

PARTNERSHIP AGREEMENT

THIS AGREEMENT is made on [2024-08-15]

BETWEEN:

(1) JUST EAT.co.uk Limited, a company registered in England and Wales with company number 04656315 whose registered office is at 2 Fleet Place, London, EC4M 7RF ("Just Eat"); and
(2) [Partner Name], a [business type, e.g., sole proprietorship/limited company] whose principal place of business is at [Partner Address] ("Partner").

BACKGROUND:

(A) Just Eat operates an online platform (the "Platform") which allows customers ("Customers") to place orders ("Orders") for food and beverage products ("Products") from partner restaurants.
(B) The Partner operates a restaurant business and wishes to make its Products available for order by Customers via the Platform.
(C) Just Eat has agreed to provide intermediary and delivery services to the Partner, and the Partner has agreed to accept such services, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following terms shall have the following meanings:

"Activation Fee": The one-time fee payable by the Partner to Just Eat for onboarding and setup, as specified in Schedule 1.

"Commission Fee": The fee payable by the Partner to Just Eat, calculated as a percentage of the Gross Order Value of each Order, as specified in Schedule 1.

"Delivery Fee": The fee payable by the Partner to Just Eat for the provision of delivery services for each Order, as specified in Schedule 1.

"Gross Order Value (GOV)": The total price of the Products in an Order, including VAT, as displayed on the Platform.

"Orderpad": The hardware device provided by Just Eat to the Partner for receiving and managing Orders.

"Service Fee": The administrative fee per Order payable by the Partner to Just Eat, as specified in Schedule 1.

2. JUST EAT'S OBLIGATIONS

2.1. Just Eat shall:

- a) List the Partner's menu on the Platform.
- b) Provide the Partner with an Orderpad to receive Orders.
- c) Act as an intermediary to facilitate the conclusion of a contract for the sale of Products between the Partner and the Customer.
- d) Collect payments from Customers for all online-paid Orders on behalf of the Partner.

e) Procure delivery services to deliver Orders from the Partner's premises to the Customer's address.

3. PARTNER'S OBLIGATIONS

3.1. The Partner shall:

- a) Provide Just Eat with all necessary information, including its full menu, prices, opening hours, and accurate allergen and nutritional information for all Products. The Partner is solely liable for the accuracy of this information.
- b) Ensure that the prices of Products on the Platform are no higher than the prices for the same Products available in-store or through any other channel ("Price Parity Guarantee").
- c) Accept all Orders received via the Orderpad during its stated opening hours.
- d) Prepare all Orders with due care and skill, in compliance with all applicable food safety and hygiene laws.
- e) Package all Orders in a manner suitable for delivery.
- f) Ensure Orders are ready for collection by the Just Eat courier at the designated pick-up time. Any delay exceeding 5 minutes may be subject to performance review.

4. FEES AND PAYMENT

4.1. In consideration for the services, the Partner shall pay Just Eat the fees specified in Schedule 1.

4.2. Just Eat is entitled to deduct the Commission Fee, Delivery Fee, and Service Fee from the GOV of online-paid Orders it collects.

4.3. Just Eat shall provide the Partner with a weekly statement and remit the net balance to the Partner's bank account on a weekly basis.

5. LIABILITY AND INDEMNITY

5.1. The legal contract for the supply and purchase of Products is between the Partner and the Customer. Just Eat is not a party to this contract.

5.2. The Partner shall indemnify and hold harmless Just Eat against all claims and liabilities arising out of or in connection with the Products.

5.3. Just Eat's total liability shall not exceed the total Fees paid by the Partner in the month preceding the claim.

6. TERM AND TERMINATION

6.1. This Agreement shall continue indefinitely unless terminated.

6.2. Either party may terminate this Agreement for any reason by giving 30 days' written notice.

6.3. Just Eat may terminate this Agreement with immediate effect if the Partner commits a material breach.

7. GOVERNING LAW AND JURISDICTION

7.1. This Agreement shall be governed by the law of England and Wales.

SCHEDULE 1: FEES

- Activation Fee: £350 + VAT

- Commission Fee: 14% of Gross Order Value
- Delivery Fee: 5% of Gross Order Value (minimum 50p, capped at £1.99)
- Service Fee: £0.50 per Order
- Payment Processing Fee: 1.5% of Gross Order Value