

INSERT  
GOBBLE  
LOGO

## **Gobble Merchant Terms and Conditions**

These Terms and Conditions (**Terms**) form the agreement between Gobble (ABN ) of (address) (**Us, Our and We**) and the merchant (**You, Your**) regarding Your use of Gobble.

The Gobble service allows customers to place orders with your store using our payment and ordering system via our Gobble application for mobile devices or any other application for mobile services through which the Service is made available (**App**), and to interact with you via the App (**Service**). In these Terms, the App is referred to as Gobble.

When you sign-up for the Service, via the App and become a registered merchant of Gobble, You agree that the Service will be provided on the basis of these Terms.

### **1. Our commitment to You**

- (a) From the date You sign-up with Us by signing or accepting these Terms we grant You a non-transferable and non-exclusive licence to use Gobble. You accept the licence on the terms of this agreement.
- (b) We will provide You with the following benefits as part of the Service:
  - Creation of a customised, branded promotional listing for Your store on the App, which will include Your menu, editorial and photographs based on information provided by You.
  - An introductory training session for You and Your staff (by phone or in person at your premises).
  - Instore marketing materials to ensure Your customers know that You take orders through the Gobble service . [Tim will this be provided?]

### **2. How the payments and fees work**

- The payment made by each customer who orders from You through Gobble is directly paid into your linked account.
- The delivery fee payment from each customer who orders from You through Gobble is directly paid into the linked drivers account.

### **3. Your obligations to Us**

- (a) You will pay the initial sign-up fee of \$20.
- (b) After the initial four week free period, You agree to automatic subscription fee deductions of \$20 per week.
- (c) You have registered as a member of the Hospitality NT Incorporated.
- (d) You will re-employ all eligible wait/bar staff under the JobKeeper Covid 19 Stimulus Package as delivery drivers.
- (e) Any surplus of drivers will be accessible to other Gobble Service Merchants who need assistant in the delivery of food and beverage.
- (f) You will accept and fulfill all orders placed by customers through Gobble for Your products in a timely manner.
- (g) You will set the price of your items, ensure the quality of your items, have accurate photos and descriptions of your items, and package your items appropriately
- (h) You will comply with any relevant law and obtain the correct approvals to provide your items (such as food or alcohol) and maintain sufficient insurance coverage.
- (i) You will remain wholly liable to each driver employed by You under any relevant Acts.
- (j) You will ensure that Your staff are trained to operate Gobble and will ensure that the App is switched on and connected to the internet during Your opening hours.
- (k) You will quickly rectify any issue that may cause App to go offline at Your store and You will immediately advise Our team of any unresolved problems.
- (l) You agree to provide accurate and current information in respect of Your store and Your menu during the registration process and to update such information to keep it accurate, current and complete and in particular that the menu items and displayed on Gobble are accurate and equivalent to the menu items and prices offered by You in store unless otherwise agreed. This includes any special promotions or deals.
- (m) Your store is a lawfully registered business, complies with Australian Food Standards Code and other food safety standards applicable to Your store and meets reasonable market standards for eating establishments.

### **4. Privacy**

- (a) You agree to let Us contact You by email, telephone or in person for the purposes of informing You about Gobble developments.
- (b) We will not share Your confidential information with third parties without Your consent.

(c) You agree to let Us utilise and disclose data collected across the Gobble network for general analysis (such as sales and revenue) to the public. This will not include any identifiable information about You and is solely to be used to help Our merchants run and promote their businesses more effectively.

## 5. General

- (a) Gobble liability is limited to being a service to provide a means for You to communicate the delivery or production of your products ("**Products**") from your restaurant ("**Restaurants**") to customers ("**Customers**") displayed on the Gobble App.
- (b) You grant Us a licence to use your intellectual property rights that you own or use (including your trademarks and photographs) for the purposes of providing the Services.
- (c) Either party may terminate this agreement upon 7 days' written notice. We may immediately terminate this agreement if We reasonably consider that You have brought Us or Gobble into disrepute.
- (d) Termination of this agreement does not affect either party's accrued rights or liabilities. You must pay all unpaid amounts to us.
- (e) We may make a change to the terms and conditions of this agreement from time to time. We will notify You of any changes by email.
- (f) This agreement is governed by the laws of the Northern Territory.

\_\_\_\_\_  
Signed for and  
behalf of Merchant

Date:

\_\_\_\_\_  
Signed for and behalf  
of Gobble

Date: