuse to deliver the relevant products to the Customer.
- 2.7. you will use commercially reasonable efforts to deliver the Order from the Premises to the Customer's delivery address in a timely manner; and
- 2.8. you will notify us of the delivery fee and any minimum order value so we can reproduce the information on the Platform. Other than as expressly permitted in this Agreement, you must not charge any additional fees to the Customer.



SECTION D. SUPPLEMENTAL TERMS - DELIVERY

1. APPLICATION

This Section D applies where we have agreed to procure Delivery Services for you.

2. JUST EAT RIGHTS AND OBLIGATIONS

In procuring Delivery Services, we:

- 2.1. will use commercially reasonable efforts to have the Order delivered to the Customer;
- 2.2. may charge each Customer a fee on a per Order basis for Delivery (which we may vary from time to time);
- 2.3. will transmit details of the Order requiring Delivery to a Delivery Partner, where applicable;
- 2.4. may determine the service times during which Delivery Services are offered, which may vary depending on the Premises and area;
- 2.5. may determine the maximum distance that will be permitted between a Premises and the Customer for a particular Order, which will be determined based on radius and polygon analysis and may change from time to time at our discretion;
- 2.6. may withdraw Delivery Services for an Order within a reasonable timeframe following receipt of the Order confirmation, if the Delivery Services cannot be performed on time due to capacity problems, because of a sudden and unexpected increase of Orders, in which case you will be reimbursed for reasonable costs made on a case-by-case basis;
- 2.7. reserve the right to set a minimum Order value before any Orders using our Delivery Services are processed and accepted;
- 2.8. may recharge you the relevant Commission Fee if we or the Delivery Partner (as applicable) is required to make multiple delivery attempts due to your failure to include the correct items in the Order; and
- 2.9. may suspend or cease to provide Delivery Services in accordance with Clause 13.1 if you do not comply with any reasonable rules or guidelines relating to Orders for delivery which we may give you notice of from time to time, or in the event of a Force Majeure Event.

3. YOUR OBLIGATIONS

Where we are procuring Delivery Services, you must:

- 3.1. prepare the Goods which have been requested in the Order so they are ready for collection by us or the Delivery Partner (as applicable) at the agreed pick-up time.
- 3.2. use packaging which is suitable for delivery (including by preventing cross-contamination and maintain safe temperatures of the food during delivery) and (where possible) sealed to avoid tampering;
- 3.3. check each Order to ensure it is accurate, complete and contains all the Goods ordered;
- 3.4. ensure that accurate allergen information relevant to that Order is provided with the Goods at the point of collection;
- 3.5. ensure the Order number you hold corresponds with the Order number presented by us or the Delivery Partner (as applicable); and



- 3.6. take reasonable steps to avoid significant delays in handing Orders to us or the Delivery Partner (as applicable).

4. CHARGES AND INVOICING

For each Order picked up or delivered using Delivery Services, you must pay the relevant fees set out in the *Summary of Key Terms*. These will be included in each Tax Invoice/Statement.



SECTION E. SUPPLEMENTAL TERMS – CHANGE OF OWNERSHIP

Change of Ownership Date:

You confirm that:

- (a) the Change of Ownership Date stated is correct;
- (b) you are the owner of the business (and have authority to sign on behalf of any co-owner(s)).
- (c) you agree to indemnify Just Eat in the event that the old owner later disputes the date; and
- (d) you agree that Just Eat may retain such future income from your orders that Just Eat deems reasonable to satisfy income for any disputed orders, until such dispute is resolved.

Important Note: Subject to Just Eat's receipt of satisfactory information and acceptance of your change of ownership request, Just Eat will process the change of ownership, from a payment perspective, to take effect as at 11.59pm on the Sunday following the later of (a) the Change of Ownership Date, or (b) the date that Just Eat was notified of such change of ownership (the "Payment Transition Time"). The old Owner will receive payment for all orders received up to the Payment Transition Time.

You acknowledge that under no circumstances is Just Eat liable to account to you for any payments made by Just Eat to the previous owner(s).

If the correct documentation is not received within 28 days of the original change of ownership request date, your request may be cancelled.